

SDICDSI Board and Committee Meetings

Tuesday, May 13, 2025

10:00 – 11:00

Personnel Committee – Suite 203

Legislation Committee – Suite 300

11:00 – 11:45

Finance Committee – 9449 Balboa Ave, Suite 300

Client Advisory Committee – Ruffin Rd, Suite 300

11:45

Lunch – Boardroom

12:00 – 1:30

Board Meeting – Boardroom

1:30 – 2:30

Investment Policy Committee – 9449 Balboa Ave, Suite 300

Nominating and Bylaws Committee – Suite 205



San Diego Regional Center
4355 Ruffin Road, San Diego, CA 92123
858-576-2996 / www.sdrc.org

Serving individuals with developmental disabilities in San Diego and Imperial Counties

MEETING NOTICE
Board of Directors Meeting

San Diego Regional Center Board Room and by Zoom Webinar
Tuesday, May 13, 2025
12:00 p.m.

- | | | |
|-----|---|--|
| 1. | Call to Order/Announcements | David Hadacek |
| 2. | Presentation of Certificates | County Supervisor
Anderson's Office |
| 3. | Defined Benefit Plan Presentation | Christine Lux-Whiting |
| 4. | Legislative Update | Amy Westling |
| 5. | Public Input | |
| 6. | Approval of the Minutes
– April 11, 2025, Board Meeting (Action Item) | David Hadacek |
| 7. | Chair's Report | David Hadacek |
| 8. | Executive Director's Report
– Employees of Distinction (Information) | Mark Klaus |
| 9. | Finance Committee Report
– Contracts for Approval (Action Item)
– U.S. Bank, Fiscal Year 2025/2026 Line of Credit (Action Item) | Matthew Storey |
| 10. | Association of Regional Center Agencies (ARCA) Update | Terri Colachis
Amy Westling |
| 11. | Vendor Advisory Committee Report | Wendy Forkas |
| 12. | Legislation Committee Report | Chris Hodge |
| 13. | Personnel Committee Report | Laura Oakes |
| 14. | Client Advisory Committee Report | Erik Rascon |
| 15. | Mission Moments | |
| 16. | Adjourn | |

The next meeting of the Board of Directors will be held on
Tuesday, June 10, 2025, at 12:00 p.m.

*Our mission is to serve and empower persons with developmental disabilities
and their families to achieve their goals with community partners.*

Components of an Ideal Board Meeting

	Everyone stays engaged for the entirety of the meeting.
	Includes an interesting and understandable education presentation.
	Open and honest communication.
	People ask clarifying questions.
	Tough topics are addressed.
	An in-depth Executive Director's report is given.
	There are discussions about how to benefit the lives of clients.
	Large attendance by board members.
	People leave the meeting with enthusiasm and empowerment, feeling like they made a difference.
	There is a good sound system, and people understand each other.



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BOARD OF DIRECTORS MEETING

April 08, 2025

Minutes

DIRECTORS PRESENT: Tessie Bradshaw, Terri Colachis, Elmo Dill, Wendy Forkas, James Gonzalez, David Hadacek, Chris Hodge, Yasuko Mason, Laura Oakes, Norma Ramos, Julie Randolph, Erik Rascon, Kimberly Rucker, Matthew Storey, Taylor Wiesner, and Cali Williams

DIRECTORS ABSENT: Virginia Bayer, Pamela Ehlers, Mark Uyeda

STAFF PRESENT: Briana Barajas-Rivera, Robin Bello, Kiera Clubb, Sarah Franco, Monica Garcia, Rafael Gaucin, Nicole Goetz, Joab Gonzalez, Celeste Graham, Zachary Guzik, Bernice Guzman, Maria Hanks, Rachel Hefler, Tanya Hudson, Saralynn Keenan, Kaydence Ketterer, Andrea-Lisa King, Kate Kinnamont, Mark Klaus, Miguel Larios, Rosa Luna, Clorinda Merino, Dulce Morin, Seth Mader, Gabriella Ohmstede, Victoria Otero, Viri Salgado, Bonnie Sebright, Liz Serna, Johanna Stafford, Pamela Starmack, Kimberly Steitz, Robert Webb-Rex, and Brandon Zuniga

GUESTS PRESENT: Lamis Aboulhosn, Dora Acosta, Fernanda Castellon, Gabriel Echaves, Brian Garcia, Jose Hernandez, Jane Latz, Michael Latz, Marcie Laws, Ryan Lundergn, Debbie Marshall, Adrian Martinez, Bertha Martinez, Carlos Martinez, Austin Morales, Heather Morales, Molly Nocon, Raymond Peterson, Edwin Pineda, Mackenzie Quiroz, Rene Rodriguez, Katy Santillan, Aracely Smith, Stacy Sullivan and Becky Williams

1. **Call to Order**

David Hadacek, Chair, Board of Directors, welcomed everyone in attendance and called the meeting to order at 12:02 p.m.

2. **Public Input**

Fernanda Castellon, a Presidential Postdoctoral Fellow at the University of California, Riverside, spoke on the Autism Mobile Unit and the Autism Diagnostic Observation Schedule (ADOS), the formal diagnostic method that the Autism Mobile Unit is using to diagnose individuals with autism. Ms. Castellon provided information on recent autism diagnostic training for volunteers, detailing the training team, volunteer requirements, and steps to becoming certified in administering ADOS. The training is part of a grant-funded effort to improve community outreach for autism diagnosis and awareness, especially in rural areas.

Austin Morales expressed his gratitude to the San Diego Regional Center (SDRC) El Centro office staff. With their support, he has been able to obtain a service dog and has been busy doing public speaking to promote autism awareness.

Katy Santillan, Imperial Valley Respite, Inc., expressed gratitude to SDRC and other vendors for their hard work and organization. She commended the outreach efforts and collaboration.

3. **Approval of Minutes**

Mr. Hadacek referred the Directors to the draft minutes of the March 11, 2025, Board of Directors meeting and asked for approval.

MOTION: (Gonzalez abstained) M/S/C that the Minutes of the March 11, 2025, Board of Directors meeting are approved as submitted.

4. **Chair's Report**

Mr. Hadacek expressed his appreciation to the SDRC El Centro staff for their hospitality.

Mr. Hadacek shared that the *Leading the Charge* event took place on April 2, 2025, and he thanked the Board Members who were in attendance.

Mr. Hadacek announced that the Board retreat will take place on October 24-26, 2025. The location will be determined and announced at a later date.

5. **Executive Director's Report**

Mark Klaus reported that the total SDRC caseload has increased to 45,492. SDRC has increased by 2,500 since the beginning of the fiscal year on July 1, 2024. Mr. Klaus shared that the El Centro location has had an 8.5% rate of growth over the past two years, nearly twice the rate of enrollment that SDRC has seen in San Diego County. Mr. Klaus recognized SDRC staff, service providers, city representatives, and community members for their outreach efforts.

Mr. Klaus shared that the purchase of service (POS) data public meetings have concluded. Staff are in the process of compiling the feedback and suggestions received through those meetings and completing their report for the Board.

Mr. Klaus referred the Directors to Governor Newsom's Proclamation declaring March as Developmental Disabilities Awareness Month.

Mr. Klaus stated he and Kate Kinnamont held their first in-person staff forum of the year on April 8, 2025, at the SDRC El Centro offices. He explained that they will meet with staff from all remaining locations throughout April and May to conduct additional staff forums.

Mr. Klaus explained that Governor Newsom will release his revised state budget proposal on May 14, 2025.

The Master Plan for Developmental Services Committee held its final meeting in Sacramento on March 19, 2025, and released its 170 recommendations on March 28, 2025. Due to the current state budget uncertainty, many of the proposed initiatives with high associated costs will most likely be deferred for the time being. Some recommendations, such as standardized individual program plans, are already being implemented.

Mr. Klaus recognized Monica Garcia as an Employee of Distinction.

Mr. Klaus referred Board Directors to the California Legislature's pocket directory, which will help them connect with their local legislators.

Mr. Klaus announced that Amy Westling, Executive Director for the Association of Regional Center Agencies (ARCA), will update the Legislative Committee on current legislation, the Board, and the community on the state budget and the Master Plan for Developmental Services Committee's recommendations.

6. **Finance Committee Report**

Treasurer Matthew Storey shared that the Finance Committee met earlier in the day, reviewed the proposed service provider contracts, and recommended that the Board approve all thirteen contracts.

MOTION: (Forkas & Oakes abstained) M/S/C to approve the contracts for services with HQ2191 Aden House LLC DBA Aden House, HQ2189 College Living Experience of San Diego, LLC, HQ2186 Habita Behavioral Care, LLC, HQ2190 Home of January, LLC DBA Home of January, HQ2185 IJT9112 and Associates DBA Renaissance Living III, HQ2193 Ivonne Henderson DBA Summum, LLC, HQ2199 Merakey Allos -Shavs Ways EBSH, HQ2192 Romel Gelacio DBA All Hands Residential Care Home, HQ2198 Yocsabel Guadalupe Leon DBA Happy Hearts Residence Inc, HQ1492 365 Home Care, PY3544 Center for Thoughtful Lasting Change, Inc., PY3701 Home of Guiding Hands, HQ1244 Joanna's World.

7. **Audit Committee Report**

Terri Colachis reported that the Audit Committee discussed and approved the San Diego–Imperial Counties Developmental Services, Inc. (SDICDSI), Fiscal Year 2024-2025 Financial Statements and Independent Auditors' Reports at their meeting on Tuesday, March 11, 2025. Ms. Colachis stated that the independent auditors issued an unmodified opinion.

8. **Association of Regional Center Agencies (ARCA) Update**

Ms. Colachis reported that the ARCA Board of Directors met on March 20-21, 2025. At this meeting, ARCA discussed the state budget and its work on updating and standardizing onboarding programs for regional center boards of directors.

Ms. Colachis discussed ARCA-sponsored legislation. One bill that ARCA is sponsoring would allow staff at day programs to administer injectable medication to clients for seizure control. The second bill that ARCA is sponsoring is to better define the direct service professional classification's role and responsibilities, and establish the correct wage for this position.

9. **Vendor Advisory Committee Report**

Wendy Forkas expressed her gratitude to those who attended the *Leading the Charge* event and to SDRC for their partnership and support of the event. She shared that nearly 400 people were in attendance.

Ms. Forkas invited the Directors to the legislative breakfast forum hosted by the Developmental Disabilities Provider Network (DDPN) on May 2, 2025, in Balboa Park.

Ms. Forkas reported that the next Vendor Advisory Committee meeting will be held on May 22, 2025, in person and via Zoom.

Mr. Klaus recognized Ms. Forkas for her decade of work with the DDPN and for chairing the *Leading the Charge* events.

10. **Client Advisory Committee Report**

Erik Rascon reported that George Lopez from the State Council on Developmental Disabilities (SDCC) gave a presentation on the National Core Indicator (NCI). SCDD will be conducting NCI surveys through the end of June. The survey includes 400 regional center clients and aims to assess areas of strength and identify opportunities for improvement.

Mr. Rascon shared that the *People First Conference* was held on March 28, 2025, in Imperial Valley. Attendees reported that it was a great experience, highlighting the workshops, guest speakers, and, of course, the dancing.

Mr. Rascon shared that the San Diego People First Committee will begin planning their next conference in June 2026.

11. **Mission Moments**

Ms. Colachis expressed gratitude for Mike Huffman, her daughter's Service Coordinator. With his help, her daughter has her first job.

Mr. Rascon expressed enthusiasm for the four students graduating from the Adjoin Program, including himself.

James Gonzalez expressed gratitude to his team members at the Autism Support of Imperial County, the city council members, and the school Board members for their efforts and participation in events during the month of April in recognition of Autism Awareness Month.

Mr. Gonzalez expressed enthusiasm about the mobile evaluation units, the ADOS training that the volunteers received, and what the future will look like with this resource for families.

12. **Adjournment/Next Meeting**

There being no other business, the meeting adjourned at 1:05 p.m.



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MEMORANDUM

DATE: May 6, 2025
TO: Board of Directors
FROM: Mark Klaus, Executive Director
RE: Executive Director's Report

San Diego Regional Center Clients Served:

During April, 834 cases were opened through intake at the San Diego Regional Center (SDRC). There were 613 (73%) cases opened in the Early Start Program for infants and toddlers younger than three years of age. During the month, 74 cases were reactivated, 110 cases were inactivated, and 514 cases were closed. At the end of April, the total regional center caseload was 45,776. This is an increase of 2,847 from July 1, 2024.

San Diego Regional Center Staff:

As SDRC's caseload continues to grow, so does the number of SDRC team members. As of April 30, 2025, SDRC has 989 employees.

Executive Team Reports:

Attached, you will find Program Summary reports from SDRC's Executive Leadership Team Members. I am hopeful that you find these reports/updates informative.

Employees of Distinction:

Jorge Cordova, Business Services, is being recognized for his work this past year as project co-lead on the implementation of the SAP Concur travel reimbursement software. Jorge was responsible for the research and identification of the software. In the past, Jorge processed the reimbursement claims manually and identified the need for a more efficient solution. Jorge demonstrated leadership, initiative, and dedication to ensure that this project was launched successfully and adopted seamlessly by all departments. After each initial implementation phase, Jorge assisted with troubleshooting issues and offered solutions. He currently serves as the point of contact with our account representative and continues to look for ways to improve the process. Implementing this software has resulted in faster processing times, fewer errors, and improved compliance, all while reducing administrative overhead.

Nikko Almasco, Business Services, is also being recognized for his efforts and for being the co-lead on the implementation of the SAP Concur travel reimbursement software. Nikko demonstrated leadership, initiative, and dedication in ensuring this project was launched successfully and was adopted seamlessly by all departments. He created a comprehensive training program that was easily understood and adopted by staff. After each initial implementation phase, Nikko continued to provide support, troubleshooting issues as they arose, and offered timely solutions. He developed FAQs and flowcharts to ensure standardization and consistency.

Developmental Disability Provider Network Legislative Breakfast:

The Developmental Disabilities Provider Network, DDPN, held a Legislative Community Forum on Friday, May 2, 2025, at the Balboa Park Club.

Rally at the Capitol:

The Association of Regional Center Agencies (ARCA) and the Lanterman Coalition will be holding a rally at the Capitol in Sacramento on Thursday, May 22, 2025, to advocate for the protection of funding for Developmental Services in Fiscal Year 2025-26 and beyond.

Rally to Save Medicaid:

On Wednesday, April 23, 2025, a Rally was held at the Santee Offices of Representative Darrell Issa. The event was well attended with an estimated 300 attendees, including self-advocates, parents, providers and many of our community partners. There have been several similar rallies held throughout the state during the month of April with additional rallies and educational opportunities planned for the next several months.

La Maestra Recognition:

On Friday, May 9, 2025, Denise Anderson, SDRC's Dental Coordinator, and I will attend La Maestra's 35th Anniversary Celebration to accept an award on behalf of SDRC, recognizing our collaborative efforts to improve community health and well-being, and the positive impact we have made in under-resourced areas.

Governor's May Revise:

Governor Newsom will present his May Revise Budget on Wednesday, May 14, 2025. Amy Westling, Executive Director – ARCA, will be attending the May Board meeting to provide an update on the State Budget.

Enhanced Behavioral Support Home Tour:

SDRC hosted a tour of the soon to be opened Enhanced Behavioral Support Home (EBSH) in Ramona on Wednesday, April 23, 2025, for Members of SDRC's Finance Committee. I want to thank Norma Ramos, Tessie Bradshaw and Yasuko Mason for joining several of SDRC's team members on this tour. I've attached a photo that was taken during the tour.

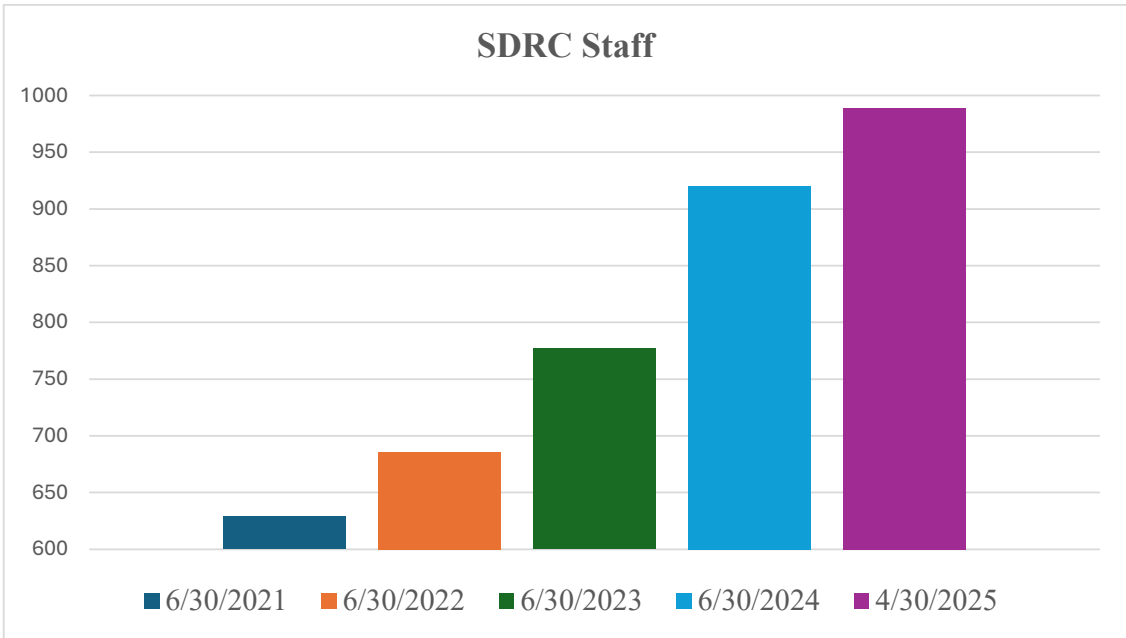
Self-Determination Conference:

The Local Advisory Committee to San Diego Regional Center's Self-Determination Program will be hosting a one-day conference for families, participants and our community partners on June 26, 2025, at the Doubletree by Hilton Mission Valley.

If you have any questions regarding my report or anything else included in the Board Packet, please do not hesitate to contact me at your convenience.

Thank you for your time, your commitment, and for all you do for SDRC.

Mark



6/30/2021	629
6/30/2022	686
6/30/2023	777
6/30/2024	920
4/30/2025	989



The BULLETIN

Monthly news from Client Services

May 2025



General Updates – Gabby Ohmstede & Kim Steitz

- A new contact type called **Remote Meeting 'R'** is now enabled in T19 Notes. Please refer to the [infographic](#) and [DDS Guidance](#)
- **Participant Directed Services (PDS) Training:**
This is mandatory for ALL client services staff. Please register for ONE of the training dates listed below.
 - 5/6/25 @ 10:00 am [Register](#)
 - 5/8/25 @ 2:00 pm [Register](#)
 - 5/14/25 @ 3:00 pm [Register](#)
- **NCI Presentation** hosted by State Council on Developmental Disabilities on 5/7 at 1pm for SCs/PMs in TAY and AIH [Register](#)
- The San Diego State University Foundation (PY2843) is holding their annual Involved Exceptional Parents (**IEP**) Day on May 17th, 2025 from 8:00 am – 3:30 pm at the DoubleTree by Hilton, Mission Valley/Hazard Center. See flyer and registration information [Here](#)
- Save the date: The **Self Determination Conference 2025** has been confirmed for June 26, 2025.
- Client Services is no longer using ACES Dictation service – it has been phased out. Alternative methods for dictation should now be used.
- **Resource:** Justice in Aging's new resource, Immigration Enforcement in Nursing Facilities, Adult Day Centers, and Other Settings for Older Adults, outlines legal protections that apply in these congregate settings. Get the Fact Sheet [Here](#)
- **Santee / U52 move to La Mesa:** As of Monday 5/5 all staff have moved into the new La Mesa building!

Congrats to the newest group of staff who completed the Foundations for Success Orientation at the end of April!



Imperial - Joab Gonzalez

- Throughout the month of April, SDRC staff were part of multiple community events including Autism Proclamations, Children's Fair, and NAMI Walks. Special thanks to our SDRC team who staff information booths and participate in these events.
- Community Services and CONAM held two days of 1-1 meetings with families interested in the Miraluz Apartment Units. SCs will continue to recruit families for this project.
- Congratulations to PM Bernice Guzman for being selected as NAU Field Instructor of the Year!

Residential – Zach Guzik

- **SAVE THE DATE!** We are excited to announce that we have scheduled a full Residential Team meeting on Thursday, May 22nd from 11:00AM - 3:00PM at the Skyline Hills Library Conference Room (7900 Paradise Valley Rd, San Diego, CA 92139). This will be a time to network with your colleagues from across San Diego and Imperial Counties, participate in professional development opportunities with various departments within SDRC, and celebrate the successes you've experienced this past year. Stay tuned for the full meeting agenda. Your Program Manager(s) will provide more information in the coming weeks leading up to this meeting.
- The DDS FHA Audit has concluded. The results will be reviewed with DDS on 5/1/25. Thank you to the team for supporting this work, and for following up with our

Community Services department as quickly as you did to correct/discuss any findings sent our way.

- An updated Admissions Agreement for FHAs is in the works and will be shared out by our Community Services team soon.
- Rate Reform for Residential Service Providers will begin ramping up next month. Please make sure you attend all of the upcoming Rate Reform Office Hours in May to ensure you have the most current/accurate information regarding this process.
 - [DDS Rate Reform Directive for Residential Services](#)
 - [DDS Rate Reform Directive for Family Home Agencies](#)
 - [New Residential Service Levels and Subcodes](#)
- Our Complex Needs roundtable continues to meet every 2 weeks on Thursdays at 2:00pm. If you have a case that you would like to discuss, please reach out to Sarah Uchino (Program Manager, Unit 48).
- As a reminder, should you have any questions regarding placement please feel free to reach out to the Residential Program Manager(s) in your region. Basic information about SDRC's Residential services and processes can also be found on the [Placement 101 wiki page](#).

Adult Services – *Brandon Zuniga & Alexis Bermudes*

- **Supported Decision Making (SDM):** SDRC AIH team has now presented SDM at “Leading the Charge” Conferences in Imperial County and San Diego County. The team is developing training material to support SC’s in having meaningful conversations with clients and families around this topic.
- **Coordinated Family Support:** As of April 2025, there are about 300 clients utilizing Coordinated Family Support Services (CFS). Please share information on (CFS) with families. CFS Team is here for any assistance you may need - CoordinatedFamily@sdrc.org
- **Adult Protective Services (APS)** and San Diego Regional Center continue to have quarterly Roundtable Meetings in all the SDRC office locations (in San Diego County). Please connect with your regions liaison if you have any questions or need support.
- **Adult In-Home Training Series:**
 - Monthly Training Series continues the 4th Thursday of every month
 - April’s training – Forensic Services / Next training, May 22nd

- **Affordable Housing Opportunities:** In collaboration with SDRC Community Services, Members of the Housing Resource Workgroup are supporting the roll out of 6 housing projects across San Diego/Imperial County. These housing projects have set aside a number of units specifically for SDRC clients and families. If you have any questions regarding these housing opportunities, please contact Housing Navigator - Lourdes Delatorre / Lourdes.Delatorre@sdrc.org

Project	South River Village	Vista Lane	Mira Luz	Harrington Heights	Mount Etna (Taormina)	Mount Etna (Modica)
Location	4933 North River Road, Oceanside, Ca 92057	3841 Vista Lane San Ysidro, Ca 92173	185 Willowbrook Way Heber, Ca 92249	1335 Broadway San Diego, Ca 92101(Downtown)	5525 Mt. Etna Drive San Diego, Ca 92117 (Clairemont)	5525 Mt. Etna Drive San Diego, Ca 92117 (Clairemont)
AMI	50-60%	30-60%	30-50%	30-50%	30-60%	30-60%
Application Opening	2/1/25	12/1/25	2/1/25	9/1/25	3/1/26	3/1/26

- **Adult In-Home Team workgroups**
 - **Housing Resources:** The team met to discuss plans/projects for the group. The workgroup is now designing the “housing resource hub”, composed of resources, training material, and supports for Service coordinators to access and utilize to better support clients and families with housing needs.
 - **Aging Services and Resources:** Group Members are supporting the development of “Medic Alert” guidelines for service that will soon be available to eligible clients. The team is also working to create a tool/s for SC’s to utilize when discussing succession planning (AB 3291) in the new SIPP.
- **Employment**
 - **Coordinated Career Pathway** resources
 - ccpteam@sdrc.org
 - [SDRC / Coordinated Career Pathways \(CCP\)](#)
 - [Coordinated Career Pathways \(CCP\) | LEAP at San Diego Regional Center](#)
 - DOR Supported Employment Quarterly Collaborative Meeting 5/7/25
 - Regional Center representatives statewide (including SDRC) will participate in an Employment First presentation and panel for DOR staff
 - These resources and collaborations continue to be crucial in providing clients with opportunities for competitive integrated employment.
- **Forensics**
 - **Forensic Assessment Support and Treatment Team (FAST):** Monthly multidisciplinary team meeting including: SDRC staff who work with clients that are forensically involved and/or dually diagnosed, community partners at the Office of the Public

Defender, San Diego Sheriff's Department, SDRC crisis service providers and specialized forensic vendor services.

- 4/22/25: Next Move, supporting justice involved youth [Next Move Flyer 11-12-2024.pdf / SDRC](#)
- 5/27/25: SD Sheriff's Department mental health services presentation
- SDRC forensic staff had the opportunity to provide training on developmental disabilities and SDRC services to the In Home Outreach Team (IHOT) and the Assisted Outpatient Team (AOT) at Telecare. This is a budding community partnership that will enhance support to our dually diagnosed population.

Children & Transition Aged Youth (TAY) – *Kathy Cattell & Rebecca Hamada*

- Unit 53 is growing and is almost fully staffed - case transfers to Unit 53 have officially begun!
- Unit 44 and Unit 23 moved from Santee to La Mesa on 4/28 and are settling into the new office.
- Alexis Leyva and many SCs volunteered to take part in a statewide pilot project to test a new Standardized Family Support Tool that will assess needs for respite, daycare, and personal assistance. The pilot ran from 2/27/25 - 4/4/25, and we were asked to complete a minimum of 25 assessments with clients and families who had received at least one of the services over the past year. Our team completed 36 assessments! DDS will be reviewing over 700 assessments submitted by the 21 RCs, finalizing the tool, with a targeted launch date of January 2026. Thank you to all the SCs who participated in this pilot: Elzy Ortiz (U40), Rogelio Gonzalez (U29), Emma Hild (U44), Jovian Rodriguez (U23), Jackeline Gastelum (U35), Gloria Ramirez (U14), Jennifer Rillamas (U7), Ysabel Yumol (U3), Jennifer Levine (U19), Greg Keiling (U38), Kinshirley Nguyen (U32), Karina Ibarra (U26)
- The Children/TAY managers have been busy with community outreach this month:
 - Carol Vaughn & Tamara Crittenden provided daycare training for early childhood managers on 4/9
 - Jessica Macknick presented on SDRC/TAY services for CSUSM student teachers with TRACE on 4/15
 - Team 53 staffed the Sweetwater School District transition resource fair on 4/16
 - Francis Almario participated in a DOR Workshop Panel at Carlsbad High on 4/23.
 - Bill Lacey presented on CCP to parents/families of the Vista school district on 4/23. He has also been busy providing CCP info to other school districts, including TIEE, TRACE, and SDUSD SELPA.
 - Rebecca Hamada presented about TAY services at the SDUHSD College & Career fair on 4/24
 - Reyna Zuniga presented about TAY services to the LEND Program on 4/28

Early Childhood (ECH) Services – Sarah Franco & Andrea-Lisa King

- Rate Reform, Rate reform, Rate Reform! All of ECH has been busy entering thousands of POS for rate reform. All teams are also all getting trained regionally as there are some major changes with how we enter POS for ABA services.
- ECH PM's continue to meet with our Various School Districts monthly county wide to continue to build Collaborative Relationships and to discuss and address any systems issues.
- AD's continue to work with Clinical Services and our Psychologist Consultants in an effort to catch up on eligibility and streamline processes.
- ECH continues to add and welcome new staff, and we continue to shift cases and zips as we can.

Special Projects – Robin Bello

- **National Core Indicator (NCI) Survey:** The NCI Survey is taking place from November 2024 through June 2025. This year's NCI survey is the Adult In-Person survey and is conducted face-to-face with individuals who are 18 years or older and receive at least one service from the regional center.
 - NCI Training for AIH and TAY staff: May 7th, 2025 at 1pm.
 - Wiki: [SDRC / NCI](#)
 - NCI information: [National Core Indicators : CA Department of Developmental Services](#)
 - NCI flyers for clients/families are located under 'Promotional Toolkit' tab
- **Rate Reform:** Client Services is working closely with Community and Business Services on DDS Rate Reform and Service Code Crosswalk.
 - Rate Reform Office Hours: Every Tuesday at 9am. Please be on lookout for the weekly email reminder with zoom info and agenda topics.
 - SDRC Rates Google Site is up and running. Refer to Client Service/Service Coordinator Tab: [SDRC Rates](#)
 - The Program Manager Rate Reform Team members include:
 - Carly King, Participant Choice Specialist Unit 51 Ruffin Rd
 - Vanessa Smith, Program Manager Unit 12 Ruffin Rd
 - Amy Chen, Program Manager Unit 52 La Mesa
 - Julie Martinez, Program Manager Unit 20 National City
 - Frances Medina, Program Manager Unit 3 National City
 - Lori Sorenson, Program Manager Unit 38 Carmel Mt
 - Bill Lacey, Program Manager Unit 32 Carmel Mt
 - Rocio Guerrero, Program Manager Unit 4 La Mesa
 - Rafael Gaucin, Program Manager Unit 2 La Mesa

- **Self Determination** Unit 47, David Webb-Rex and Unit 51, Alyssa Delagnes:
 - As of 5/1/2025, there are 878 individuals participating in the Self Determination Program!
 - Join us! The SDP team continues to seek service coordinators to transfer to growth positions in Units 47 & 51. There are currently 4 positions available. We are recruiting for all age groups, with particular need in North County. If you are interested or have questions, please contact David Webb-Rex or Alyssa Delagnes, and speak with your program manager.
 - A new SDP S-IPP guide has been created and is available on Wiki.
 - The SDP team continues to engage in community outreach to share information about SDP!
 - The SDP team had a resource table at Leading the Charge on 4/2.
 - The SDP team presented about SDP at the Poway Parent Advocates Seeking Solutions (PASS) support group on 4/17.
 - The SDP team is looking forward to participating in the IEP Day conference on 5/17.
 - Save the date: SDP Conference 2025 has been confirmed for June 26, 2025.

- **Enhances Services Coordination (ESC)**, Unit 37, Delia Yopez:
 - **REFERRALS NEEDED!** Enhanced Services Coordination is accepting new referrals. We continue to need over 40 new cases and are looking forward to collaborate and support individuals on your caseload to learn about Enhanced Services Coordination. Have you ever thought “*If only I had more time...?*” We’re here to support!
 - **APRIL ESC HIGHLIGHT:** This month we wanted to share examples of the referral documentation sent our way.
 1. *A parent who is having a difficult time understanding the RC system and other generic services for her daughter, is 8 years old and the family lives in Escondido. PM and SC both agree that there seems to be a disconnect with mother’s understanding of what agencies provides which services they provide and how to work with them. Can you assist? Yes!*
 2. *Client is on the verge of becoming unhoused and losing custody of her children. She is hoping to find more stability, access therapy and gain independence. She is in a urgent state with housing and will benefit from a service coordinator who can dedicate time to her various needs with housing, CPS support, and mental health support. She has some confusion about the role of SDRC, but understands that SDRC does not offer emergency services. Can you assist? Yes!*
 3. *The family is very new to the United States and would like to help their daughter fill her dreams of continuing college and having a career. Mom has her own health limitations and our consumer does the majority of the household items and care for her mom, especially when dad is not around. Individual is a quick learner and ready to get any assistance available to her. Can you assist? Yes!*

- **CRITERIA:** Individual must meet criteria to refer to Enhanced Service Coordination unit.
 - POS expenditure report less than \$2000 within 12-month period from the date of referral
 - 15 years or older, exceptions on a case-by-case basis
 - Residence Code #11 or #13
 - Ethnicity/ Race: Spanish/ Latin (or) Black/ African American
 - Agreement of active participation with increased case management frequency (*SDRC ESC curriculum activities, monthly check-ins, quarterly meetings, annual IPP's and more*)
- **REFERRAL INFO:**
 - ESC referral resources
 - [ESC Case Referral Process](#)

Federal Programs (FP) /Special Incident Reporting (SIR) – Andi Hogan

Federal Programs:

- Thank you to everyone for their help during Cycle 14 of the HCBS-DD Waiver Audit! From record reviews to in-person visits the audit is an enormous group effort and we appreciate everyone who participated. We continue to receive audit findings and will have results to share soon.
- The Federal Programs and SIRs team will hold our **SIRs and Waiver Rager** via zoom on 5/8/25 and 5/22/25 from 9am – 10:30am. This is where you can bring all of your Med Waiver and SIRs questions and will be used as a virtual office hours space for any audit questions 😊 [Join Zoom Meeting](#) Meeting ID: 874 4221 9870 Passcode: J3SFCr
- Institutional Deeming Office Hours are the 2nd and 4th Wednesday of the month. You are welcome to pop in or make an [ID Office Hours Appointment](#) with Client Benefit Specialist Lexi Gomez for case consultation and general DDS Waiver questions.
- Our Med Waiver enrollment continues to grow! 💰 Thank you to the hard work of FPAs and SCs getting those Choice of Services forms signed so we can continue to increase our budget with these essential federal dollars!
- Imperial Valley is the reigning champion of **Waiver Wallet Winners!** Thank you to Units 55 and 40 for having the highest return of Choice of Services forms. Together these units total \$31,353.48 in annual POS spending to be recouped via the HCBS-DD Waiver program from a single month of COS requests!

SIRs:

- Please continue to direct providers to this [Special Incident Report form](#) and to **only** use the vendorsirs@sdrc.org inbox for emailing SIRs. This is the **ONLY** email where vendors should submit SIRs – SIRs should NOT be sent to KMSG or SC personal emails. Providers may also utilize the Service Provider Portal in lieu of the SIR form.
- The new SIR form was created to reflect the sections of a SANDIS SIR. Please be sure to include Section 4 of the form received from a vendor in the corresponding section of the SANDIS SIR for the “specific preventative action taken” area.

- Please remember that SCs are responsible for entering SIRs into SANDIS when a faxed or emailed PDF SIR is received from a provider. We are required to enter SIRs within 48 hours. See the [SDRC SIR Flowchart](#) for helpful information regarding the SIR process.
- Thank you for your hard work on SIR follow up! When sending a SIR Coordinator a follow up email please be sure to include that follow up information in a T19 note and respond to the SIRC who requested the follow up.
- The [SIRs Wiki Folder](#) is kept up to date. Please use this great resource for information on SIR follow-up, training, risk prevention resources, and narrative writing tips.
- Don't hesitate to reach out to the SIR team with questions at sirs@sdrc.org

Training – Johanna Stafford

- Foundations for Success – 31 new staff completed the 2 week training program.
- Next Foundations for Success will be June 2-5 and June 9-12.
- Please note that Foundations for Success now includes the 2 day PCT Training that is required for all staff as well as the Justice, Liberty and Belonging (AKA Cultural Humility Training) for all new hires.
- Justice, Liberty and Belonging for staff that have not already attended will be Session 1 on 5/13, 5/24, & 5/15 and the corresponding Session 2 on June 10, June 11, & June 12. Registration is required on LEAP
 - Session 2 Make-Up only is June 17. Registration also on LEAP.
- Training Team will be presenting the new SIPP to parents at the IEP Conference this month.
- Managers – please review LEAP to ensure your team is current with Harassment Prevention Training (every 2 years).



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Serving individuals with developmental disabilities in San Diego and Imperial Counties

DATE: May 13, 2025

TO: Board of Directors

FROM: Celeste Graham, Director of Clinical Services

RE: Clinical Services Department Report (February – April 2025)

Department-Wide:

- Continuing the Quality Improvement Project that launched on January 14, 2025. This is a multidisciplinary workgroup (including ASA, Physician Consultant, Director, Intake Managers, and Intake Coordinators) with focus on the Eligibility Decisions process with the goal to meet or exceed the 120-day timeline.
- Director of Clinical Services and Coordinator of Behavior Service participated in the DDS Clinical Interview for the HCBS Audit on April 3, 2025.

Intake Services:

- Welcomed Melissa Vasquez Ruvalcaba, Intake Coordinator, on April 28, 2025. 2 of the 3 remaining open IC positions have start dates in May 2025, with the 3rd vacant position anticipated to be filled by June 2025.
- Per DDS Directive dated March 21, 2025, SDRC finalized the “A Guide to California’s Regional Center Services System” with San Diego-specific resources and welcome letter by our Executive Director by the 30-day deadline following the directive. It is currently being translated to be provided to families upon Intake in their preferred language, to meet the 60-day DDS deadline of May 21, 2025.
- SDRC/Intake presentation on January 22, 2025 with Program Manager Tamara Crittenden at Lemon Crest Elementary School for Lakeside Union School District’s school psychologists
- SDRC/Intake presentation on March 5, 2025 with Assistant Director Rebecca Hamada at Grossmont High School for the Grossmont Union High School District’s director and assistant principals

Behavior Services:

- Coordinator of Behavior Services conducted a training for SDRC Special Incidents Review (SIR) team on red flags to watch for in SIRs related to physical restraints.
- Collaborations with Community Services and behavior respite providers include:
 - The Behavior Services team assisted Community Services in bringing in two more behavior respite providers.
 - Autism Coordinator developed a simplified form to inform behavior service providers about rate reform and updated service codes.
 - The Behavior Services team along with Community Services held a roundtable for behavior services providers to disseminate information on rate reform.
 - The Behavior Services team met with several prospective vendors to discuss what services they could provide for SDRC clients.

Psychological Services:

- Will be welcoming Dr. Paul Hobson as our new Coordinator of Psychology Services on May 27, 2025, filling the position that has been vacant since September 2024.

Nursing Services:

- Welcomed Linda Farmer as our new Coordinator of Nursing Services on April 7, 2025.
- Will be welcoming Brooklyn Castellanos, Nurse Clinician, on May 12, 2025.

EXCERPT from an SDRC-wide email sent by the Director of Clinical Services during Social Work Appreciation Month in March 2025, describing the Clinical Services Department (with team members at the time):

I am honored to have joined **CLINICAL SERVICES** last year and proud to highlight what this amazing team does. I boast at Foundations for Success that Clinical Services team members are the subject matter experts from the start and duration of a client and their family's journey at SDRC—from determining eligibility to supporting safe and medically necessary clinical services within their home and in the community! Please take a moment to see "what we do" (just a quick snapshot of the various responsibilities of our team) and "who we are"!

BEHAVIOR

What we do: *Provide resources on behavioral intervention approaches to SDRC staff and families. Educate and train SCs to review behavioral progress reports for clients with regional center funding applied behavioral programs. Maintain and update provider panel information of behavioral services. Participate in planning team meetings as requested by case management. Provide education and training in behavior interventions and related topics to SCs and community partners. Coordinate referrals and serve as a liaison in order to provide behavioral supports and service planning (residential placement, adult day program, mental health supports) at all geographic offices. Participate in the Community Placement Project and many other duties.*

Who we are: *Melissa Melgar (Coordinator), Katie Sorensen (Autism Coordinator), Laurel Critti, Crystal Johnson, Amanda Maksim, Janisse Marron-Hernandez*

INTAKE

What we do: *Responsible for assessing requests from community members for services. Perform initial intake assessments and social summaries. Part of the team in determination of eligibility for regional center services.*

Who we are: *JoeAnn Randall (Coordinator), Brittany Burkard (Manager), Adriana Cazares, Judith Munoz, Samantha Rivera, Nancy Olivas, Galo Vargas, Warisa Chulindra, Brandi Johnson, Alfredo Navarro, Elias Zendejas, Claudia Alvarado, Carolyn Crawford, Kathy Vang, Karinna Gutierrez, Therese Davis, Erica Castano, Gaye Harris, Nicole Parham, Tabitha Reyna, Marily Nava*

MEDICAL/DENTAL

What we do: *Responsible for medical and health diagnostic and consultation services for developmentally disabled clients served by the Regional Center. Make eligibility determination decisions. Provide consultation to case management and clinical staff. DDS Designee for consent for medical issues. Education and training of staff on medical and eligibility concerns. Oral health-related consultations and review for appropriate dental care for clients.*

Who we are: *Dr. Jaime Barea (Physician Consultant/Coordinator), Dr. Teddy Nelson (Physician Consultant), Denise Anderson (Dental Coordinator), Eden Samson (Dental Coordinator)*

NURSING

What we do: *Responsible for consultation with staff regarding health concerns of individuals. Participate in planning team meetings for individuals with difficult to serve medical issues in home and placement. Coordinate staff and vendor trainings on health issues that affect individuals with developmental disabilities. Includes two Nurse Clinicians who specifically support Early Start and CPP.*

Who we are: *Mizuki Goto, Jamie Wei, Maricris Trask, Rosa Garcia, Jane Saffery, Christine Machaj, Janet Freihof*

PSYCHOLOGY

What we do: *Coordinate psychology services requested by Regional Center staff related to eligibility and program needs, provide consultation to regional center staff on psychological issues. Provide training and consultation for Clinical and Client Services staff and collaborate with community partners.*

Who we are: *Dr. Christina Watson, Dr. Sara Bollens, Dr. Heather Kaplan-Santos (All 3 are Consultants through Columbus staffing)*

This team also takes time for FUN and sharing our love of food and good conversation during our potlucks. Clinical Services definitely meets the health-related needs of our clients and holds true to the mission of SDRC. We look forward to connection opportunities we will be offering to our SDRC colleagues in 2025!



March 21, 2025

D-2025-Legislation-001

TO: REGIONAL CENTER EXECUTIVE DIRECTORS

SUBJECT: STANDARDIZED INFORMATION PACKET – A GUIDE TO
CALIFORNIA'S LANTERMAN ACT

Welfare and Institutions Code (WIC) Section 4642(a)(3) requires the Department of Developmental Services (Department) to create, with stakeholder input, standardized information packets. The Standardized Information Packet related to services provided under the Lanterman Developmental Disabilities Services Act is now complete and publicly available for distribution and digital download from the Department's [website](#).

Background

The Standardized Information Packet provides an overview of the regional center system for individuals seeking services offered under the Lanterman Developmental Disabilities Services Act (WIC Sections 4400-4906). Additionally, the information packet provides a resource guide for individuals and their families on individuals' rights, contact information for their local regional center, the Department, the Office of Clients' Rights Advocacy, and the federally designated protection and advocacy agency (WIC Sections 4900-4906).

Guidelines

The Department will provide a template of the information packet to regional centers and requests the addition of the following information to the packet:

- A one-page personalized cover letter from the regional center Executive Director on page 2.
- A minimum of eight useful local resources within the regional center catchment area on page 44.

The Department will provide templates of the Standardized Information Packet for the Lanterman Act, including translated versions in threshold languages, via the Regional Center Portal. Separate correspondence related to the Regional Center Portal will be provided directly to the Directors of Client Services.

Within 30 days of this correspondence, regional centers must post PDF versions of the information packet to their regional center website, within their *Intake or Accessing Services* section, and also include a link to the Department's [website](#).

Within 60 days of this correspondence, regional centers must begin distributing the information packets to families at intake, in the preferred language of each individual's

family. Regional centers must provide alternative languages or formats of the information packet as required.

For any questions regarding the Standardized Information Packet, please contact the Office of Community Operations at (916) 654-1958 or oco@dds.ca.gov.

Sincerely,

Original Signed by:

ERNIE CRUZ
Deputy Director
Community Services Division

cc: Regional Center Administrators
Regional Center Community Services Directors
Regional Center Directors of Client Services
Association of Regional Center Agencies
Pete Cervinka, Department of Developmental Services
Carla Castañeda, Department of Developmental Services
Michi Gates, Department of Developmental Services
Tiffani Andrade, Department of Developmental Services



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Serving individuals with developmental disabilities in San Diego and Imperial Counties

DATE: May 6, 2025
TO: Board of Directors
FROM: Miguel Larios, Director of Community Services
RE: Community Services Director's Report: February 2025 to April 2025

Community Services: Mission Statement

The mission of the Community Services Department: To provide high quality and meaningful services that are reflective of the diversity of the community of people served by San Diego Regional Center in collaboration with families, agency staff, and community partners. The Community Services Department develops community partnerships through outreach and education about issues and services affecting individuals with developmental disabilities.

Direct Service Professional Internship Program:

DSP INTERNSHIP PROGRAM

The DSP Internship Program will provide 2,500 entry-level interns the opportunity to be paid for up to 30 hours per week for up to three months while learning high-quality DSP skills alongside a qualified DSP in a variety of settings performing a variety of functions. The recruitment of DSP interns will focus on populations that reflect California's diverse population and specifically those who do not traditionally have a pathway towards jobs in the field of providing services to individuals with I/DD.

Updates:

- As of 04/15/2025:
 - 156 interns placed
 - 46 interns converted to become DSPs
 - 20 Regional Centers referred service providers
- [Online platform \(QR Code\)](#)
- Invitations for All's WELL to speak at any regional center meeting should be sent to the Department with advance notice.
- Questions? Email: Workforce@sdrc.ca.gov
- >>> DSP Internship Program with SDRC



Current Interns needed:	6
Interns Submitted:	23
Interns Onboarding:	8
Interns Placed:	10
Interns Converted:	14
Provider Count:	13



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Rate Reform and Service Acknowledgement Forms (SAFs)

As the Welfare and Institutions Code, Section 4519.8 requires, the Department of Developmental Services (DDS) submitted a service provider rate study to the Legislature in March 2019. The rate study addressed several areas, including but not limited to, evaluating alternative rate-setting methodologies, the number and types of service codes, and recommendations for simplifying and making service codes more reflective of the services provided. The rate study recommended using “rate models,” which identify cost factors and estimated costs for delivering various services and establish rates for services.

On September 19, 2024, DDS released a directive on the full implementation of the Rate Reform. The letter provided some background regarding rate reform, highlights some of the steps that have occurred over the last few years and previews of some upcoming activities.

On April 1, 2025, the Department of Developmental Services issued a directive extending the timeline for completion of Rate Reform Service Acknowledgement Forms (SAFs) from March 31, 2025, to May 30, 2025. In the next few weeks, SDRC will be working diligently to send out the Rate Reform Service Acknowledgements. The directive also provides updates regarding the Quality Incentive Program and Provider Directory

The final phase of Rate Reform is here and may require some quick action from our Service Provider Community. Rate Reform implementation is moving quickly as the Department of Developmental Services (DDS) plans to release a series of directives in the coming months. Directives will provide regional centers and providers with guidance on service descriptions, new components, and timelines. Providers that do not submit the required information in the Provider Directory **by May 30, 2025**, risk having their **billing suspended** beginning July 2025. For service providers included in Rate Reform, participation is the only way to attain or keep the **10% quality incentive** portion of the new rate.

SDRC is currently at 45% completion.



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Department Highlights

- Behavior Respite Roundtable: 01/08/25 - 4 providers attended; hosted by Sandra Bishop, Resource Coordinator.
- Coffee with Community Services: 01/25/25 - 75 providers attended; 02/24/25- 80 providers attended; 03/31/25 - 82 providers attended, 04/28/25 - 78 providers attended; hosted by the Community Services Department.
- Coordinated Family Supports Roundtable: 02/13/25 - 13 providers attended; hosted by Nicole Goetz, Resource Coordinator.
- Supported Living Roundtable: 01/15/25- 35 providers attended; 02/19/25- 35 providers attended; 04/16/25 - 44 providers attended; hosted by Raquel Zaragoza, Resource Coordinator.
- Residential Vendor Roundtable: 01/02/25 - 49 providers attended, 02/06/25 48 providers attended; 03/06/25- 32 providers attended, 04/03/25- 54 providers attended; hosted by Liliana Calderon, Residential Services Coordinator.
- Fiscal Management Services (FMS) Roundtable: 01/07/25- 16 providers attended; 02/04/25- 12 providers attended; 03/04/25 – 12 providers attended; 04/01/25– 16 providers attended; hosted by Gwen Noll, Resource Coordinator.
- Independence Facilitation Roundtable: 02/18/25- 17 providers attended; 03/18/25 - 16 providers attended; and 04/15/25 - 25 service providers attended; hosted by Gwen Noll Resource Coordinator.
- In-Home Respite Roundtable: 03/14/25 - 31 providers attended; hosted by Sandra Bishop, Resource Coordinator.
- Early Start Roundtable: 03/25/25 - 200 providers attended; hosted by Kristin Van Den Broek, Resource Coordinator and Sarah Franco, Manager of Client Services.
- Family Home Agency Roundtable: 02/06/25 - 4 providers attended; hosted by Naomi Carpenter, FHA Coordinator.



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It is my pleasure to announce the following updates to the Community Services Department:

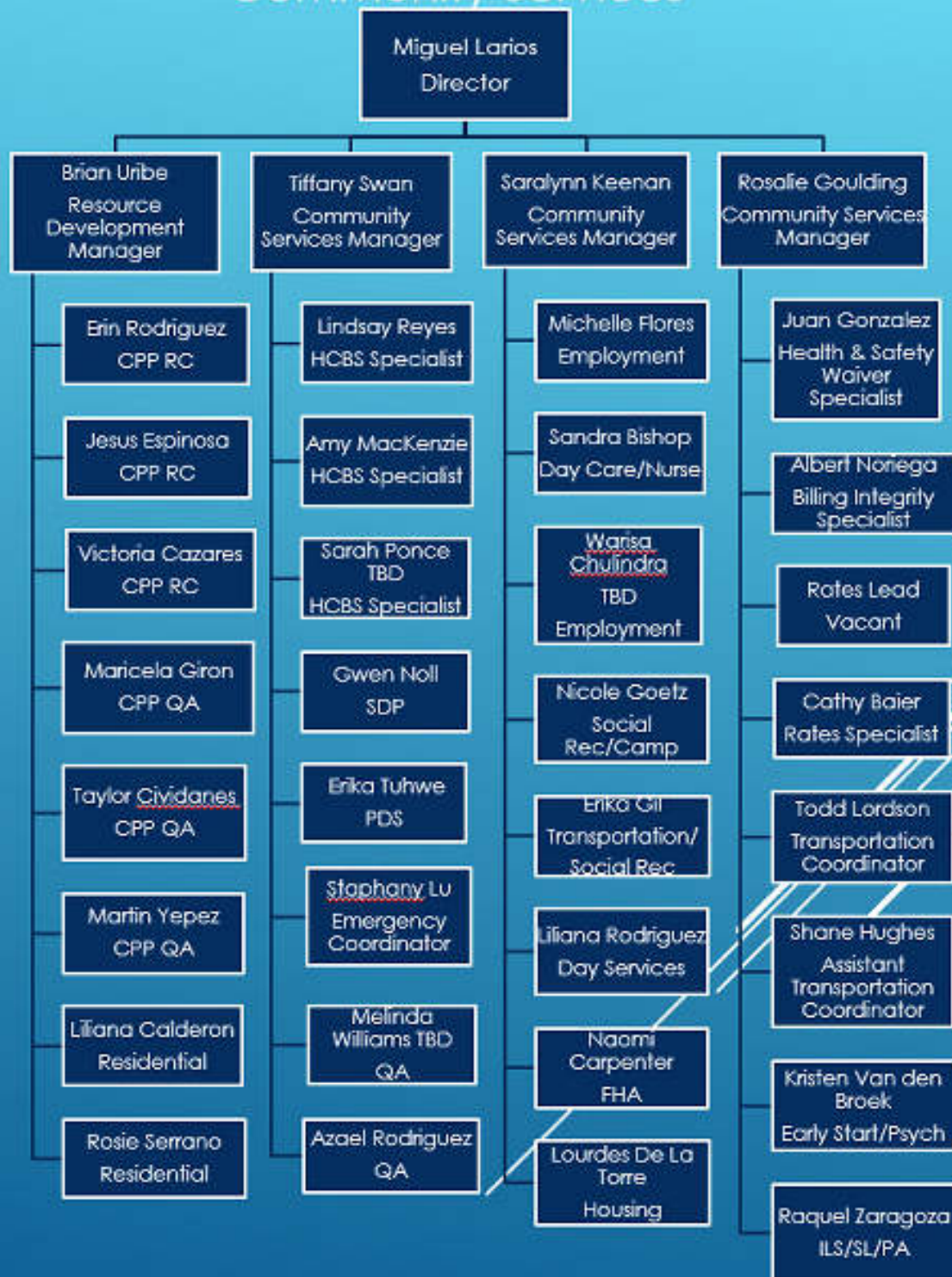
- Erika Tuhwe has accepted a Resource Coordinator position in our department. She will be assisting us with Participant Directed Services. She is currently a Service Coordinator in Unit 10 (CPP). Prior to that, she was a Service Coordinator in Unit 34 (Eastlake Adult-in home) and prior to that she worked at Easter Seals as a Life Skills Coach for 9 years. Tiffany Swan will be her direct supervisor, and her start date is to be determined. Erika has a Bachelor of Science in Psychology. Erika has started her position.
- Warisa Chulindra has accepted an Employment Services Resource Coordinator position in our department. Warisa will be coming on board as a second Employment Services Resource Coordinator, working in tandem with Michelle to support our Supported Employment Services Vendors, CIE and PIP incentive payment tracking, PIP data, outreach, and more! June will mark Warisa's six-year anniversary at SDRC. She started out as a Service Coordinator in Unit 32 (Children's Unit in Carmel Mountain) before transitioning into her role as an Intake Coordinator. Prior to coming to SDRC, Warisa previously worked as a Case Manager at California Mentor (an FHA) and at six ICF group homes with the Arc of San Diego. Warisa's first day in Community Services will be 5/27/25.
- Shane Hughes has accepted an Assistant Transportation Resource Coordinator position in our department. Shane has been a temp here at SDRC for the past 3 months assisting with Rate Reform by completing re-vendorizations. Shane comes from a background in Transportation – Managing routes and driver logistics, while also completing administrative support and event coordination through an Event Rental Company. He has taken off quickly and is already completing many tasks assigned to this position, including approving TSRs, entering POSs, and managing MTS Pronto Cards. He is excited to use his background in Technology and Transportation to help develop this role into something new and exciting!
- The amazing Jorge Malone has retired from SDRC after 24 years!! His last day with SDRC was on 03/31/25. It is with a heart full of gratitude that I look back at his accomplishments and meaningful connections. Over the decades, his hard work and support has shaped this regional center to be one of the best throughout the state. Jorge started in the business office processing thousands of invoices, he was then promoted to the Trust Department where he handled 2 alpha/desks during the CA budget shortfall of 2009, then moved to the authorization desk processing thousands of auths a week, and now he is finishing his career in our department with transportation- processing TSRs and authorizations. He was in transportation for 10 years.



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Community Services





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DATE: May 6, 2025
TO: Board of Directors
FROM: Clorinda Merino, Director of Equity
RE: DEIA Department (Q4 through May 2025)

Department Team:

- **Clorinda Merino Fausto** – Director - Responsible for formulating, developing, and implementing equity policies and practices within the organization.
- **Jennifer Sanchez** - DEIA Program Manager - Develop and implement strategies and initiatives to foster a diverse, inclusive, and equitable environment for all staff, individuals and families served and community partners.
- **Bernadette Boren** - Tribal Outreach Specialist - Responsible for identifying services gaps and unmet needs in Tribal communities, assisting with resource development to increase access to services.
- **Brenda Bello Vazquez** - Cultural Specialist - Implementation of SDRC's cultural competency initiatives to help ensure that the delivery of services and supports is culturally/linguistically inclusive.
- **Pedro Salcedo** - Language Accessibility Specialist - Manage, report, and implement the Language Access and Cultural Competency (LACC) Grant.
- **Sonia Griffin** - Early Start Service Coordinator - Support families in the community that are experiencing homelessness or immigration challenges.
- **Noemi Silva** - Early Start Service Coordinator - Support outreach events to raise awareness about SDRC services and the California Early Start Program
- **Monique McIntosh** - Deaf & Hard of Hearing Specialist - Point person and subject matter expert on the provision of services to Deaf and Hard of Hearing individuals with intellectual and developmental disabilities.

The DEIA Team will:

- Identify cultural and linguistic barriers to accessing SDRC services
- Create and implement strategies and processes to reduce systemic barriers and increase access to our services
- Reduce disparities in Purchase of Service (POS) for our diverse, underserved, and underrepresented, communities
- Identify potential service providers that reflect the communities we serve
- Establish strong relationships with community partners to increase knowledge of SDRC and the services we provide.

Community Engagement Activities:

- On February 8th, Self-Determined Futures in collaboration with SDRC held the first resource fair for the African American Support Group with 12 vendors and 30 attendees
- On February 21st, Tribal Outreach Specialist in partnership with Southern Indian Health Council and Acorns to Oak Trees conducted the first Campo Screening event where we screened 2 children under 3 years, and we referred 5 to over 3 services with support from an Intake Coordinator
- We held four POS meetings. One in Imperial in Spanish, 1 in San Marcos, and 2 at the Main office. All meetings were hybrid and provided language interpretation per their request
- On March 29th, we presented on SDP and CFS as well as had a resource table at the Empowerment and Resource Fair Townhall led by A Better Life Together

- On March 29, we attended two Grandparents Raising Grandchildren where Kate and Bernadette presented on our services in two separate locations. We also hosted a resource table at both locations.
- Sonia visited Birth line on March 18 where she completed 1 screening and 1 referral. She also attended Solutions for Change on March 18 where she had 4 screenings and 3 referrals. She attended Father Joe's on March 26 where she screened 3 and 1 was a referral. She visited Doors of Hope on March 27 where she screened 2 and referred 2. On April 23rd, she attended Father Joe's and screened 1 with no referrals
- On April 5th, Noemi attended the Annual Children's Fair in Imperial Valley where they screened 19 children and 18 were referred
- On April 12th, we attended the Race for Autism for the first time where we had 1 screening and 1 referral
- On April 18th, Sonia and Jennifer attended the Chollas Meade Color Fun Run and Resource fair where we screened 6 and referred 5
- On April 19, the Day of the Child Community Fair was held in Chula Vista where we had 27 screenings, 17 referrals
- On April 26, Nayyirah and Karolay attended the NAMI walk at NTC Park where we screened 3 children and 2 referrals
- On April 30th, Sonia was invited to a Dia de los Niños Resource Fair led by Operation Hope where 7 children were screened and 6 referred

Support Groups:

1. African American Support Group meets monthly at the Kroc Center and attendance varies from 1 to 15 attendees. Topics are selected by the attendees and currently led by two Service Coordinators with the support of our Cultural Specialist and Language Accessibility Specialist.
2. Middle Eastern Support Group meets bi-monthly at InDay program office (El Cajon) and attendance varies from 2 to 5 attendees. Topics are selected by the attendees and currently led by Nora Marzeena, owner of InDay Programs with support from SDRC Language Accessibility Specialist and Cultural Specialist.





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MEMORANDUM

DATE: May 6, 2025
TO: Board of Directors
FROM: Seth Mader, Chief Information Officer
RE: IT Department Report

Setting Up the New La Mesa Office

Very recently, the SDRC office in Santee moved to La Mesa. Most people don't realize how much work goes on behind the scenes by both SDRC's Facilities and IT teams when opening a new branch office.

Just to run a Cox internet line into the building required three separate permits. Because of the office's proximity to a trolley line, permits were required not only by the city of La Mesa, the county of San Diego but also SANDAG.

Setting up the IT infrastructure of a new office requires accessing internet, then installing firewalls, routers and network switches. Once they are installed, network cabling needs to be run from there to all the single person offices, each cubicle, to every printer, security cameras and basically everything in the office that connects to the internet.

After network cabling is completed, all the equipment that needs internet access needs to be installed. For the La Mesa office, all the employee workstations (computers, monitors, phones, keyboards, mice, etc.) needed to be moved from the Santee office. Because Client Services needed to keep working during the move, most of this work needed to be completed on nights and weekends.

This is just a glimpse of some of the work needed to be completed to move the Santee office to the new La Mesa location.

New Title 19 (T19) Interdisciplinary Note Status Type R

Effective January 1, 2025, California law was amended to allow individuals and families to option to continue to request an IPP or Annual Review meeting be held remotely over Zoom, Microsoft Teams or any other remote meeting software platform. This right originally planned to sunset now that the pandemic was considered over, but it seems this was a very popular and convenient option for many individuals / families. Although the new legislation allows for remote meetings, it also requires all individuals to be seen physically in person at least once every 12 months if they are over 3 years old and at least once every 6 months if they are under 3.



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For regional centers and DDS to track these new requirements, SANIDS was asked to create a new T19 status type R, for remote meetings. If the meeting is in person, the T19 status type F, for face to face, would be used. Although this sounds like a simple software update, this change affects UFS. It took DDS UFS programmers about 6 weeks to make all the changes to that system before it was able to accept this new T19 status type.



BOARD REPORT

Date: May 6, 2025
To: Board of Directors
From: Pamela Starmack, Director of Marketing & Communications
RE: Marketing & Communications Report

ADVERTISING

Digital Ad Campaigns with Feathr

Sep 7, 2024, to Apr 28, 2025

- 33 conversions (the number of times people clicked to the next page or clicked on a button like the “apply today” button – they acted).
- Since launching with Feathr, our ads have served over 416,000 impressions (the number of times people have viewed our campaigns), reaching over 90,000 people (fewer than impressions because several people viewed the campaigns more than once).
- Collectively, campaigns have been clicked on 1,932 times, driving an above-average (.1-.3%) click-through rate of .46%. This tells us that our creatives are engaging with your audience.
- Awareness campaigns have reached a net new audience of over 87,000 people, which means future retargeting campaigns can now target this audience segment.

Publications

Giving Back Magazine



North County Informador Magazine



San Diego Family Magazine

Babies and Toddlers Publication



SOCIAL MEDIA

Marketing attended the Medicaid Rally in Santee, where Zach Guzik and Cali Williams spoke.



Social post:

San Diego showed up strong at the Save Medicaid Rally in Santee!

Community members were there and spoke out loud and clear: NO CUTS TO MEDICAID. Our Assistant Director of Client Services, Zachary Guzik, and self-advocate and our board member, Cali Williams, delivered passionate calls to action—reminding everyone what's at stake for our Regional Center and the disability community at large across California and the U.S.

Medicaid provides 37% of the Department of Developmental Services' total funding—that's \$6.5 billion for essential programs. Without this funding, services are at risk. More than 70% of individuals served under the Lanterman Act are enrolled in Medi-Cal, and 34% also rely on In-Home Supportive Services (IHSS).

We stood outside Rep. @DarrellIssa's office with a unified message: hands off Medicaid! The fight isn't over—let's keep showing up, speaking out, and standing together.

Highlights from March:

Facebook: BIG milestone! We hit 10k followers.

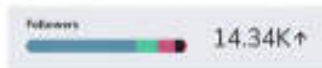
Instagram: Reels engagement was up by 106%

LinkedIn: Another milestone: we reached 2k followers!

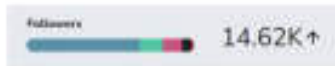
April Goal:

Develop posts highlighting SDRC programs (CFS, Supported Decision Making, CCP, PIP, Participant Directed Services)

January 2025



February 2025



March 2025



Facebook Top Posts (most engagement)



Social Work Month



Social Work Ice Cream Celebration



Vini DDS Award

Instagram Top Posts (most engagement)



Standard Post: Social Work Ice Cream Celebration



Reel: Call - DD Awareness Month



Story: San Diego LEND

LinkedIn Top Posts (most engagement)



Grassroots Day 2025



Social Work Ice Cream Celebration



Client Ambassador Panel

Events

Along with supporting our outreach teams' efforts, my team has been involved with external events – Leading the Charge, the Santee Rally, the HGH fundraising video, and the DDPN Forum. Next up is the Family Vendor Resource Fair in October.

STAFF ENGAGEMENT

To foster connection among staff and deepen engagement with our mission, the Marketing team continues hosting contests to recognize awareness days and months. These events invite individuals and teams to share photos of how they honor or celebrate the occasion. We choose a winner for each contest who receives special recognition in our newsletter and via email to all staff.

The recent contest winners, Unit 31, created a video for Autism Awareness Month. You can catch the video on our social media platforms. They'll enjoy lunch on us. Our runner-up, although we had good entries to choose from, used AI to create the rainbow-themed image.



Other

Comprehensive developmental milestone charts are now available in all languages and will be posted on our website.



The comprehensive **glossary of terms** is complete and will be shared this month on our website, among our teams, and with other regional centers. We view the glossary as a fluid document that gets updated as needed.



San Diego Regional Center
4355 Ruffin Road, San Diego, CA 92123
858-576-2996 / www.sdr.org

Serving individuals with developmental disabilities in San Diego and Imperial Counties

SDICDSI FINANCE COMMITTEE MEETING
Tuesday, May 13, 2025
Balboa Suite 300 Conference Room and via Zoom
11:00 a.m.

AGENDA

1. Call to Order
2. Approval of Minutes (Attached – Action Item)
-April 8, 2025, Finance Committee Meeting.
3. Approval of Purchase of Service Contracts (Attached – Action Item)
-*See the attached list of five (5) provider contracts.*
4. U.S. Bank, Fiscal Year 2025/ 2026 Line of Credit (Attached – Action Item)
5. Fiscal Year 2024/2025 Purchase of Services (POS) Monthly Status Report. (Attached – Information Item)
6. Fiscal Year 2024/2025 Operations (OPS) Spending Plan Reports. (Attached – Information Item)
7. Old Business/New Business
8. Adjourn

Committee Members:

Virginia Bayer
James Gonzalez
Chris Hodge

Yasuko Mason
Matt Storey (Chair)
Wade Wilde (Community Representative)



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Serving individuals with developmental disabilities in San Diego and Imperial Counties

SDICDSI FINANCE COMMITTEE MEETING MINUTES

Tuesday, April 08, 2025

3095 N. Imperial Avenue, El Centro, CA 92243

10:30 a.m.

Members Present: James Gonzalez, Dave Hadacek, Chris Hodge, Yasuko Mason, Matt Storey

Members Absent: Virginia Bayer, Wade Wilde

Staff Present: Mark Klaus, Miguel Larios, Dulce Morin, Brian Uribe, Robert Webb-Rex

Guests Present: Tessie Bradshaw, Terri Colachis, Norma Ramos

The meeting of the Finance Committee of the San Diego-Imperial Counties Developmental Services, Inc. (SDICDSI) was called to order at 10:49 am by Matt Storey, Finance Committee Chair.

1. **Approval of Minutes:** The draft minutes of the March 11, 2025, Finance Committee meeting were approved with J. Gonzalez abstaining.
2. **Approval of Purchase of Service Contracts:** The committee discussed approving the thirteen (13) purchase of service contracts presented to the Board.

M/S/C to recommend that the Board of Directors approve the thirteen (13) purchase of services contracts presented to the Board.

3. **Fiscal Year 2024/2025 Regional Center A-2 Contract Amendment:** Dulce Morin reviewed the A-2 allocation received from DDS on March 13, 2025. In the A-2 allocation, San Diego Regional Center will receive \$79,200,150 for Non-CPP purchase of services (POS), and 4,200,000 for Community Placement Plan (CPP) POS. The total A-2 POS contract is \$83,400,150. SDRC will receive \$714,769.00 for OPS and \$963,293.00 for CPP OPS. The total A-2 OPS contract is \$1,678,062. The total OPS/POS A-2 contract totals \$85,078,212.

M/S/C to recommend that the Board of Directors approve the Fiscal Year 2024/2025 Regional Center A-2 contract amendment presented to the Board.

4. **Fiscal Year 2024/2025 Purchase of Services (POS) Monthly Status Report:** Dulce Morin reviewed the FY 2024/2025 POS spending plan. Actual POS expenditures through February 28, 2025 were \$531,803,628. Total projected POS expenditures are \$810,271,185. The projected POS surplus for FY 24/25 is 8,085.089.
5. **Fiscal Year 2024/2025 Operations Spending Plan Report:** Dulce Morin reviewed the FY 2024/2025 Operations (OPS) spending plan. The net total projected expenditures are \$123,249,038. Net OPS expenditures through February 28, 2025 were \$62,062,119. The FY 2024/2025 OPS spending plan is projected to be balanced at fiscal year-end.
6. **Adjourn:** There being no further business, the Finance Committee meeting was adjourned at 11:33 am.

Matt Storey
Finance Committee Chair

c: Dave Hadacek
Mark Klaus

**San Diego Regional Center
Fiscal Status Report Summary
For the Nine Month Period Ending March 31, 2025**

	FY 2024/2025 A-2 Allocation & ICF SPA	Projected FY 2024/2025 Expenses	Surplus (Deficit)
Purchase of Services (POS)*			
Client Services	\$ 897,556,424 *	\$ 885,097,091	\$ 12,459,333
Community Placement Plan	4,300,000	4,300,000	-
Total POS	<u>901,856,424</u>	<u>889,397,091</u>	<u>12,459,333</u>

Operations Spending Plan			
A- Preliminary Contract	\$ 70,471,970		
A-1 Contract Amendment	52,777,068		
A-2 Contract Amendment	1,678,062		
Total Operations Allocation	<u>\$ 124,927,100</u>	<u>124,927,100</u>	<u>-</u>

Total Allocation as of the A-2 & Intermediate Care Facility- State Plan Amendment (ICF SPA)	<u>\$ 1,026,783,524</u>	<u>\$ 1,014,324,191</u>	<u>\$ 12,459,333</u>
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Purchase of Service Allocation & ICF SPA Reconciliation

A-Preliminary Contract	\$ 604,283,502
A-1 Contract Amendment	\$ 201,072,772
A-2 Contract Amendment	\$ 79,200,150
add: ICF SPA Reimbursement	<u>13,000,000</u>
Total Purchase of Service Allocation	<u>\$ 897,556,424 *</u>

San Diego Regional Center
Purchase of Service Monthly Status Report
For the Nine Month Period Ending March 31, 2025

	A FY2024/2025 A-2 Allocation	B FY2024/2025 Expenditures 03/31/2025	C Projected Expenditures Remaining	B+C Total Projected Expenditures FY 2024/2025	A-(B+C) + / -
Client Services					
Out of Home	\$ 269,341,330	\$ 188,358,316	\$ 78,744,070	\$ 267,102,386	\$ 2,238,944
Day Activity	181,190,883	130,087,984	50,151,843	180,239,827	951,056
Habilitation	18,330,237	12,616,434	4,988,678	17,605,112	725,125
Medical Services	15,444,175	9,408,557	4,674,562	14,083,119	1,361,056
Non-Med Services	49,398,895	35,527,345	12,746,444	48,273,789	1,125,106
Support Services	98,184,433	67,590,709	29,270,160	96,860,869	1,323,564
Early Childhood	37,731,260	23,167,380	13,305,452	36,472,832	1,258,428
Transportation	40,558,729	22,401,322	17,019,780	39,421,102	1,137,627
Other	187,376,482	114,688,795	70,349,260	185,038,055	2,338,427
Total Purchase of Services (POS)	897,556,424	603,846,842	281,250,249	885,097,091	12,459,333
less: ICF/SPA POS Reimbursements	(13,000,000)	(11,251,133)	(1,748,867)	(13,000,000)	-
Net Balance (A-2)	<u>\$ 884,556,424</u>	<u>\$ 592,595,709</u>	<u>\$ 279,501,382</u>	<u>\$ 872,097,091</u>	<u>\$ 12,459,333</u>
CPP					
CPP POS Expenses	\$4,300,000	\$159,506	\$4,140,494	\$4,300,000	\$ -
Total CPP (A-2)	<u>\$100,000</u>	<u>\$159,506</u>	<u>\$4,140,494</u>	<u>\$4,300,000</u>	<u>\$ -</u>

San Diego Regional Center
Fiscal Year 2024/2025 Operations Spending Plan
For the Nine Month Period Ending March 31, 2025

	Spending Plan	Expended YTD (03/31/2025)	Projected Expenditures Remaining	Total Projected Expenditures
Personnel				
Salaries	\$ 73,149,523	\$ 47,612,944	25,536,579	\$ 73,149,523
Fringe Benefits	26,932,333	11,639,231	15,293,102	26,932,333
Temporaries	611,229	388,016	223,213	611,229
Subtotal Personnel	<u>100,693,085</u>	<u>59,640,191</u>	<u>41,052,894</u>	<u>100,693,085</u>
General Expense				
General Exp, Supplies & Tech	2,567,448	862,298	1,705,150	2,567,448
General Maint. & Construction	2,264,713	76,328	2,188,385	2,264,713
Equipment Purchases	985,031	3,787	981,244	985,031
Information Technology	2,616,259	998,254	1,618,005	2,616,259
Building Services	734,319	638,270	96,049	734,319
Postage	336,913	243,826	93,087	336,913
Utilities	1,802,596	1,079,138	723,458	1,802,596
Printing	28,307	-	28,307	28,307
Accounting/Audit/Tax Fees	60,000	-	60,000	60,000
LOC Expenses	-	-	-	-
Tuition Reimbursement	610,000	-	610,000	610,000
Policy/Projects/Miscellaneous	3,268,497	865,673	2,402,824	3,268,497
Subtotal General Expense	<u>15,274,083</u>	<u>4,767,574</u>	<u>10,506,509</u>	<u>15,274,083</u>
Rent	6,753,510	4,601,307	2,152,203	6,753,510
Contracts				
Consultant Services	837,810	525,374	312,436	837,810
Equipment Rental	279,491	153,495	125,996	279,491
Subtotal	<u>1,117,301</u>	<u>678,869</u>	<u>438,432</u>	<u>1,117,301</u>
Other Expenses				
ARCA Expenses/Dues	158,824	7,868	150,956	158,824
Legal	629,379	390,043	239,336	629,379
Insurance	1,099,946	641,045	458,901	1,099,946
Travel	580,274	466,233	114,041	580,274
Board of Directors	82,006	65,248	16,758	82,006
Staff Training	38,176	22,443	15,733	38,176
Community Training	25,000	-	25,000	25,000
Public Information	25,000	-	25,000	25,000
Subtotal	<u>2,638,605</u>	<u>1,592,880</u>	<u>1,045,725</u>	<u>2,638,605</u>
Total Operating Expenses	126,476,584	71,280,821	55,195,763	126,476,584
Interest/Other Revenues	(1,357,332)	(1,454,682)	97,350	(1,357,332)
ICF SPA Service Fees Earned	<u>(192,152)</u>	<u>(145,377)</u>	<u>(46,775)</u>	<u>(192,152)</u>
Net Operating Expenses	<u>124,927,100</u>	<u>\$ 69,680,762</u>	<u>\$ 55,246,338</u>	124,927,100
A-2 OPS Allocation				<u>\$ 124,927,100</u>
Projected FY2024/2025 Spending Plan Surplus/(Deficit)				<u>\$ -</u>

San Diego Regional Center
Operations Spending Plan Comparison Report
For the Period Ending March 31, 2025

	YEAR-TO-DATE ACTUAL EXPENDITURES COMPARISON		FISCAL YEAR PROJECTED EXPENDITURES COMPARISON	
	Current Year Expenses through (03/31/2025)	Prior Year Expenses through (03/31/2024)	FY2024/2025 Total Projected Expenses	FY2023/2024 Total Expenses (estimated)
Personnel				
Salaries	\$ 47,612,944	43,031,404	\$ 73,149,523	\$ 63,335,579
Fringe Benefits	11,639,231	10,325,030	26,932,333	22,167,453
Temporaries	388,016	350,752	611,229	576,000
Subtotal Personnel	59,640,191	53,707,186	100,693,085	86,079,032
General Expense				
General Exp, Supplies & Tech	862,298	3,124,673	2,567,448	4,600,000
General Maint. & Construction	76,328	1,334,157	2,264,713	2,000,000
Equipment Purchases	3,787	952,981	985,031	1,551,103
Information Technology	998,254	601,809	2,616,259	1,447,379
Building Services	638,270		734,319	600,000
Postage	243,826	136,075	336,913	206,000
Utilities	1,079,138	149,679	1,802,596	230,000
Printing	-	22,665	28,307	54,500
Accounting/Audit/Tax Fees	-	5,750	60,000	76,300
LOC Expenses	-	-	-	-
Tuition Reimbursement	-	-	610,000	-
Policy/Projects/Miscellaneous	865,673	844,120	3,268,497	1,303,996
Subtotal General Expense	4,767,574	7,171,909	15,274,083	13,459,670
Rent	4,601,307	5,214,171	6,753,510	7,595,500
Contracts				
Consultant Services	525,374	142,068	837,810	1,426,000
Equipment Rental	153,495	204,459	279,491	463,250
Subtotal	678,869	346,527	1,117,301	2,014,250
Other Expenses				
ARCA Expenses/Dues	7,868		158,824	160,000
Legal	390,043	383,267	629,379	747,487
Insurance	641,045	766,042	1,099,946	993,570
Travel	466,233	374,646	580,274	674,500
Board of Directors	65,248	62,552	82,006	85,000
Staff Training	22,443	11,701	38,176	38,000
Community Training	-		25,000	25,000
Public Information	-	75	25,000	25,000
Subtotal	1,592,880	1,598,283	2,638,605	2,748,557
Total Operating Expenses	71,280,821	68,038,076	126,476,584	111,897,009
Interest/Other Revenues	(1,454,682)	(1,333,058)	(1,357,332)	(1,774,268)
ICF SPA Service Fees Earned	(145,377)	(142,138)	(192,152)	(184,776)
Net Operating Expenses	\$ 69,680,762	66,562,880	\$ 124,927,100	\$ 109,937,965



San Diego Regional Center
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Serving individuals with developmental disabilities in San Diego and Imperial Counties

Memorandum

DATE: May 6, 2025
TO: Board of Directors
FROM: Dulce Morin
RE: Contracts for Board Review

The May 13, 2025, Board meeting agenda includes the approval of contracts with the following five (5) service providers.

New or Revised Contracts

GQ0003 Amal Hassan DBA Lotus Care
GQ0004 Ginamarie Gioia Black DBA Refuge
PY3255 Oasis Residential Care Corp.
GQ0005 Sierra Way Home Corp. DBA Sierra Way Home 2

Renewals

HQ1875 Tippy Toe Transports

The contracts for Board review are posted on the San Diego Regional Center website in their entirety, including the contract summaries. To access the contracts, log on to the San Diego Regional Center website at <http://sdrc.org/board>, and scroll to the bottom of the page to view the current contracts.

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program): Address:	Amal Hassan DBA Lotus Care 830 Winston Dr. #A, San Diego, CA 92114
2	Vendor #:	GQ0003
3	Type of Program/level:	Adult Residential Facility Level 3 Staff operated
4	Scope of Work/Program Design:	Provides residential services including supervised community living programs for individuals with developmental needs. Offers comprehensive specialized services in self-help community living skills.
5	Program Capacity:	6; 4 private 1 shared rooms
6	Rate (hourly/daily/monthly):	\$7,536.49 per client per month less current SSI
7	Total Potential Compensation:	\$7,536.49 – \$1,420.07 (SSI)=\$6,116.42 x 6 (clients)=\$36,698.52 (monthly) x 60 (months)=\$2,201,911.20
8	Term of Contract:	May 15 th , 2025 – May14 th , 2030
9	Date of Initial Vendorization:	TBD
10	Significant Changes from Previous Contract:	New Vendorization

Document3

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program): Address:	Ginamarie Gioia Black DBA Refuge 2720 Bratton Valley Rd. Jamul, CA 91935
2	Vendor #:	GQ0004
3	Type of Program/Level:	Adult Residential Facility Level 3
4	Scope of Work/Program Design:	Staff operated facility serves individuals with two self-help deficits two behavioral challenges, or are non-ambulatory and provides a 1:3 staff ratio
5	Program Capacity:	4; 4 private
6	Rate (hourly/daily/monthly):	\$8,320.47 per client per month less current SSI
7	Total Potential Compensation:	\$8,320.47 – \$1,420.07 (SSI)=\$6,900.40 x 4 (clients) =\$27,601.60 (monthly) x 60 (months) =\$1,656,096.00
8	Term of Contract:	May 15, 2025 – May 14, 2030
9	Date of Initial Vendorization:	TBD
10	Significant Changes from Previous Contract:	New vendorization

Document3

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program): Address:	Oasis Residential Care Corp. P.O. Box 15571, San Diego, CA 92175 Home location: 4390 Bellflower Dr., La Mesa, CA 91941
2	Vendor #:	PY3255
3	Type of Program/level:	Level 7 Delayed egress home
4	Scope of Work/Program Design:	Start-up to develop a Level 7 home that serves individuals (children) with severe behavior challenges. They provide Behavior Consultation, enriched staffing, and awake overnight staff. Start-up will assist with hiring staff, renovations for non-ambulatory rooms, delayed egress gate with surrounding fence, along with fire sprinklers.
5	Program Capacity:	License capacity 4
6	Rate (hourly/daily/monthly):	2324-7 start-up contract: \$150,000 Additional funds: \$142,500
7	Total Potential Compensation:	\$292,500
8	Term of Contract:	May 01, 2024- April 30, 2027
9	Date of Initial Vendorization:	TBD
10	Significant Changes from Previous Contract:	New Vendorization

Document3

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program): Address:	Sierra Way Home Corp. DBA Sierra 11 E Sierra Way Chula Vista, CA 91911
2	Vendor #:	GQ0005
3	Type of Program/level:	Adult Residential Facility
4	Scope of Work/Program Design:	This is a Level 6 home that serves individuals with severe behavior challenges. They provide Behavior Consultation, enriched staffing, and wake overnight staff.
5	Program Capacity:	4; 2 private 1 shared rooms available
6	Rate (hourly/daily/monthly):	\$13,533.59 per client per month less current SSI
7	Total Potential Compensation:	\$13,533.59– \$1,420.07 (SSI)=\$12,113.52 x 4 (clients) =\$48,454.08 (monthly) x 60 (months) =\$2,907,244.80
8	Term of Contract:	May 15, 2025-May 14, 2030
9	Date of Initial Vendorization:	TBD
10	Significant Changes from Previous Contract:	New Vendorization

Document3

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	Tippy Toe Transports
2	Vendor #:	HQ1875
3	Type of Program:	Transportation Company 875
4	Scope of Work/Program Design:	The services provided by this agency supports adults with developmental disabilities by transporting them to various programs throughout North San Diego County.
5	Program Capacity:	SDRC usually limits the number of individuals served by a transportation company to 300. This agency currently has open authorizations for 40 individuals.
6	Rate (hourly/daily/monthly):	\$16.94 per ambulatory trip per day \$19.81 per non ambulatory trip per day \$23.26 per aide per hour
7	Total Potential Compensation:	Last FY with Covid and Alternative Service the total compensation was \$219,203.54. Expected growth not to exceed 7% year over year. Estimated total compensation not to exceed \$1,795,229.67.
8	Term of Contract:	June 1, 2025 through May 31, 2030
9	Date of Initial Vendorization:	May 30, 2023
10	Significant Changes from Previous Contract:	

Document1



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Serving individuals with developmental disabilities in San Diego and Imperial Counties

Memorandum

Date: May 06, 2025
To: Members, Board of Directors
From: Dulce Morin, Chief Financial Officer
Re: U.S. Bank National Association, Line of Credit

Staff is establishing a line of credit (LOC) to ensure cash is available to operate the San Diego Regional Center (SDRC) through the transition to the new fiscal year. U.S. Bank National Association (U.S. Bank) will provide the SDRC a **committed** revolving loan of up to \$80,000,000.00 for its operating cash needs from June 2, 2025, through October 31, 2025. The revolving loan amount of \$80,000,000.00 will give SDRC approximately 30 days of operating funds. The interest rate will be the U.S. Bank reference rate (prime rate). U.S. Bank will **not** charge fees for the unused portion of the line of credit.

The line of credit and security agreement is attached for your review. The LOC agreement amount has increased to \$80,000,000.00 to cover 30 days of operating funds. U.S. Bank will book the line of credit.

Staff will present the terms of the U.S. Bank line of credit agreement for discussion and analysis to the San Diego Imperial Counties Developmental Services, Inc., Board of Directors at the May 13, 2025, Board meeting. Staff recommends that the Board of Directors authorize the Executive Director and the Chief Financial Officer to enter into a line of credit agreement with U.S. Bank.

It is necessary for the Board of Directors to approve a formal resolution authorizing the Executive Director and the Chief Financial Officer to enter into a line of credit agreement with U.S. Bank. The resolution is:

“The Executive Director and the Chief Financial Officer are authorized to enter into a Credit and Security Agreement (Revolving Loan Facility) with U.S. Bank National Association (together with its successors and assigns) to borrow a revolving line of credit in the maximum principal amount of \$80,000,000.00, such commitment to be available for drawing for the period from June 2, 2025, through October 31, 2025. The Credit and Security Agreement is a binding obligation of the Corporation. This authorization is in addition to any other authorizations in effect. This resolution incorporates the terms of the Bank’s form of authorization to obtain credit, grant security, guarantee, or subordinate.”

The corporate secretary will certify that the resolution was duly adopted by the Corporation’s governing body and remains in effect; all signatures or initials appearing on the agreement are those of the persons

authorized in accordance with the resolution. The Board of Directors will vote on the resolution at the May 13, 2025, meeting.

If you have any questions, please contact me at (858) 576-2857.

c: David Hadacek
Mark Klaus

**CREDIT AND SECURITY AGREEMENT
(REVOLVING LOAN FACILITY)**

This CREDIT AND SECURITY AGREEMENT (REVOLVING LOAN FACILITY) (this “*Agreement*”), is dated as of June ~~32, 2024~~2025 (the “*Closing Date*”), and is between SAN DIEGO-IMPERIAL COUNTIES DEVELOPMENTAL SERVICES, INC., a California non-profit corporation (the “*Borrower*”) and U.S. BANK NATIONAL ASSOCIATION (together with its successors and assigns, the “*Lender*”).

RECITALS

WHEREAS, the Borrower has requested that the Lender agree to, among other things, provide a revolving loan facility in the maximum principal amount of \$80,000,000 (the “*Commitment*”) for its operating cash needs for its fiscal year and for Reimbursable Amounts (as hereinafter defined), such Commitment to be available for drawing for the period from June ~~32, 2024~~2025, through October 31, ~~2024~~2025 (the “*Availability Period*”), and the Lender agrees, subject to the terms and conditions set forth herein, to do so. Certain defined terms used herein have the meanings set forth in Section 11 below.

Accordingly, the parties hereto agree as follows:

SECTION 1. REVOLVING FACILITY; AUTHORIZATION TO DISBURSE.

(a) Subject to the terms hereof, the Lender agrees to make loans (the “*Loans*”) on a revolving credit basis to the Borrower from time to time on any Business Day during the Availability Period; *provided, however*, that the aggregate principal amount of all Loans outstanding shall not exceed at any time (i) the Commitment or (ii) the current aggregate Reimbursable Amount. Within the limits of the Commitment, the Borrower may borrow, prepay and reborrow Loans. Loans shall only be made for those amounts so long as the aggregate amount of such Loan and all outstanding Loans do not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, in either case, as demonstrated to the Lender in writing.

(b) The Borrower shall give the Lender irrevocable notice of a requested borrowing in the form of Exhibit A attached hereto, prior to 1:00 p.m., Los Angeles time, at least one (1) Business Day prior to the proposed Borrowing Date, (i) specifying the principal amount of the Loan requested (the “*Requested Loan*”), (ii) specifying the requested Borrowing Date, (iii) attaching a copy of the Borrower’s written request to the DDS for reimbursement under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan and (iv) making the certifications and providing the deliverables set forth in and/or required to be delivered pursuant to Section 8(b) hereof. The Borrower agrees that the Lender is hereby authorized and is instructed to disburse the proceeds of any Loan under this Agreement, subject to the terms and conditions hereof, as requested by the Borrower from time to time pursuant to this Agreement, to the Primary Operating Account. On the proposed Borrowing Date, subject to the terms and conditions set forth herein, the Lender shall make the Loan to the Borrower by crediting such

amount to the Borrower's Primary Operating Account. The Lender is hereby authorized and instructed by the Borrower to disburse the proceeds of the Loan on a revolving basis to the Primary Operating Account.

(c) In authorizing the Lender, pursuant to this Section 1, to disburse the proceeds of any Loan under this Agreement to the Primary Operating Account, the Borrower agrees as follows:

(1) The Lender shall disburse proceeds to the Borrower on each applicable Borrowing Date, up to the amount of the Commitment in accordance with the foregoing authorization provided that the Borrowing Date is not later than the termination of the Availability Period. The authorization will remain in full force and effect until the Obligations have been fulfilled.

(2) The Lender may decline to advance the proceeds of any Loan if all of the conditions precedent to such Loan set forth in Section 8(b) hereof are not satisfied.

(3) The Lender is authorized to release information concerning Borrower's credit record and financial condition: (i) to suppliers, other creditors, credit bureaus, credit reporting agencies, other credit reporters, and any guarantors, (ii) to or among departments of the Lender and its affiliates, and/or (iii) to other parties pursuant to an order from a governmental agency or court; and the Lender is authorized to obtain such information from any third party at any time and to take such other steps as the Lender deems appropriate to verify such information provided in connection therewith.

SECTION 2. RESERVED.

SECTION 3. INTEREST.

(a) Each Loan shall bear interest at a rate per annum equal to the Reference Rate. Interest shall be payable by the Borrower in arrears on the last day of each calendar month. Interest hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

(b) If any Default or Event of Default shall have occurred and be continuing, all amounts outstanding hereunder shall immediately and without notice bear interest at a rate per annum equal to the Reference Rate plus five percent (5.0%) per annum, payable by the Borrower on demand, from the date of the occurrence of such Default or Event of Default until such Default or Event of Default is no longer continuing (after as well as before judgment).

SECTION 4. REPAYMENT OF LOANS.

(a) The principal amount of the Loans, all unpaid interest thereon and all other Obligations, are due in full on the Maturity Date. In addition, if at any time the aggregate principal amount of the Loans outstanding exceeds the Commitment or the aggregate Reimbursable Amount at such time, the Borrower shall immediately repay the Loans in an amount equal to such excess.

(b) The Lender shall invoice the Borrower for payments, fees, expenses, and other amounts payable to the Lender in connection with this Agreement, which invoice(s) shall be due immediately upon receipt. Any amounts paid by the Borrower in response to an invoice shall be paid to the Lender in lawful money of the United States of America in freely transferable and immediately available funds in U.S. Dollars by Fed Wire transfer to: U.S. Bank, Government Banking WIP Account, Routing No.: 042000013, Account No.: 2519956 2160600, Reference: San Diego-Imperial Counties Developmental Services, Inc., or such other office as the Lender may designate from time to time. Each such payment shall be made by 2:30 p.m., New York time, on the date such payment is due. Funds received after such time shall be deemed received on the next succeeding Business Day.

SECTION 5. PAYMENTS GENERALLY.

(a) Payments of principal, interest and any other amount due hereunder shall be made to the Lender in the manner set forth in Section 4(b) hereof. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable during such extension.

(b) All payments by the Borrower hereunder shall be made without set off or counterclaim and in such amounts as may be necessary in order that all such payments (after deduction or withholding for or on account of any present or future taxes, levies, imposts, duties or other charges of whatsoever nature imposed by any governmental authority, other than any tax on or measured by the overall net income of the Lender) shall not be less than the amounts otherwise specified to be paid hereunder.

(c) *Increased Costs.*

(i) *Increased Costs Generally.* If any Change in Law shall:

(A) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender;

(B) subject the Lender to any Taxes of any kind whatsoever with respect to this Agreement or the Loans, or change the basis of taxation of payments to the Lender in respect thereof (except for Indemnified Taxes covered by Section 5(b) hereof and the imposition of, or any change in the rate of any Excluded Taxes payable by the Lender); or

(C) impose on the Lender any other condition, cost or expense affecting this Agreement or the Loans;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining the Loans, or to reduce the amount of any sum received or receivable by the Lender hereunder or under the Loans (whether of principal, interest or any other amount) then, upon

written request of the Lender as set forth in subsection (c)(ii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender, as the case may be, for such additional costs incurred or reduction suffered.

(ii) *Capital or Liquidity Requirements.* If the Lender determines that any Change in Law affecting the Lender or the Lender's parent or holding company, if any, regarding capital or liquidity requirements, has or would have the effect of either (1) affecting the amount of capital or liquidity required or expected to be maintained by the Lender or the Lender's parent or holding company, if any, or (2) reducing the rate of return on the Lender's capital or liquidity or the capital or liquidity of the Lender's parent or holding company, if any, as a consequence of this Agreement, or ownership of the Loans, to a level below that which the Lender or the Lender's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's parent or holding company with respect to capital or liquidity adequacy), then from time to time upon written request of the Lender as set forth in subsection (c)(iii) below, the Borrower shall promptly pay to the Lender, as the case may be, such additional amount or amounts as will compensate the Lender or the Lender's parent or holding company for any such reduction suffered.

(iii) *Certificates for Reimbursement.* A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or the Lender's parent or holding company, as the case may be, as specified in paragraph (i) or (ii) of this Section 5(c) above and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(iv) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to this Section 5(c) shall not constitute a waiver of the Lender's right to demand such compensation.

(v) *Survival.* Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 5(c) shall survive the termination of this Agreement and the payment in full of the Loans and the obligations of the Borrower thereunder and hereunder.

SECTION 6. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

(a) the Borrower is duly organized, validly existing and in good standing as a non-profit corporation under the laws of the State of California and has the power and authority to own its property (other than real property), lease its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary;

(b) (i) the Borrower is in compliance in all material respects with all Laws applicable to it, and all contractual obligations to which it is party;

(ii) the Borrower has neither received notice nor does it have knowledge that any Governmental Authority or accreditation organization is considering limiting, suspending, terminating, or revoking any Permit, except for notices or occurrences for which the Borrower is pursuing a plan of compliance or taking similar actions to correct any such deficiency in a manner acceptable to the related Governmental Authority or related accreditation organization such that upon completion of the related plan of compliance the Borrower does not reasonably expect a limitation, suspension, termination or revocation of such Permit;

(iii) all Permits are valid and in full force and effect;

(iv) to the extent it participates in a particular Program, the Borrower meets all of the requirements of participation and payment of Medicare, Medicaid, any other state or federal government health care programs and any other public or private third party payor programs (each, a "*Program*" and, collectively, "*Programs*") and is a party to valid participation agreements for payment by such Programs;

(v) there is no investigation, audit, claim review, or other action pending or, to the knowledge of the Borrower, threatened which could result in a revocation, suspension, termination, probation, material restriction, material limitation, or non-renewal of any Program participation agreement or result in the Borrower's exclusion from any Program;

(iv) neither the Borrower nor any of its officers and directors has been or is currently excluded from participation in any government health care programs pursuant to 42 U.S.C. § 1320a-7;

(c) the execution, delivery and performance by the Borrower of this Agreement is within its corporate powers, has been duly authorized by all necessary action and does not (i) contravene the Borrower's articles of incorporation, by-laws or other similar organizational documents, (ii) require any consent or approval of any creditor of the Borrower, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the Board of Governors of the Federal Reserve System of the United States, or any successor regulations), (iv) conflict with, result in a breach of or constitute a default under any contract to which the Borrower is a party or by which it or any of its respective property may be bound or (v) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by the Borrower or any affiliate thereof except such Liens, if any, expressly created by a Related Document;

(d) no authorization, approval or other action by, or notice to or filing with, any governmental authority or regulatory body (other than the filing of an appropriate UCC-1 financing statement under Section 7) is required for the due execution, delivery and performance by the Borrower of this Agreement;

(e) this Agreement and the other Related Documents to which the Borrower is a party are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(f) the Borrower will use the proceeds of the Loans solely for its operating cash needs and for other expenses in accordance with the DDS Agreement and no part of the proceeds from the Loans will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock;

(g) there is no litigation, proceeding, labor strike, condemnation or other dispute pending, or, to the best knowledge of the Borrower, threatened against or affecting the Borrower or its property;

(h) as to the DDS Agreement, (i) the Borrower has delivered to the Lender a true and correct copy of such Agreement, including all amendments and supplements thereto and (ii) such DDS Agreement is in full force and effect with no defaults by either party thereunder;

(i) all financial statements and other financial information regarding the Borrower provided to the Lender present fairly the financial condition and results of operation of the Borrower, are correct and complete in all material respects, and are consistent with the books and records of the Borrower and since June 30, ~~2023~~2024, there has been no material adverse change in the financial condition or operations of the Borrower that could reasonably be expected to result in a Material Adverse Effect;

(j) there is no environmental contamination at, under or about any properties leased by the Borrower, or material violation of any environmental law with respect to such properties or the business conducted at such properties, nor has the Borrower received any notice of any such violation;

(k) the Borrower's exact legal name, and the place of formation of the Borrower, are as set forth in the preamble to this Agreement;

(l) the Borrower is the legal and beneficial owner of the Collateral free and clear of all Liens except for Liens permitted by Section 9(h). Section 7 of this Agreement provides a Lien on and security interest in the Collateral to secure the prompt payment of (i) the Loans and (ii) all Obligations owing to the Lender hereunder. The Borrower has taken any and all action necessary to perfect the Lien on and security interest in the Collateral, pursuant to Section 7 hereof, by the filing of appropriate financing statements;

(m) all information, reports and other papers and data with respect to the Borrower furnished by the Borrower to the Lender were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections furnished by the Borrower to the Lender were prepared in good faith on the basis of the

assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Lender in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the Borrower, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the Borrower that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for any of the Loans, or the ability of the Borrower to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 6(m) or in such information, reports, papers and data or otherwise disclosed in writing to the Lender. The documents furnished and statements made by the Borrower in connection with the negotiation, preparation or execution of this Agreement and the Related Documents do not contain untrue statements of material facts;

(n) no default by the Borrower has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Indebtedness. No bankruptcy, insolvency or other similar proceedings pertaining to the Borrower or any agency or instrumentality of the Borrower are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No “default” or “event of default” under, and as defined in, any of the other Related Documents has occurred and is continuing. The Borrower is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The Borrower is not in violation of any material term of the Organizational Documents applicable to the Borrower or any material term of any bond indenture or agreement to which it is a party or by which any of its property is bound which could reasonably be expected to result in a Material Adverse Effect. The Borrower is solvent;

(o) none of the Related Documents or this Agreement provide for any payments that would violate any applicable law regarding permissible maximum rates of interest;

(p) the Borrower has not entered into any transaction of any kind with any affiliate, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject affiliate as would be obtainable by the subject affiliate at the time in a comparable arm’s length transaction with a Person other than the Borrower;

(q) the Borrower has good and marketable title to its assets except where the failure to have good and marketable title to any of its assets would not have a Material Adverse Effect free and clear of all liens except for those permitted by the Related Documents;

(r) the Borrower currently maintains insurance coverage with insurance

companies believed by the Borrower to be capable of performing their obligations under the respective insurance policies issued by such insurance companies to the Borrower (as determined in its reasonable discretion) and in full compliance with Section 9(d) hereof;

(s) the representations and warranties of the Borrower contained in the other Related Documents, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the Borrower in such Sections are hereby made for the benefit of the Lender. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Lender;

(t) all representations and warranties made hereunder and in any other Related Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default or Event of Default at the time of the making of any Loan, and shall continue in full force and effect as long as any Obligation hereunder shall remain unpaid or unsatisfied;

(u) the Borrower, its Subsidiaries and their respective directors, officers, and employees and, to the knowledge of the Borrower, the agents of the Borrower and its Subsidiaries are in compliance with Anti-Corruption Laws and all applicable Sanctions in all material respects. The Borrower and its Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance with Anti-Corruption Laws and applicable Sanctions. None of the Borrower, any of its Subsidiaries or any director, officer, employee, agent or affiliate of the Borrower or any of its Subsidiaries is an individual or entity that is, or is 50% or more owned (individually or in the aggregate, directly or indirectly) or controlled by individuals or entities (including any agency, political subdivision or instrumentality of any government) that are (a) the target of any Sanctions or (b) located, organized or resident in a country or territory that is the subject of Sanctions;

(v) (i) neither the Borrower nor any ERISA Affiliate maintains, contributes to or is obligated to maintain or contribute to, or has at any time within the past six years, maintained, contributed to or been obligated to maintain or contribute to, any employee benefit plan which is subject to ERISA;

(ii) all Governmental Plans have been established, operated, administered and maintained in compliance with all laws, regulations and orders applicable thereto, except where such failure so to comply would not reasonably be expected to have a Material Adverse Effect. All

contributions and any other amounts required by applicable law to be paid or accrued by the Borrower with respect to a Governmental Plan has been paid or accrued as required, except where failure so to pay or accrue would not be reasonably be expected to have a Material Adverse Effect;

(iii) the present value of the accrued benefit liabilities under each Governmental Plan that is funded, determined as of the end of the Borrower's most recently ended fiscal year on the basis of reasonable actuarial assumptions, did not exceed the current value of the assets of such Governmental Plan allocable to such benefit liabilities by an amount which would reasonably be expected to have a Material Adverse Effect; and

(w) the Borrower has no knowledge of any existing or pending strike, walkout or work stoppage.

SECTION 7. COLLATERAL.

(a) To secure the payment and performance of the Obligations, the Borrower hereby grants to the Lender a continuing security interest in all personal property and assets of the Borrower, whether now owned or hereafter acquired and wherever located (collectively, the "*Collateral*"), including but not limited to the following: (i) all present and future accounts, accounts receivable, general intangibles, payment intangibles, supporting obligations, agreements, guarantees, contracts, instruments, documents, chattel paper, leases, licenses, contract rights, letter-of-credit rights and other rights to payment, including but not limited to all rights to payment under the DDS Agreement (which such DDS Agreement is not intended to limit or prohibit the granting of a security interest in such rights to payment pursuant to Section 4630 of the California Welfare and Institutions Code) and all warrants issued by the State of California, whether registered or unregistered; (ii) all present and future demand, time, savings, deposit, securities and like accounts, and all money, cash and cash equivalents, whether or not deposited in any such account; (iii) all present and future stocks, bonds, securities, security entitlements, subscription rights, investment and/or brokerage accounts, and all other investment property, and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto; and (iv) any and all proceeds of the foregoing; *provided* that the Collateral shall not include any governmental permit or any license, contract or agreement to the extent that the collateral assignment thereof or the creation of a security interest therein would constitute a breach of the terms of such permit, license, contract or agreement, or would permit the relevant governmental authority or any party to such agreement to terminate such permit, license, contract or agreement, except the Collateral expressly shall include any proceeds of any of the foregoing assets; provided further that, any permit, license, contract or agreement excluded in accordance with the foregoing shall cease to be so excluded to the extent (x) such term is rendered ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or (y) all required consents to such assignment and security interest are obtained.

(b) The Lender is hereby authorized to file all such financing statements relating to the Collateral, and to take all such other actions as the Lender may deem appropriate to perfect and to maintain perfected the security interests granted herein. The Borrower shall execute and deliver to

the Lender, at the Borrower's expense, all instruments and documents requested by the Lender to fully perfect, protect and maintain the Lender's security interests granted herein or to enable the Lender to exercise and enforce its rights and remedies hereunder.

(c) The Lender may at any time: (i) itself or through its representatives, visit and inspect the Borrower's properties and examine and make abstracts from any of its books and records at any reasonable time, and (ii) during the existence of an Event of Default, notify obligors on the Collateral that the Collateral has been assigned as security to the Lender, request from such obligors information concerning the Collateral and the amounts owing thereon and direct such obligors to direct their performance to the Lender. Nothing contained herein shall constitute an assumption by the Lender of any obligations of the Borrower under any contracts assigned hereunder.

(d) During the existence of an Event of Default, the Lender shall have all rights and remedies under applicable laws or in equity, under this Agreement, and all rights and remedies of a secured party under the UCC, and in addition the following rights and remedies, all of which shall be cumulative and not exclusive and may be exercised with or without notice to the Borrower except as specifically required by applicable law: (i) to foreclose the Liens created hereunder by any available judicial procedure or without judicial process; (ii) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (iii) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be commercially reasonable; (iv) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (v) to enter into any extension, reorganization, disposition or any other agreement relating to or affecting the Collateral; (vi) to settle, compromise or release, on terms acceptable to the Lender, any amounts owing on the Collateral and/or any disputes with respect thereto; (vii) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral; (viii) to enforce payment and prosecute any action or proceeding with respect to the Collateral and take or bring, in the name of the Lender or the Borrower, any and all steps, actions, suits or proceedings deemed necessary or desirable by the Lender to effect collection of or to realize upon the Collateral in such order and manner as the Lender in its sole discretion shall determine; (ix) the right to receive, receipt for, endorse, assign, deposit and deliver, in the name of the Lender or the Borrower, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; (x) to the extent permitted by applicable law, to operate the business of the Borrower, directly or through a receiver, by taking possession of the Collateral or any part thereof and collecting and receiving the rents, issues, profits, income and proceeds thereof, pending the exercise of any and all other rights and remedies available to the Lender; and (xi) to set-off and appropriate and apply against the Obligations any and all deposits (general or special, time or demand, provisional or final) at any time held or owing by the Lender to or for the credit or the account of the Borrower. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact, effective upon an Event of Default, with full authority in the place and stead of the Borrower to do all acts and things and to execute all documents necessary or advisable to perfect and continue perfected and to preserve, maintain and protect the Collateral.

(e) The proceeds resulting from the collection, sale or other disposition of the Collateral shall be applied, first, to the costs and expenses (including reasonable attorneys' fees) of retaking, holding, storing and preparing for sale, selling, collecting and liquidating the Collateral; and second, to the satisfaction of all Obligations. The Borrower shall be liable for any deficiency. The Borrower waives all claims against the Lenders arising out of the repossession, retention or sale of the Collateral, or any part or parts thereof.

(f) (i) In the event that (1) an Event of Default has occurred and is continuing pursuant to this Agreement, (2) the Lender has notified the Borrower in writing of the occurrence and continuance of such Event of Default, and (3) the Borrower has failed to cure such Event of Default within fifteen (15) days of the receipt of such notice from the Lender; then, the Lender shall provide written notice to DDS of such Event of Default and request reimbursement of any amounts then due and owing under this Agreement. The Lender shall not request reimbursement from DDS of any amounts that constitute Advance Funds or in excess of funds otherwise due and payable by DDS to the Borrower. Such notice shall be sent to the State of California, Department of Developmental Services, 1600 9th Street, Room 300, MS3-18, Sacramento, California 95814, Attention: Hiren Patel, Esq. Such notice shall specify the amount of defaulted Obligations owing by the Borrower and shall include wire instructions and the address of the Lender.

(ii) The Borrower hereby irrevocably directs the Lender to immediately apply to the Obligations the proceeds of any wire transfer, check or other payment received by the Lender from DDS as contemplated in this subsection (f). To the extent the Lender receives funds from DDS, (1) the Lender shall apply such funds received to the Borrower's Obligations and (2) the Borrower shall credit such payment against sums owed to it by DDS under the DDS Agreement.

SECTION 8. CONDITIONS.

(a) *Conditions to Closing Date.* This Agreement shall become effective upon receipt by the Lender of the following, in each case in form and substance acceptable to the Lender;

(i) this Agreement, duly executed by the Borrower;

(ii) with respect to the Borrower, (A) resolutions of its board of directors or similar governing body, authorizing this Agreement and (B) its signature and incumbency certificate; *provided*, that with respect to clauses (A) and (B), such items may be in the form of an "authorization to obtain credit, grant security, guarantee or subordinate," in form and substance satisfactory to the Lender;

(iii) a certificate issued by an appropriate official of the Borrower's jurisdiction of organization stating that the Borrower is in good standing in such jurisdiction;

(iv) a copy of the DDS Agreement, along with the most recent amendment to such Agreement extending such Agreement through the Availability Period;

(v) (A) a UCC search against the Borrower, showing no Liens against the Collateral and (B) such Uniform Commercial Code financing statements (appropriately

completed) for filing in such jurisdictions as the Lender may reasonably request to evidence the Liens granted to Lender herein;

(vi) an executed Certificate of Beneficial Ownership and such other documentation and other information requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act;

(vii) Chapman and Cutler LLP, as counsel to the Lender, shall have received payment of its reasonable legal fees and expenses incurred in connection with the preparation, review, negotiation, execution and delivery of the Related Documents; and

(viii) such other approvals, opinions and documents as it may reasonably request and all legal matters incident to the making of the Loan shall be satisfactory to the Lender.

(b) *Additional Conditions to Loans.* The agreement of the Lender to make each Loan from time to time requested to be made hereunder is subject to the satisfaction, immediately prior to or concurrently with the making of such Loan, of the following: (i) the following statements shall be true and the Borrower’s acceptance of the proceeds of such Loan shall be deemed to be a representation and warranty of the Borrower, on the date of such Loan, that: (A) the representations and warranties contained in this Agreement and each certificate or other writing delivered to the Lender in connection herewith are correct on and as of such date in all material respects as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made on such date; and (C) the aggregate amount of such Loan and all outstanding Loans does not exceed the lesser of (1) the aggregate amount of Reimbursable Amounts already approved by DDS or (2) amounts certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budget and, in either case as demonstrated the Lender in writing and (ii) the making of such Loan shall not contravene any law, rule or regulation applicable to the Lender or the Borrower.

SECTION 9. COVENANTS.

So long as any Obligation shall be outstanding or any Commitment shall remain, the Borrower shall:

(a) (i) preserve and maintain its corporate existence and good standing in California, and comply in all material respects with all applicable laws, rules, regulations and orders, (ii) take all reasonable action to maintain all Permits necessary for the normal conduct of its business, including, without limitation, the maintenance of its status as a provider of acute care services eligible for reimbursement under the Medicare and Medicaid programs, and such other similar federal and state reimbursement or repayment programs unless the failure to maintain any such Permit could not reasonably be expected to result in a Material Adverse Effect, (iii) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted; (iv) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (v) use commercially reasonable

efforts to operate and maintain the facilities owned, leased or operated by such Person now or in the future in a manner believed by such Person to be consistent with prevailing industry standards in the locations where the facilities exist from time to time, except to the extent failure to do so could not reasonably be expected to result in a Material Adverse Effect;

(b) (i) keep adequate records and books of account, in which full and correct entries shall be made in accordance with GAAP of all financial transactions of the Borrower, its assets and its business and (ii) permit any Person designated by the Lender (at the expense of the Borrower) to visit any of the offices of the Borrower to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by Law, including, without limitation, any Health Care Law, or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Borrower with their principal officers, employees and independent public accountants, all at such reasonable times and as often as the Lender may reasonably request;

(c) furnish to the Lender: (i) as soon as available and in any event within two hundred seventy (270) days after its fiscal year end, a copy of its financial statements audited by an independent accounting firm satisfactory to the Lender, (ii) within three Business Days after receipt thereof, notice of (A) any default under the DDS Agreement or any rejection or reduction by DDS in any Reimbursable Amount previously notified to the Lender, any material adverse change in its business, (B) any Default or Event of Default, or notice thereof, hereunder, which shall be accompanied by a certificate signed by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto, (C) all actions, suits, disputes or proceedings pending or threatened against the Borrower before any arbitrator of any kind or before any court or any other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect, (D) any event, situation or circumstance which could reasonably be expected to result in a Material Adverse Effect, accompanied by a certificate signed by an authorized representative of the Borrower specifying in reasonable detail the nature and period of existence and what action the Borrower has taken or proposes to take with respect thereto and (E) the occurrence of any Health Care Reportable Event, (iii) promptly following a written request of the Lender, and in any event within three Business Days of the receipt of such request, a certificate of an authorized representative of the Borrower as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement, (iv) for the first three cash advance claims under the DDS Agreement for its fiscal year, within three Business Days after delivery thereof, a copy of each written request to DDS for reimbursement and (v) promptly following a written request of the Lender, such other information regarding the business affairs, financial condition and/or operations of the Borrower as the Lender may from time to time reasonably request;

(d) maintain, with financially sound and reputable insurance companies or associations liability insurance and property insurance in at least such amounts and against

such risks as are typically insured against in the same general area by companies engaged in the same or a similar business;

(e) (i) maintain its primary depository relationship with the Lender, and substantially all its deposit accounts with the Lender and (ii) not enter into any deposit account control agreement, securities account control agreement or any other agreement of similar force and effect with respect to the Primary Operating Account unless the Lender is a party thereto;

(f) upon receipt of any registered warrants issued by the State of California, either (i) apply the proceeds thereof to payment of the Obligations or (ii) promptly endorse the same in favor of the Lender as additional collateral, as the Lender may elect in its discretion;

(g) not create, incur, assume or suffer to exist any Indebtedness except for (i) Indebtedness created under this Agreement or otherwise owing to the Lender and (ii) capital leases in each case approved by the Lender in writing;

(h) not create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues except for: (i) Liens created under this Agreement or otherwise secured Indebtedness owing to the Lender, (ii) Liens securing capital leases approved by the Lender in writing and (iii) Liens in favor of DDS and existing pursuant to the terms of the DDS Agreement;

(i) not (i) enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); (ii) sell, transfer, convey, exchange, lease or otherwise dispose of any of its properties, business or assets; (iii) make any advance, loan, extension of credit or other investment in any Person except short-term liquid investments acceptable to the Lender or (iv) engage in any material line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental thereto;

(j) not change its legal name, or its place of incorporation, formation or organization (as applicable) from those specified in the preamble to this Agreement;

(k) (i) (A) comply with all Laws (including, without limitation, environmental laws, Health Care Laws, Anti-Corruption Laws and applicable Sanctions) applicable to it and its property, and (B) perform in all material respects its obligations under material agreements to which it is a party except, in each case, where non-compliance could not reasonably be expected to result in a Material Adverse Effect, such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed upon it or its property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that in the opinion of the Borrower are adequate;

(ii) (A) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; and (B) not use or allow any tenants or subtenants to use, or permit any Subsidiary to use or allow any tenants or subtenants to use, its property for any business activity that violates any applicable federal or state law or that supports a business that violates any federal or state law;

(l) not enter into, nor will it permit any other affiliate to, enter into any transaction of any kind with any affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the subject party as would be obtainable by the subject party at the time in a comparable arm's length transaction with a Person other than the Borrower or an affiliate;

(m) not modify, amend or consent to any modification, amendment or waiver in any material respect of any Related Document (other than amendments to the DDS Agreement to allocate funds made available from budget augmentations) or the Organizational Documents of the Borrower without the prior written consent of the Lender;

(n) (i) provide notice of any liability with respect to one or more Governmental Plans which could reasonably be expected to have a Material Adverse Effect;

(ii) not maintain, contribute to or be obligated to maintain or contribute to or have any liabilities with respect to any employee benefit plan which is subject to ERISA;

(o) not take or omit to take any action, which action or omission will in any way (i) result in the proceeds from the of the Loans being applied in a manner other than as provided herein, (ii) which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Related Document or which could reasonably be expected to result in a Material Adverse Effect, (iii) directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (B)(1) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or (2) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as Lender, underwriter, advisor, investor, or otherwise);

(p) perform and comply with each and every covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party;

(q) to the extent permitted by the DDS Agreement, law and the State of California, ensure that the Lender has the sole lien on Reimbursed Funds in the Borrower's

accounts and a junior lien (subject only to the paramount lien of DDS) on Advance Funds in the accounts; and

(r) provide, and shall cause each Subsidiary to provide, such information and take such actions as are reasonably requested by the Lender in order to assist the Lender in maintaining compliance with anti-money laundering laws and regulations.

SECTION 10. EVENTS OF DEFAULT.

The term “*Event of Default*” shall mean any of the following:

- (a) the use of the proceeds of the Loans in any manner not permitted hereunder;
- (b) the failure of the Borrower to make any payment required under this Agreement when due;
- (c) any breach, misrepresentation or other default by Borrower under any term or provision of this Agreement or any other agreement with the Lender or in any certificate or statement delivered hereunder or thereunder;
- (d) the Borrower shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 10(e) of this Agreement;
- (e) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any substantial part of its property, or a proceeding described in Section 10(d)(v) hereof shall be instituted against the Borrower and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;
- (f) the failure of the Borrower to comply with any order, judgment, injunction, decree, writ or demand of any court or other public authority;
- (g) the filing or recording against the Borrower, or the property of the Borrower, of any notice of levy, notice to withhold, or other legal process for taxes;

(h) the default by the Borrower on any Obligation hereunder; or the default in the observance or performance of any agreement or condition relating to any Indebtedness of the Borrower or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause, or permit (determined without regard to whether any notice is required), any such Indebtedness to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Indebtedness;

(i) the issuance against the Borrower, or the property of the Borrower, of any writ of attachment, execution, or other judicial lien or any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Lender, in an aggregate amount not less than \$100,000 shall be entered or filed against the Borrower or against any of its property and remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days;

(j) the sale or transfer of greater than ten percent (10%) of the assets of the Borrower or a change of ownership or membership interest of the Borrower;

(k) any of Fitch Ratings, Inc., Moody's Investors Service and Standard & Poor's Ratings Services shall have downgraded its unenhanced credit rating assigned to the State of California below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent) respectively, or suspended or withdrawn its rating of the same;

(l) the DDS Agreement shall be terminated by either party, or any material amendment or modification thereto shall be made that could have a material adverse effect on the Borrower's ability to pay the Obligations;

(m) any Related Document or any material provision thereof, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of the Lender, all the Obligations, ceases to be in full force and effect, or the Borrower or any Governmental Authority contests in any manner the validity or enforceability of any Related Document or any provision thereof, or the Borrower denies that it has any or further liability or obligation under any Related Document, or purports to revoke, terminate, or rescind any Related Document or any provision thereof;

(n) the Borrower shall default in the due performance or observance of any of the covenants set forth in Section 9 hereof; or the Borrower shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement (other than with respect to any Event of Default specified in this Section 10) or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof; or

(o) (i) the amount (if any) by which the aggregate present value of accrued benefit liabilities under all funded Governmental Plans exceeds the aggregate current value of assets of such Governmental Plans by an amount which would reasonably be expected to result in a Material Adverse Effect; or (ii) the Borrower becomes subject to any liability with respect to one or more Governmental Plans that would reasonably be expected to result in a Material Adverse Effect; or (iii) the Borrower fails to administer or maintain a Governmental Plan in compliance with the requirements of any applicable laws, statutes, rules, regulations or court orders and such failure would reasonably be expected to result in a Material Adverse Effect.

Upon the occurrence of any Event of Default, the Lender, in its discretion, may cease making Loans hereunder and may declare the Loans and all other Obligations under this Agreement immediately due and payable; however, upon the occurrence of any Event of Default described in subsections (d), (e), (f) or (g) above, all principal, interest, fees, expenses, charges and other Obligations owing under this Agreement shall automatically become immediately due and payable. Upon the occurrence of an Event of Default, the Lender may, at its option, compute the interest rate applicable to Borrower's obligations hereunder at a per annum rate equal to five percent (5%) in excess of the applicable interest rate specified in Section 3(a) above, calculated from the date of the occurrence of such Event of Default until all amounts due and payable hereunder are paid in full. Upon the occurrence of an Event of Default, the Lender may exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in this paragraph) and as otherwise available at law and at equity. Upon any failure by the Borrower to make required payments of principal, interest or other amounts due and owing with respect to any Loan, no provision in the DDS Agreement is intended to limit or prohibit the Lender from setting off against or otherwise applying funds on deposit in the accounts of the Borrower at the Lender to satisfy the Obligations of the Borrower.

SECTION 11. DEFINITIONS.

Unless the context otherwise requires, terms defined in the UCC and not otherwise defined in this Agreement shall have the meanings defined for those terms therein. In addition, capitalized terms not otherwise defined herein shall have the following respective meanings:

"Advance Funds" means any fund paid in advance by DDS to the Borrower pursuant to Section III(3) of the DDS Agreement for services not yet rendered by the Borrower, including DDS's reimbursements to the Borrower for its expenditures that are then applied to replenish Advance Funds. The Borrower is indebted to DDS for the amount of Advance Funds received by the Borrower for any fiscal year, until such amount is either repaid by the Borrower or DDS or reduced through offset by DDS against reimbursement claims submitted by the Borrower to DDS.

"Anti-Corruption Laws" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, and any other anti-corruption law applicable to the Borrower and its Subsidiaries.

"Availability Period" has the meaning set forth in the recitals hereof.

“Beneficial Owner” means a single individual with significant responsibility to control, manage or direct the Borrower.

“Borrowing Date” means the date on which the proceeds of a Loan will be available in the Borrower’s Primary Operating Account.

“Budgets” means the Borrower’s purchase of services (POS) and operations (OPS) budgets, each as set forth in Exhibit A to the DDS Agreement, as each budget may be amended from time to time in accordance with the DDS Agreement.

“Business Day” a day other than a Saturday, Sunday, a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or other day on which commercial banks in the State of California are authorized or required by law to close.

“Certificate of Beneficial Ownership” means a certificate in form and substance acceptable to the Lender (as amended or modified by the Lender from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Borrower.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“Code” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“Confidential Information” means any sensitive or confidential information regarding the Borrower, the Lender or any affiliate of the Lender including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

“DDS” the Department of Developmental Services, an agency of the State of California, and any successor agency having the same function.

“DDS Agreement” that certain written agreement between the DDS and the Borrower, pursuant to which the Borrower provides services to persons with disabilities as contemplated by the Lanterman Developmental Disabilities Services Act, as such

agreement may be amended, extended, supplemented or replaced from time to time.

“Default” any of the events specified in Section 10, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“Excluded Taxes” means, with respect to the Lender, Taxes imposed on or measured by its overall net income (however denominated), franchise Taxes and branch profit Taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which it is incorporated or is organized or in which its principal executive office is located.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Borrower.

“Governmental Authority” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

“Governmental Plan” means any plan, fund or similar program that is established or maintained by a or for a governmental entity which plan, fund or similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement of payments to be made upon termination of employment for which the Borrower could be liable and which is not subject to ERISA.

“Health Care Laws” means all relevant federal and state Laws regulating health services or payment, including, but not limited to, Section 1128B(b) and Section 1877 of the Social Security Act, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 *et seq.*), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary

penalty laws (42 U.S.C. § 1320a-7a), the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d-1320d-8), Medicare, Medicaid, and any other state or federal law, regulation, guidance document, manual provision, program memorandum, opinion letter, or other issuance which regulates kickbacks, patient or program charges, recordkeeping, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation, or any other aspect of providing health care.

“Health Care Reportable Event” means (a) the Borrower becomes subject to any civil or criminal investigations, or any material inquiries, validation reviews, program integrity reviews, reimbursement audits or statements of deficiencies, involving and/or related to its compliance with Health Care Laws; (b) any material exclusion, voluntary disclosure, notice of claim to recover material overpayments, revocation, suspension, termination, probation, restriction, limitation, denial, or non-renewal affecting the Borrower with respect to any material Program; or (c) the occurrence of any reportable event under any settlement agreement or corporate integrity agreement involving and/or related to its compliance with Health Care Laws entered into with any Governmental Authority.

“Indebtedness” as to any Person, means (i) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, (ii) all obligations of such Person evidenced by notes, bonds, debentures, loan agreements or other similar instruments, (iii) all indebtedness created or arising under any conditional-sale or other title-retention agreement with respect to property acquired by such Person, (iv) all capitalized leases obligations of such Person, (v) all obligations of such Person under a Swap Contract, (vi) all obligations, contingent or otherwise, of such Person under acceptance, under letters of credit (including standby and commercial), bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (vii) all guarantee obligations of such Person and all other obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to secure a credit against loss in respect of, indebtedness or obligations of others of the kinds referred to above and (viii) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person.

“Indemnified Taxes” means Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Related Document, other than Excluded Taxes and Other Taxes.

“Law” means, collectively, any treaty or any international, foreign, federal, regional, state and local law, statute, rule, guideline, ordinance, regulation, code, license, authorization, decision, injunction, interpretation or administration, order or decree or precedent of any court, or other Governmental Authority and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, security agreement, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Margin Stock” has the meaning ascribed to such term in Regulation U promulgated by the Board of Governors of the Federal Reserve System of the United States, as now and hereafter from time to time in effect.

“Material Adverse Effect” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower; (b) a material impairment of the ability of the Borrower to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Related Document to which it is a party or the rights, security, interests or remedies of the Lender hereunder or under any other Related Document.

“Maturity Date” means the last day of the Availability Period.

“Medicaid” means, collectively, the health care assistance program established by Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders, guidelines or requirements pertaining to such program including (a) all federal statutes (whether set forth in Title XIX of the Social Security Act or elsewhere) affecting such program; (b) all state statutes and plans for medical assistance enacted in connection with such program and federal rules and regulations promulgated in connection with such program; and (c) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all government authorities promulgated in connection with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“Medicare” means, collectively, the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 *et seq.*) and any statutes succeeding thereto, and all Laws, rules, regulations, manuals, orders or guidelines pertaining to such program including (a) all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting such program; and (b) all applicable provisions of all rules, regulations, manuals, orders and administrative and reimbursement guidelines and requirements of all governmental authorities promulgated in connected with such program (whether or not having the force of law), in each case, as the same may be amended, supplemented or otherwise modified from time to time.

“Obligations” the unpaid principal of and interest on (including, without

limitation, interest accruing after the maturity of the Loans and interest accruing on or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding and whether or not at a default rate) the Loans, and all other obligations and liabilities of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement and any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise.

“*OFAC*” means the U.S. Department of the Treasury’s Office of Foreign Assets Control, and any successor thereto.

“*Organizational Documents*” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“*Other Taxes*” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Related Document.

“*Patriot Act*” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

“*Permit*” means any permit, approval, authorization, certification, license, variance, accreditation or permission required from a Governmental Authority under an applicable Law or any accrediting organization.

“*Person*” any individual, firm, partnership, joint venture, corporation, limited liability company, association, business enterprise trust, unincorporated organization, government or department or agency thereof or other entity, whether acting in an individual, fiduciary or other capacity.

“*Primary Operating Account*” means the account of the Borrower held at U.S. Bank National Association, DDA Number 158300005598, CIF Number 100407063, Fed ABA Number 122235821, DDA Account Name: San Diego-Imperial Counties.

“Reference Rate” the rate of interest per annum publicly announced from time to time by the Lender as its *“reference rate”* or *“prime rate”* in effect at its office in New York, New York. Such rate is a rate set by the Lender based upon various factors including the Lender’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. The Reference Rate hereunder shall automatically change as and when the *“reference rate”* announced by the Lender shall change. Notwithstanding anything set forth herein to the contrary, in the event that the Reference Rate is less than zero, it shall be deemed to be zero for purposes of this Agreement.

“Reimbursable Amount” means, on any date, the aggregate amount owing and unpaid by the DDS to the Borrower under the DDS Agreement, which amounts (i) represent compensation for services that have been rendered by the Borrower (and not advance payments by the DDS) in accordance with the terms of the DDS Agreement and (ii) are the subject of written requests for reimbursement sent by the Borrower to the DDS.

“Reimbursed Funds” means any funds received by the Borrower from DDS that are not Advance Funds.

“Related Documents” means this Agreement, the DDS Agreement, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“Risk-Based Capital Guidelines” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

“Sanctions” means sanctions administered or enforced from time to time by the U.S. government, including those administered by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury or other relevant sanctions authority.

“Subsidiary” of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled.

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond

index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "*Master Agreement*"), including any such obligations or liabilities under any Master Agreement.

"*Taxes*" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"*UCC*" the Uniform Commercial Code of the State of California.

SECTION 12. MISCELLANEOUS.

(a) No amendment or waiver of any provision of this Agreement, or consent to any departure by the Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

(b) All notices and other communications to be given with respect hereto shall be in writing and mailed or delivered by reputable courier or by fax or by e mail or by other electronic means of communication capable of creating a written record of such notice and its receipt. To the extent that any electronic means of communication notice is permitted hereunder, the parties hereto shall provide appropriate e mail addresses or facsimile numbers. All such notices and communications shall be sent to the respective addresses for the parties set forth below, or to such other address as a party may specify by notice given in accordance with the provisions hereof:

If to the Borrower:

San Diego-Imperial Counties Developmental Services,
Inc.
4355 Ruffin Road, Suite 205
San Diego, California 92123-4308

If to the Lender for Advances:

U.S. Bank National Association
Cupertino De Anza

10381 S De Anza Blvd
Cupertino, CA 95014
Attention: Credit Support
Email: GBDCreditSupport@usbank.com

Attention: Diane Henry
Email: diane.henry1@usbank.com

Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

Attention: Christy Chambless
Telephone: (931) 684-8043
Email: christy.chambless@usbank.com

Attention: Tiana Cabrera
Telephone: (669) 437-0709
Email: tiana.cabrera@usbank.com

If to the Lender for all other matters: U.S. Bank National Association
Attention: Diane Henry
Email: diane.henry1@usbank.com

U.S. Bank National Association
U.S. Bank Center Milwaukee
777 E Wisconsin Avenue
Milwaukee, WI 53202
MK-WI-T5GB
Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

(c) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Related Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(d) The Borrower agrees to pay on demand all costs and expenses incurred by the Lender (including all attorneys' fees, including the allocated costs of in-house counsel to the Lender) in connection with the enforcement of this Agreement and any instrument or document executed in connection herewith, including losses, costs and expenses sustained as a result of a default by the Borrower in the performance of its obligations contained herein or in any related document. The Borrower agrees to pay, and indemnify and hold harmless the Lender and its officers, directors and

agents (each, an “*Indemnatee*”) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits and costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery and enforcement of this Agreement and any document or instrument executed in connection herewith or the use of the proceeds of the Loans (all the foregoing, collectively, the “*indemnified liabilities*”), other than indemnified liabilities arising from the gross negligence or willful misconduct of the Lender, as determined in a final, nonappealable judgment by a court of competent jurisdiction. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the making of the Loans or the use of the proceeds thereof. No Indemnatee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnatee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby. The obligations of the Borrower under this paragraph shall survive the payment in full of the Loans.

(e) (i) All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making of any Loan hereunder and shall continue in full force and effect until all of the Obligations hereunder shall have been paid in full. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns; provided that the Borrower may not assign any interest in this Agreement without the prior written consent of the Lender. The Lender may assign to any Person all or any part of, or any interest in, the Lender’s rights and benefits under this Agreement and any document or instrument executed in connection herewith and to the extent of such assignment such assignee shall have the same rights and benefits against the Borrower as it would have had if it were the Lender hereunder. The Lender may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (other than a natural person) in all or a portion of the Lender’s rights and/or obligations under this Agreement (including all or a portion of the Loans owing to it) and such participants shall be entitled to the benefits of this Agreement to the same extent as if they were a direct party hereto. Whenever in this Agreement any of the parties hereto is referred to, such reference shall, be deemed to include the successors and assigns of such party.

(ii) The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Loans, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

(f) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (without reference to its choice of law rules).

(g) ALL CLAIMS, CAUSES OF ACTION OR OTHER DISPUTES CONCERNING THIS AGREEMENT

(EACH A "*CLAIM*"), INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY TO THIS AGREEMENT, BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 ("*REFERENCE*"). THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE REFEREE SHALL BE APPOINTED BY THE COURT. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT. NOTHING IN THIS PARAGRAPH SHALL LIMIT THE RIGHT OF ANY PARTY AT ANY TIME TO EXERCISE SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL OR OBTAIN PROVISIONAL REMEDIES. THE PARTIES SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE EQUALLY UNLESS THE REFEREE ORDERS OTHERWISE. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, AND ENFORCEABILITY OF THIS PARAGRAPH. THE PARTIES ACKNOWLEDGE THAT THE CLAIMS WILL NOT BE ADJUDICATED BY A JURY. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, (A) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE (WHO SHALL BE A SINGLE ACTIVE OR RETIRED JUDGE) TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, *PROVIDED* THAT AT THE OPTION OF ANY PARTY TO SUCH PROCEEDING, ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (B) WITHOUT LIMITING THE GENERALITY OF SECTION 12(D) HEREOF, THE BORROWER SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

Subject to the foregoing, each party hereto hereby irrevocably and unconditionally:

- (i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of California, the courts of the United States of America for the Central District of California, and appellate courts from any thereof;
 - (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same; and
 - (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to any party at its address set forth in Section 12(b) (with, in the case of the Lender, a copy of such service of process to the following address: Office of the General Counsel, 400 California Street, San Francisco, California 94104).
- (h) This Agreement sets forth the entire agreement between the Borrower and the Lender relating to the subject matter hereof. This Agreement may be executed by one or more of the

parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) (i) The Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower and its affiliates, which information includes the name and address of the Borrower and its affiliates and other information that will allow the Lender to identify the Borrower and its affiliates in accordance with the Patriot Act. The Borrower hereby agree that it shall promptly provide such information upon request by the Lender.

(ii) The Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or its affiliates is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Lender from making any advance or extension of credit to the Borrower or its affiliates or from otherwise conducting business with the Borrower or its affiliates, and (b) ensure that the Loan proceeds shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto. Further, the Borrower shall comply, and cause each of its affiliates and any of their respective subsidiaries to comply, with all applicable Bank Secrecy Act (“BSA”) laws and regulations, as amended. The Borrower agrees to provide documentary and other evidence of the Borrower’s and the Borrower’s affiliates’ identities as may be requested by the Lender at any time to enable the Lender to verify the Borrower’s and the Borrower’s affiliates identity or to comply with any applicable law or regulation.

(j) (i) Upon the occurrence of an Event of Default, the Lender may, at any time and from time to time, without notice to the Borrower or any other person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations under this Agreement, without regard to whether or not the Lender shall have made any demand therefor, and although such Obligations may be contingent or unmatured, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts, such as restricted donor accounts) and any other debt at any time held or owing by the Lender to or for the credit or the account of any or all of the Borrower.

(ii) The Lender agrees promptly to notify the Borrower after any such set-off and application referred to in subsection (i) above, *provided* that the failure to give such notice shall not affect the validity of such set-off and application. Subject to the provisions of subsection (i) above, the rights of the Lender under this Section 12(j) are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lender may have.

(k) If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid

or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(l) From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents, and (b) make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Lender, be necessary or desirable in order to complete, perfect or continue and preserve the Lien hereof. Upon any failure by the Borrower to do so, the Lender may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Borrower, all at the sole expense of the Borrower, and the Borrower hereby appoints the Lender the agent and attorney-in-fact of the Borrower to do so, this appointment being coupled with an interest and being irrevocable. Without limitation of the foregoing, the Borrower irrevocably authorizes the Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements deemed necessary or desirable by the Lender to establish or maintain the validity, perfection and priority of the security interests granted herein, and the Borrower ratifies any such filings made by the Lender prior to the date hereof. In addition, at any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to verify the Borrower's identity and background in a manner satisfactory to the Lender.

(m) Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

(n) In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Borrower, on behalf of itself, its affiliates, acknowledges and agrees, and acknowledges its affiliates' understanding, that: (a) (i) the services regarding this Agreement and the Related Documents provided by the Lender and any affiliate of the Lender are arm's-length commercial transactions between the Borrower and its affiliates on the one hand, and the Lender and its affiliates, on the other hand, (ii) each of the Borrower and its affiliates has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (iii) the Borrower, on behalf of itself, and its affiliates is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents and (iv) the Lender has not provided any advice or assumed any (and has no) advisory or fiduciary responsibility in favor of

the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender or any affiliate of the Lender has provided other services or advised or is currently providing other services or advising the Borrower on other matters); (b) (i) the Lender and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (as a municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934, as amended) or otherwise), agent or fiduciary, for the Borrower or its affiliates, or any other Person and (ii) neither the Lender nor any of its affiliates has any obligation to the Borrower or its affiliates with respect to the transactions contemplated by this Agreement and the Related Documents except those obligations expressly set forth herein; and (c) the Lender and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its affiliates and neither the Lender nor any of its affiliates has any obligation to disclose any of such interests to the Borrower or its affiliates. To the fullest extent permitted by Law, the Borrower, on behalf of itself and its affiliates, hereby waives and releases any claims that it may have against the Lender or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement or the other Related Documents.

(o) In the event the Borrower files with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), this Agreement, any Related Documents or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*") (each such posting, an "*EMMA Posting*"), the Borrower shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Borrower acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Borrower's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

(p) The words "execute," "execution," "signed," "signature," and words of like import in any Related Document (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this Agreement, as of the date first above written.

SAN DIEGO-IMPERIAL COUNTIES
DEVELOPMENTAL SERVICES, INC., a
California non-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Brian D. Richter
Title: Senior Vice President

EXHIBIT A

FORM OF BORROWING NOTICE AND CERTIFICATION

_____, ~~2024~~2025

U.S. Bank National Association
Cupertino De Anza
10381 S De Anza Blvd
Cupertino, CA 95014
Attention: Credit Support
Email: GBDCreditSupport@usbank.com

Attention: Diane Henry
Email: diane.henry1@usbank.com

Attention: Brian D. Richter
Telephone: (414) 588-7722
Email: brian.richter@usbank.com

Attention: Christy Chambless
Telephone: (931) 684-8043
Email: christy.chambless@usbank.com

Attention: Tiana Cabrera
Telephone: (669) 437-0709
Email: tiana.cabrera@usbank.com

Ladies and Gentlemen:

SAN DIEGO-IMPERIAL COUNTIES DEVELOPMENTAL SERVICES, INC., a nonprofit corporation organized under the laws of the State of California (the "*Borrower*"), refers to that certain Credit and Security Agreement (Revolving Loan Facility) dated as of June ~~32, 2024~~2025 (as it may be amended, restated, modified or supplemented from time to time, the "*Credit Agreement*") between the Borrower and U.S. Bank National Association (together with its successors and assigns, the "*Lender*"). Terms defined in the Credit Agreement and not otherwise defined herein have the same respective meanings when used herein.

Pursuant to Section 1 of the Credit Agreement, the undersigned hereby requests a Loan under the Credit Agreement and in that connection sets forth below the information relating to such Loan (the "*Requested Loan*"), as required by the Credit Agreement.

1. The date of the Requested Loan, which is the date the Borrower is

requesting funds be credited to its account, is _____, ~~2024~~2025.

2. The aggregate amount of the Requested Loan is \$_____.

3. Attached hereto is a copy of the Borrower's written request to DDS for reimbursement (the "*Reimbursement Request*") under the DDS Agreement in an amount at least equal to the principal amount of the Requested Loan.

In connection with the Requested Loan, the Borrower, by executing below, hereby certifies to the Lender as follows:

(a) The amount(s) referenced in the Reimbursement Request (1) are due and owing to the Borrower from DDS in full and (2) have been certified by DDS to the Borrower as payable to the Borrower under its DDS approved Budgets, and, in each case, no such amount is, to the best knowledge of the Borrower, subject to offset or defense by DDS. Such amount(s) represent compensation for services that have been rendered by the Borrower in accordance with the terms of the DDS Agreement. Such amounts relate solely to the Borrower's [20__-20__] fiscal year. No part of such amount(s) have been previously received by the Borrower from the DDS.

(b) Upon funding of the Requested Loan, the aggregate principal amount of Loans outstanding under the Credit Agreement on such date will be \$_____ (the "*Total Outstanding Loans*") and the total Reimbursable Amount due to the Borrower will be \$_____ (the "*Total Reimbursable Amount*"), such amount consisting of the following unpaid reimbursement requests sent by the Borrower to DDS:

DATE OF REQUEST TO DDS	AMOUNT
_____	\$ _____
_____	\$ _____
	[and so on]
TOTAL:	\$ _____

(c) As of the date hereof, (i) the total amount appropriated to the Borrower by DDS under the DDS Agreement for the Borrower's [20__-20__] fiscal year is \$_____ (the "*Appropriated Amount*") and (ii) the Borrower has received from DDS \$_____ of reimbursements for the [20__-20__] fiscal year, leaving a remaining available Appropriated Amount of \$_____ (the "*Available Appropriated Amount*"). As of the date hereof, there are no amounts due from the Borrower to DDS (whether as a result of disputed or rejected reimbursement claims or otherwise), other than \$_____ (such amounts, if any, the "*Amounts Owed*"). In summary: Appropriated Amount (\$_____) – Reimbursements received (\$_____) – Amounts owing (\$_____) – Available Appropriated Amount (\$_____).

(d) Upon the borrowing of the Requested Loan, the Total Outstanding Loans

will not exceed the *lesser of* (i) the Total Reimbursable Amount due to the Borrower and (ii) the Available Appropriated Amount *less* any Amounts Owning.

The foregoing request and certification are hereby made as of _____, ~~2024~~2025, by the duly authorized officer executing below, for the benefit of the Lender, with knowledge that the Lender is relying thereon in making the requested Loan.

SAN DIEGO-IMPERIAL COUNTIES
DEVELOPMENTAL SERVICES, INC., a
California non-profit corporation

By: _____
Name: _____
Title: _____



San Diego Regional Center
4355 Ruffin Road, San Diego, CA 92123
858-576-2996 / www.sdrc.org

Serving individuals with developmental disabilities in San Diego and Imperial Counties

Memorandum

DATE: May 6, 2025
TO: Members, SDRC Legislation Committee
FROM: Chris Hodge, Chair
RE: May 13, 2025, Legislation Committee Agenda

The SDRC Legislation Committee will meet on Tuesday, May 13, 2025, at 10:00 a.m. in the 3rd Floor Conference Room (Suite 300) at the Ruffin Road office Building.

AGENDA

- | | |
|---|---------------------------------------|
| 1) Call to Order | Chris Hodge |
| 2) Approval of March 11, 2025, Minutes | Chris Hodge |
| 3) Legislative Updates <ul style="list-style-type: none">• State Budget• Legislation• Federal | Amy Westling, ARCA Executive Director |
| 4) DDPN Legislative Breakfast | Wendy Forkas |
| 5) Lanterman Coalition / ARCA Rally | Amy Westling / Mark Klaus |
| 6) Announcements | All |
| 7) Adjourn | Chris Hodge |



San Diego Regional Center
4355 Ruffin Road, San Diego, CA 92123
858-576-2996 / www.sdirc.org

Serving individuals with developmental disabilities in San Diego and Imperial Counties

SDICDSI Legislation Committee Meeting Minutes
Tuesday, March 11, 2025
Suite 300 Conference Room and via Zoom
10:00 a.m. – 11:00 a.m.

The meeting of the Legislation Committee of the San Diego-Imperial Counties Developmental Services, Inc. (SDICDSI) was called to order at 10:00 a.m. by Chris Hodge, Legislation Committee Chair.

- 1) State Budget Update - Mark Klaus
 - Overview of the January governor's proposal, which is perceived as a placeholder amidst uncertainties surrounding federal funding cuts and delayed tax filings. Uncertainty due to potential federal funding cuts and delayed tax filings
 - No new spending expected in the upcoming budget
 - Proposal to prohibit using state funds for undocumented individuals
 - Significant decline in Early Start referrals expected
 - Bills of Interest –
 - Allowing nasal seizure medication administration
 - Developing DSP workforce recommendations
 - Honoring 40th anniversary of ARC vs DDS decision
 - Assembly Bill 1335 to change CARF accreditation requirement
 - Importance of DSP labor classification for rate models and workers' comp
 - Assembly Sub 2 – March 26th
 - Senate Sub 3 – April 24th
- 2) SDRC Board of Director's Legislative Districts - Mark Klaus
 - 30% of Assembly members and Senators are new to their positions
- 3) SDRC Clients by Legislative District - Mark Klaus
- 4) ARCA Grassroots Day - Kate Kinnamont / Gabby Ohmstede
 - Positive experience for attendees (Gabby, Kate, Callie, Norma)
 - Met with legislators and representatives
 - Shared personal stories and tied experiences to supported bills
 - Blue Envelope program added to supported bills
 - Importance of showing diverse range of supported individuals to legislators
- 5) Announcements - All
 - Legislative Breakfast: Tentative dates 5/2/25 or 4/25/25, to be held at Balboa Park Club
 - CDSA Legislative Policy Day next week
 - Arc California UCP collaborative event on 4/1
 - Leading the Charge event in San Diego on 4/2
 - Final Master Plan committee meeting next Wednesday
- 6) Adjourn - Chris Hodge



San Diego-Imperial Counties Developmental Services, Inc.

4355 Ruffin Road, San Diego, California 92123 (858) 576-2996 www.sdrc.org

Date: April 30, 2025

To: Members, SDICDSI Personnel Committee
Virginia Bayer
Pamela Ehlers
James Gonzalez
Julie Randolph
Kimberly Rucker

From: Laura Oakes, Chair

Subject: Personnel Committee Meeting

The next Personnel Committee meeting will be held on Tuesday, May 13, 2025 at 10:00 a.m. This meeting will be in **Suite 203** or via Zoom if you prefer. The proposed agenda is attached.

If you have any questions or are unable to attend the meeting, please contact Christine Lux-Whiting at (858) 503-4441.

xc: Mark Klaus
Kimberly Steitz
Christine Lux-Whiting



San Diego-Imperial Counties Developmental Services, Inc.

4355 Ruffin Road, San Diego, California 92123 (858) 576-2996 www.sdrc.org

Personnel Committee Meeting
Raymond M. Peterson, M.D. Office Building
4355 Ruffin Road, San Diego, CA 92123

In-Person/Virtual Meeting

May 13, 2025

10:00 A.M. – 11:00 P.M.

AGENDA

1. Call to Order
2. Approval of the March 2025 Meeting Minutes (Enclosure 1)
3. Delinquent Performance Reviews
4. New Hire, Exit, and Turnover Reports (Enclosure 2)
5. Handbook Revision
6. Insurance Renewal
7. EAP Statistics
8. Wellness Activities
9. Other Business

Serving Individuals with Developmental Disabilities



San Diego-Imperial Counties Developmental Services, Inc.

4355 Ruffin Road, San Diego, California 92123 (858) 576-2996 www.sdrc.org

PERSONNEL COMMITTEE MINUTES

March 11, 2025

Members Present: Virginia Bayer, Laura Oakes, Julie Randolph
Members Absent: James Gonzalez, Kimberly Rucker
Staff Present: Christine Lux-Whiting, Kimberly Steitz, Tami West Harman

1. **CALL TO ORDER**
Laura Oakes called the meeting to order.
2. **MEETING MINUTES**
The minutes from the last Personnel Committee meeting held in November 2024 were approved.
3. **DELINQUENT EMPLOYEE PERFORMANCE REVIEWS**
There were 4 performance reviews overdue by 60 days, excluding employees on leave.
4. **NEW HIRE, EXIT AND TURNOVER REPORTS**
Reports for the period July 2024 through February 2025 were reviewed. In February 2025, there were 4 new hires and 5 departures.
5. **EMPLOYEE ASSISTANCE PROGRAM UTILIZATION REPORT**
Report was shared with committee and discussed.
6. **EMPLOYEE HANDBOOK**
Will bring revisions in May for review as there will be no Personnel Committee meeting in April.
7. **TUITION REIMBURSEMENT**
DDS program ends June 2025. No new applications were accepted after May 2024. The SDRC Tuition Reimbursement Program was reintroduced this fiscal year. The maximum reimbursement is \$2400.

The meeting was adjourned by Laura Oakes.

Respectfully Submitted,

Christine Lux-Whiting
Director, Human Resources

SD-ICDSI NEW HIRE REPORT

July 1, 2024 - June 30, 2025

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<u>DOH</u>	<u>TITLE</u>	<u>UNIT/DEPT</u>
4/28/2025	Service Coordinator	Unit 38
4/28/2025	Service Coordinator	Intake
4/28/2025	Service Coordinator	Unit 32
4/28/2025	Service Coordinator	Unit 53
4/28/2025	Service Coordinator	Unit 4
4/14/2025	Service Coordinator	Unit 32
4/14/2025	Service Coordinator	Unit 2
4/14/2025	Service Coordinator	Unit 11
4/14/2025	Service Coordinator	EC Floater
4/14/2025	Service Coordinator	Unit 45
4/14/2025	Service Coordinator	Unit 53
4/14/2025	Service Coordinator	Unit 8
4/14/2025	Service Coordinator	Unit 10
4/14/2025	Service Coordinator	Unit 39
4/14/2025	Service Coordinator	Unit 49
4/7/2025	Administrative Support Assistant	ISG
4/7/2025	Administrative Support Assistant	NISG
4/7/2025	Administrative Support Assistant	IVSG
4/7/2025	Coordinator Nursing Svcs.	Clinical
4/7/2025	Administrative Support Assistant	NISG
3/31/2025	Service Coordinator	Unit 49
3/31/2025	Service Coordinator	Unit 52
3/31/2025	POS Auth. Specialist	Business Svcs.
3/31/2025	Service Coordinator	Unit 53
3/31/2025	Service Coordinator	Unit 52
3/31/2025	Service Coordinator	Unit 48
3/31/2025	Service Coordinator	Unit 53
3/31/2025	Service Coordinator	Unit 13
3/31/2025	Service Coordinator	Unit 42
3/17/2025	Service Coordinator	Unit 42
3/17/2025	Service Coordinator	Unit 43
3/17/2025	Service Coordinator	Unit 13
3/17/2025	Service Coordinator	Unit 1
3/17/2025	Service Coordinator	Unit 34
3/17/2025	Service Coordinator	Unit 18
3/17/2025	Service Coordinator	Unit 18

SD-ICDSI NEW HIRE REPORT

July 1, 2024 - June 30, 2025

Enclosure 2

3/17/2025	Service Coordinator	Unit 52
3/17/2025	Service Coordinator	Unit 54
3/17/2025	Service Coordinator	Unit 56
3/17/2025	Service Coordinator	Unit 49
3/17/2025	Service Coordinator	Unit 11
3/17/2025	Service Coordinator	Unit 31
3/17/2025	Service Coordinator	Unit 21
3/3/2025	Service Coordinator	Unit 53
3/3/2025	Service Coordinator	Unit 43
3/3/2025	Service Coordinator	Unit 30
3/3/2025	Service Coordinator	Unit 18
3/3/2025	Service Coordinator	Unit 7
3/3/2025	Service Coordinator	Unit 10
2/18/2025	Service Coordinator	Unit 12
2/18/2025	POS Self Det. Coordinator	Business Svcs.
2/18/2025	Service Coordinator	Unit 44
2/3/2025	Administrative Support Assistant	SBSG
1/6/2025	Service Coordinator	Unit 44
1/6/2025	Service Coordinator	Unit 15
1/6/2025	Service Coordinator	Unit 53
1/6/2025	Service Coordinator	Unit 43
1/6/2025	Service Coordinator	Unit 38
12/30/2024	Service Coordinator	Unit 48
12/30/2024	POS Self Det. Coordinator	Business Svcs.
12/9/2024	Resource Coordinator	Community Svcs.
12/9/2024	Service Coordinator	Unit 11
12/9/2024	Service Coordinator	Unit 15
12/9/2024	Internal Auditor/Fiscal Monitor	Business Svcs.
12/9/2024	Mktg/Events Coordinator	Marketing/Communications
12/9/2024	Service Coordinator	Unit 6
12/9/2024	Service Coordinator	Unit 11
12/9/2024	Director of Equity	Executive
12/9/2024	Service Coordinator	Unit 44
12/9/2024	Service Coordinator	Unit 44
11/25/2024	Service Coordinator	Unit 28
11/25/2024	Service Coordinator	Unit 34
11/25/2024	Service Coordinator	Unit 41

SD-ICDSI NEW HIRE REPORT

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July 1, 2024 - June 30, 2025

11/25/2024	Service Coordinator	Unit 28
11/25/2024	Service Coordinator	Unit 20
11/25/2024	Service Coordinator	Unit 39
11/18/2024	Service Coordinator	Unit 41
11/4/2024	Service Coordinator	Unit 46
10/28/2024	Fiscal Assistant	Business Svcs.
10/28/2024	Service Coordinator	Unit 9
10/28/2024	Service Coordinator	Unit 44
10/28/2024	Service Coordinator	Unit 12
10/28/2024	Service Coordinator	Unit 44
10/28/2024	Service Coordinator	Unit 34
10/24/2024	Service Coordinator	Unit 3
10/14/2024	Administrative Support Assistant	ISG
10/7/2024	Service Coordinator	Unit 11
10/7/2024	Administrative Support Assistant	SISG
9/30/2024	Director, Clinical Services	Clinical
9/30/2024	Service Coordinator	Unit 46
9/30/2024	Service Coordinator	Unit 30
9/30/2024	Service Coordinator	Unit 18
9/30/2024	Service Coordinator	Unit 46
9/16/2024	Service Coordinator	Unit 5
9/16/2024	Service Coordinator	Unit 44
9/16/2024	Service Coordinator	Unit 45
9/16/2024	Service Coordinator	Unit 43
9/16/2024	Service Coordinator	Unit 12
9/16/2024	Service Coordinator	Unit 52
9/16/2024	Service Coordinator	Unit 16
9/16/2024	Service Coordinator	Unit 18
9/9/2024	Service Coordinator	Unit 18
9/9/2024	Service Coordinator	Unit 21
9/9/2024	POS Auth. Specialist	Business Svcs.
9/9/2024	Service Coordinator	Unit 44
9/9/2024	Service Coordinator	Unit 52
9/9/2024	Service Coordinator	Unit 9
8/19/2024	Service Coordinator	Unit 44
8/19/2024	Service Coordinator	Unit 12
8/19/2024	Service Coordinator	Unit 5

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2024 - June 30, 2025

8/19/2024	Application Analyst	IT
8/12/2024	Application Analyst	IT
8/12/2024	Service Coordinator	Unit 26
8/12/2024	Service Coordinator	Unit 52
8/5/2024	Service Coordinator	Unit 55
8/5/2024	Service Coordinator	Unit 13
8/5/2024	Service Coordinator	Unit 41
8/5/2024	Service Coordinator	Unit 53
8/5/2024	Service Coordinator	Unit 54
8/5/2024	Service Coordinator	Unit 46
8/5/2024	Service Coordinator	Unit 53
8/5/2024	Service Coordinator	Unit 46
8/5/2024	Service Coordinator	Unit 46
7/29/2024	Service Coordinator	Unit 1
7/29/2024	Service Coordinator	Unit 46
7/29/2024	Service Coordinator	Unit 48
7/29/2024	Service Coordinator	Unit 52
7/29/2024	Service Coordinator	Unit 35
7/29/2024	Service Coordinator	Unit 54
7/22/2024	Service Coordinator	Unit 34
7/15/2024	Service Coordinator	Unit 41
7/15/2024	Service Coordinator	Unit 22
7/15/2024	Service Coordinator	Unit 16
7/15/2024	Service Coordinator	Unit 12
7/15/2024	Service Coordinator	Unit 46
7/15/2024	Administrative Support Assistant	KMSG2
7/15/2024	Service Coordinator	Unit 44
7/15/2024	Service Coordinator	Unit 52
7/15/2024	Service Coordinator	Unit 7
7/8/2024	Service Coordinator	Unit 52
7/8/2024	Service Coordinator	Unit 13
7/8/2024	Service Coordinator	SB Float
7/8/2024	Service Coordinator	Unit 18
7/8/2024	Service Coordinator	Unit 22
7/8/2024	Service Coordinator	Unit 29
7/8/2024	Service Coordinator	Unit 20
7/8/2024	Service Coordinator	Unit 49

SD-ICDSI NEW HIRE REPORT

July 1, 2024 - June 30, 2025

Enclosure 2

7/8/2024	Service Coordinator	Unit 11
7/1/2024	Service Coordinator	Unit 11
7/1/2024	Financial Analyst	Business Svcs.
7/1/2024	Administrative Support Assistant	Intake Supp. Group
7/1/2024	Administrative Support Assistant	Intake Supp. Group
7/1/2024	Service Coordinator	Unit 3
7/1/2024	Service Coordinator	Unit 45
7/1/2024	Service Coordinator	Unit 52
	Service Coordinator	Unit 45

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2024 - June 30, 2025

<u>MONTH</u>	<u>TITLE</u>	<u>DEPARTMENT</u>	<u>TOTAL</u>					
Apr. 2025	Service Coordinators - 15	Client Svcs.						
	Coordinator Nursing Svcs. - 1	Clinical Svcs.						
	Administrative Support Assistants - 4	Program Supports	20					
Mar. 2025	Service Coordinators - 28	Client Svcs.						
	POS Auth Specialist - 1	Business Svcs.	29					
Feb. 2025	Service Coordinators - 2	Client Svcs.						
	POS Self Det. Coordinator - 1	Business Svcs.						
	Administrative Support Assistants - 1	Program Supports	4					
Jan. 2025	Service Coordinators - 5	Client Svcs.						
	Administrative Support Assistants - 1	Program Supports	6					
Dec. 2024	Service Coordinators - 8	Client Svcs.						
	POS Self Det. Coordinator - 1	Business Svcs.						
	Internal Auditor/Fiscal Monitor - 1	Business Svcs.						
	Mktg/Events Coordinator - 1	Mkt/Communications						
	Director of Equity - 1	Executive	12					
Nov. 2024	Service Coordinators - 7	Client Svcs.						
	Fiscal Asst. - 1	Business Svcs.	8					
Oct. 2024	Service Coordinators - 7	Client Svcs.						
	Administrative Support Assistants - 2	Program Supports						
	Director, Clinical Services - 1	Clinical Svcs.	10					
Sept. 2024	Service Coordinators - 24	Client Svcs.						
	POS Auth. Specialist - 1	Business Svcs.	25					
Aug. 2024	Service Coordinators - 14	Client Svcs.						
	Application Analysts - 2	IT	16					
Jul-24	Service Coordinators - 28	Client Svcs.						
	Administrative Support Assistants - 3	Program Supports						
	Financial Analyst - 1	Business Svcs.	32					

SD-ICDSI EXIT REPORT

Enclosure 2

July 1, 2024 - June 30, 2025

<u>DOT</u>	<u>TERM REASON</u>	<u>DOH</u>	<u>LENGTH OF SERVICE</u>	<u>TITLE</u>
4/30/2025	Another job	4/25/2025	1 year	SC
4/22/2025	Moving	5/10/2021	3 years, 11 months	SC
4/21/2025	Personal	3/4/2024	1 year, 1 month	SC
4/11/2025	Another job	10/14/2024	0 years, 7 months	SC
4/10/2025	Personal	3/17/2025	0 years, 3 weeks	SC
4/10/2025	Another job	12/9/2024	0 years, 4 months	SC
3/31/2025	Moving	9/18/2023	1 year, 6 months	ASA
3/27/2025	Retirement	3/29/2001	24 years	ATC
3/21/2025	Another job	8/28/2023	1 year, 7 months	SC
3/10/2025	Moving	9/12/2022	2 years, 6 months	SC
3/6/2025	School	4/3/2023	1 year, 11 months	SC
2/27/2025	Retirement	2/2/1998	27 years, 0 months	SC
2/27/2025	Another job	3/25/2024	0 years, 11 months	SC
2/24/2025	Moving	9/7/2021	3 years, 5 months	Acct. Coord
2/13/2025	Personal	5/20/2024	0 years, 9 months	Res.Coord.
2/7/2025	Another job	5/13/2024	0 years, 8 months	SC
1/31/2025	School	3/6/2023	1 year, 10 months	SC
1/30/2025	Personal	7/11/2022	2 years, 6 months	ASA
1/24/2025	Another job	7/1/2019	5 years, 6 months	SC
1/22/2025	Another job	10/29/2007	17 years, 3 months	HCBS Sp.
1/16/2025	Moving	7/1/2024	0 years, 6 months	Fin.Analyst
1/15/2025	Another job	1/22/2024	1 year, 0 months	SC
1/9/2025	Another job	2/26/2024	0 years, 10 months	SC
12/26/2024	Personal	7/15/2024	0 years, 5 months	SC
12/25/2024	Moving	9/12/2022	2 years, 3 months	SC
12/19/2024	School	10/16/2023	1 year, 2 months	SC
12/1/2024	Personal	12/17/2018	6 years, 0 months	ADCS
11/29/2024	Another job	5/13/2019	5 years, 6 months	SC
11/13/2024	Another job	11/21/2022	2 years, 0 months	SC
11/6/2024	Specified Term Employee	6/24/2024	0 years, 4 months	ESC
10/31/2024	Personal	3/8/2021	3 years, 7 months	SC
10/31/2024	Another job	10/10/2022	2 years, 0 months	SC

SD-ICDSI EXIT REPORT

Enclosure 2

July 1, 2024 - June 30, 2025

DOT	TERM REASON	DOH	LENGTH OF SERVICE	TITLE
10/24/2024	Personal	6/6/2022	2 years, 4 months	SC
10/24/2024	Another job	5/20/2024	0 years, 5 months	SC
10/21/2024	Another job	9/30/2024	21 days	SC
10/17/2024	Another job	2/27/2023	1 year, 8 months	SC
10/10/2024	Another job	7/6/2021	3 years, 3 months	Staff Psych
10/10/2024	Another job	8/14/2023	1 year, 2 months	Staff Psych
10/10/2024	Moving	10/10/2022	2 years, 0 months	SC
10/4/2024	Another job	3/13/2023	1 year, 7 months	SC
10/4/2024	Personal	6/28/2021	3 years, 3 months	PM
10/3/2024	Another job	4/4/2022	2 years, 6 months	SC
10/1/2024	Moving	8/29/2022	1 year , 1 month	SC
9/27/2024	Personal	7/1/2019	5 years, 3 months	CPS
9/27/2024	Personal	3/31/2008	16 years, 6 months	SC
9/20/2024	Another job	4/15/2019	5 years, 5 months	SC
9/13/2024	Another job	3/14/2022	2 years, 5 months	CNS
9/12/2024	Another job	2/26/2024	0 years, 6 months	POSSDC
9/12/2024	Another job	11/29/2021	2 years, 9 months	SC
9/12/2024	Moving	9/13/2021	3 years	SC
9/11/2024	Moving	12/6/2021	2 years, 11 months	SC
8/30/2024	Unknown	8/28/2023	1 year	SC
8/30/2024	Another job	8/9/2021	3 years, 1 month	SC
8/29/2024	School	8/7/2023	2 years	SC
8/29/2024	Moving	3/6/2023	1 year, 5 months	SC
8/16/2024	Another job	8/5/2024	1 week, 4 days	SC
8/9/2024	Another job	2/1/2021	3 years, 6 months	SC
8/9/2024	Personal	10/10/2001	22 years, 10 months	SC

SD-ICDSI EXIT REPORT

Enclosure 2

July 1, 2024 - June 30, 2025

<u>DOT</u>	<u>TERM REASON</u>	<u>DOH</u>	<u>LENGTH OF SERVICE</u>	<u>TITLE</u>
8/2/2024	Another job	5/6/2024	0 years, 3 months	SC
8/2/2024	School	8/15/2022	2 years	SC
8/1/2024	Another job	4/13/2020	4 years, 3 months	SC
7/31/2024	Another job, Lic. Hrs.	9/17/2018	5 years, 10 months	SC
7/31/2024	Retirement	7/16/1990	34 years	Hir. Mgr.
7/31/2024	Retirement	6/28/1979	45 years. 1 month	Mgr. SD
7/31/2024	Retirement	7/6/1999	25 years	PM
7/26/2024	Another job	4/13/2009	15 years, 3 months	HDSC
7/26/2024	Moving out of state	12/16/2019	4 years, 7 months	SC
7/26/2024	School	8/29/2022	1 year, 11 months	SC
7/16/2024	Retirement	6/29/1998	26 years, 1 month	ASA
7/12/2024	Retirement	7/1/2019	5 years	Trust.Asst.
7/5/2024	Retirement	1/8/2002	22 years, 6 months	PM

SD-ICDSI EXIT REPORT

July 1, 2024 - June 30, 2025

Enclosure 2

<u>MONTH</u>	<u>TITLE</u>	<u>DEPARTMENT</u>	<u>TOTAL</u>
Apr. 2025	Service Coordinators - 8	Client Svcs.	8
Mar. 2025	Service Coordinators - 3	Client Services	
	Asst. Transportation Coordinator - 1	Comm. Svcs.	
	Administrative Support Assistant - 1	Program Supports	5
Feb. 2025	Service Coordinators - 3	Client Services	
	Res. Coordinator - 1	Comm. Svcs.	
	Acct. Coordinator - 1	Business Svcs.	5
Jan. 2025	Service Coordinators - 4	Client Services	
	Administrative Support Assistants - 2	Program Supports	
	Financial Analyst - 1	Business Svcs.	
	HCBS Specialist - 1	Comm. Svcs.	8
Dec. 2024	Service Coordinators - 5	Client Services	
	Asst. Dir. Client Svcs. -1	Client Services	6
Nov. 2024	Service Coordinators - 4	Client Services	
	HDS Coordinator - 1	Comm. Services	5
Oct. 2024	Service Coordinators - 11	Client Services	
	Program Managers - 2	Client Services	
	Staff Psychologists - 2	Clinical Svcs.	
	Administrative Support Assistants - 2	Program Supports	17
Sept. 2024	Service Coordinators - 9	Client Svcs.	
	POS Self Det. Prog. Coord. - 1	Business Svcs.	
	Nurse Supervisor - 1	Clinical Svcs.	
	Clinical Psychologist Supervisor - 1	Clinical Svcs.	
	Pub. Info Coord. - 1	Marketing/Comm.	
	Administrative Support Assistants - 1	Program Supports	14
Aug. 2024	Service Coordinators - 10	Client Svcs.	10

SD-ICDSI EXIT REPORT

July 1, 2024 - June 30, 2025

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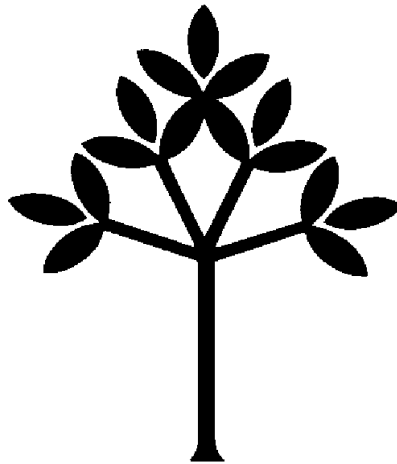
Jul. 2024	Service Coordinators - 3	Client Svcs.	
	Program Managers - 3	Client Svcs.	
	Hab Coordinator - 1	Comm. Svcs.	
	Administrative Support Assistants - 1	Program Supports	
	Trust Assistant - 1	Business Svcs.	
	Manager Software Dev. - 1	IT	10

SD-ICDSI TURNOVER REPORT
July 1, 2024 - June 30, 2025

	Average Number of Employees	New Job, School, Personal, Other	Moved, Retirement, Death	Total Number of Departures	Year to Date Turnover %
July	933	3	7	10	
August	949	9	1	10	
September	955	12	2	14	
October	945	16	1	17	
November	950	5	0	5	
December	950	3	1	4	
January	956	7	1	8	
February	956	3	2	5	
March	980	2	3	5	
April	989	7	1	8	
May					
June					
Totals	956	67	19	86	9.0%

***San Diego-Imperial Counties
Developmental Services, Inc.***

Employee Handbook



Adopted by the Board of Directors
June __, 2025

San Diego-Imperial Counties Developmental Services, Inc.
4355 Ruffin Road, San Diego, California 92123

This is the Employee Handbook of San Diego-Imperial Counties Developmental Services, Inc. (SD-ICDSI). The Employee Handbook has been formally adopted by the Board of Directors for use in the operation of the San Diego Regional Center.

This handbook is an important source of information regarding your employment. It is intended to clarify mutual expectations and to assist employees in understanding their rights and obligations as members of the staff of SD-ICDSI. It is your responsibility to become familiar with its contents and to bring any questions you may have to the attention of your supervisor or the Director of Human Resources.

This handbook only highlights SD-ICDSI policies to facilitate your understanding and does not constitute a complete or absolute description of your employment relationship with SD-ICDSI. It is not intended to and does not constitute any part of a contract of employment between SD-ICDSI and any of its employees. SD-ICDSI reserves the right, in its sole discretion, to interpret and administer its policies. SD-ICDSI also reserves the right, in its sole discretion, to revise or eliminate any of the information set forth in the Employee Handbook at any time.

Notwithstanding anything else in the Employee Handbook to the contrary, an at-will employment relationship is considered to exist between SD-ICDSI and its employees. Employment at-will may be terminated at the will of either SD-ICDSI or the employee. Employment may be terminated with or without cause at any time by the employee or by SD-ICDSI. Terms and conditions of employment with SD-ICDSI may be modified at the sole discretion of SD-ICDSI with or without cause and with or without notice. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy or practice. No employee representative of SD-ICDSI, other than the Executive Director, has any authority to make any agreement contrary to the foregoing, and then only in writing.

Mark Klaus
Executive Director

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1.0 **GENERAL**

- 1.1 Board of Directors. The Board of Directors of SD-ICDSI has the authority to formulate the personnel policies for the operation of SD-ICDSI. Included within this authority is the power to:
- a. Select, evaluate and terminate the employment of the Executive Director.
 - b. Adopt salary increases to salary schedules.
 - c. Adopt and make changes in personnel policies or amend these policies.
 - d. Approve the equal opportunity employment policy.
 - e. Do any other act which it deems necessary for the proper administration of the personnel policies.
- 1.2 The following is an explanation of terms used throughout this handbook:
- a. SD-ICDSI: San Diego-Imperial Counties Developmental Services, Inc.
 - b. Board: The Board of Directors, San Diego-Imperial Counties Developmental Services, Inc.
 - c. Director: Executive Director, San Diego-Imperial Counties Developmental Services, Inc.
- 1.3 The Board is committed to evaluating these policies and the employee benefit package in a deliberate and timely manner with the purpose of developing the most beneficial package possible under the fiscal restraints imposed.
- 1.4 This handbook enumerates statements of policy that have been approved by the Board, which retains authority to make decisions affecting personnel policies and to make amendments to these policies at any time. These policies promulgated by the Board apply to all staff members of SD-ICDSI.
- 1.5 The Director has the authority to implement these policies and any other personnel policies set by the Board.
- 1.6 All employees shall deal with their immediate supervisors when day-to-day problems or concerns arise.
- 1.7 SD-ICDSI respects and protects individual privacy rights. However, employees have a limited expectation of privacy in the workplace. SD-ICDSI reserves the right to inspect, at any time, with or without employee consent or knowledge, SD-ICDSI-owned furniture, computers, tablets, cell phones, paper files, electronic files, equipment, and supplies.
- 1.8 It is SD-ICDSI's policy to provide equal employment opportunity for all applicants and employees. SD-ICDSI does not unlawfully discriminate on the basis of race, ethnic-group identification, color, religion, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity, gender expression, transgender, national origin, ancestry, citizenship, age, physical disability, genetic information/characteristics, mental disability, legally protected medical condition or information, family care status, military caregiver status, veteran or military status, marital status, domestic partner status, sexual orientation, reproductive health decision-making, or any other basis protected by local, state, or federal law.

2.0 DISCRIMINATION AND HARASSMENT

- 2.1 SD-ICDSI is committed to providing a work environment that is free of discrimination and harassment. In keeping with this commitment, SD-ICDSI maintains a strict policy prohibiting any form of unlawful harassment and discrimination that is based upon a person's legally protected status such as race, ethnic-group identification, color, religion, sex (including pregnancy, childbirth, breast feeding, or related medical conditions), gender identity, gender expression, transgender, national origin, ancestry, citizenship, age, physical or mental disability, genetic information/characteristics, legally protected medical condition or information, family care status, military caregiver status, veteran or military status, marital status, domestic partner status, sexual orientation, reproductive health decision-making, or any other basis protected by local, state, or federal law. SD-ICDSI makes reasonable accommodations for employees with disabilities. Employees should notify their supervisor if they feel a reasonable accommodation is needed. This policy prohibits discrimination as well as harassment in any form, including verbal, physical and visual harassment. The policy as stated pertains to all personnel (including supervisors, managers, coworkers and third parties with whom the employee comes into contact in the course of that employee's employment) and the Board of Directors of SD-ICDSI. SD-ICDSI also prohibits harassment of volunteers, unpaid interns, individuals in apprenticeship training programs, and independent contractors.
- 2.2 Discrimination is any decision or action that is based on an employee or other member of SD-ICDSI's personnel's status as a member of a protected class that adversely affects the employee or other member of SD-ICDSI's personnel, or his/her/their work conditions, terms of employment, or work environment.
- 2.3 Harassment includes disrespectful or unprofessional conduct based on a protected characteristic, such as sex, race, or national origin. Harassing conduct includes, but is not limited to, (A) verbal harassment, e.g., epithets, derogatory comments or slurs, (B) physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual, (C) visual forms of harassment, e.g., derogatory posters, cartoons, or drawings, (D) sexual favors, e.g., unwanted sexual advances. These types of conduct may constitute illegal harassment when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, or submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individuals; or (2) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, and was severe and/or pervasive.
- 2.4 Supervisory Responsibilities - All supervisors who become aware of any form of harassment or discrimination to themselves or others are required to report that harassment to the Director of Human Resources. Any supervisor who fails to do so will be subject to discipline including, but not limited to, discharge.
- 2.5 Employee Responsibilities - It is the responsibility of all employees to integrate the intent and philosophy of this policy into daily operations. Although not required by law, employees could inform other employees when/if their behavior is unwelcome, offensive, in poor taste or inappropriate. If an employee feels threatened or has difficulty expressing disapproval, assistance and counseling should be sought through their supervisor or the Director, Human Resources. All SD-ICDSI employees who become aware of unlawful harassment or discrimination to themselves or others are required to report that harassment to their supervisor or to the Director, Human Resources for investigation. Employees can also complain to the California Civil Rights Department and the Equal Employment Opportunity Commission.

- 2.6 Once a complaint of harassment or discrimination is received by SD-ICDSI, an investigation will be conducted in a fair, timely, and thorough manner that provides all parties appropriate due process and reaches reasonable conclusions based on evidence collected. Confidentiality will be kept to the extent possible. All persons employed by SD-ICDSI who are found to have violated this policy shall be subject to discipline including, but not limited to, discharge. Complaints of illegal discrimination or harassment are not subject to the grievance procedure set forth in section 21.0 of these policies.
- 2.7 This policy concerning discrimination and harassment also prohibits retaliation against employees who bring discrimination or harassment charges and/or complaints or assist in investigating charges and/or complaints. Retaliation in violation of this policy may result in discipline up to and including termination. Any employee who brings a complaint of discrimination or harassment or assists in the investigation of such a complaint will not be adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint.
- 2.8 Emergency Condition. No adverse employment action will be taken against an employee who does not report for work or who leaves work, if the employee has a reasonable belief an emergency condition exists, with “emergency condition” defined as, conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act or an order to evacuate a workplace, worksite, or worker’s home, or the school of a worker’s child due to a natural disaster or a criminal act. An employee with a reasonable belief such an emergency condition exists must notify their supervisor as soon as possible of the emergency condition requiring the employee to leave or refuse to report to the workplace or worksite.

3.0 **PERSONNEL FILE / EMPLOYMENT VERIFICATION**

3.1 The following information will be kept on file in Human Resources:

- a. Employee name and date of birth if younger than 19;
- b. Home address and telephone number;
- c. Emergency contact;
- d. Marital status (marriage, divorce or legal separation);
- e. I-9 Employment Verification Form;
- f. Beneficiary designations;
- g. Conflict of Interest Statement;
- h. Required policy acknowledgements;
- i. Performance appraisals and disciplinary action; and
- j. Salary forms.

It is the responsibility of the employee to keep Human Resources advised of any changes relative to items a. through g. above.

3.2 Information in each personnel file is strictly confidential and shall be available only to the employee, supervisors in their chain of authority, the Executive Director, Human Resources, employer's counsel, and to the SD-ICDSI Board of Directors. Exceptions may be made with the written consent of the employee concerned.

3.3 Each employee, or his/her representative, shall at reasonable times (not including a time when the employee is actually required to render service to the SD-ICDSI) and at reasonable intervals, upon the request of the employee, be allowed to inspect their personnel file. However, employees may not inspect their files with regard to the following: records relating to an investigation of a possible criminal offense; letters of reference; and rating reports or records that were (1) obtained prior to the employee's employment, (2) prepared by identifiable panel committee members or 3) obtained in connection with a promotion.

Upon written request, an employee may receive a copy of the personnel records that the SD-ICDSI maintains relating to the employee's performance, qualifications for employment, promotion, additional compensation, termination or other disciplinary action, and any grievance concerning the employee.

Each employee shall also be given, upon request, a copy of any instrument, signed by the employee, relating to obtaining or holding employment.

3.4 Requests for employment verification and references are obtained only from the Human Resources Department. Without written permission from a current or former employee, the only information that will be provided is dates of employment and position. Employees may not respond to inquiries or reference requests regarding current or former employees and should refer all inquiries or requests to Human Resources.

4.0 **COMPENSATION STRUCTURE**

- 4.1 The Board shall adopt a salary schedule for all employees.
- 4.2 A position classification plan/salary schedule within SD-ICDSI is shared with the Personnel Committee, posted on the agency's website and internally. The salary of each class shall be consistent, **within the discretion of the Board**, with the duties, qualifications, and responsibilities of the work involved. This plan will be revised as needed.
- 4.3 Job descriptions shall be prepared by the supervisor. New job descriptions and major revisions will be reviewed and approved by the **Executive** Department Director or designee prior to implementation.
- 4.4 An employee who has been reclassified to a higher position and believes he/she is, or is determined to be, unable to perform in the higher classification, may be returned, subject to the availability of the position, to the lower classification which he/she previously occupied, without prejudice, and will retain his/her performance appraisal date.

5.0 **HIRING PROCESS**

- 5.1 The Board will appoint the Executive Director. The Executive Director is responsible for the hiring of all staff, provided that actual hiring may be carried out by other SD-ICDSI employees designated by the Executive Director and subject to potential review by the Executive Director.
- 5.2 Subject to subsection 5.1 above, employees are hired with the approval of the manager having authority over the department.
- 5.3 An employee's employment with SD-ICDSI is at-will. This means the employment is for an indefinite period of time and is subject to termination by the employee or SD-ICDSI, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of SD-ICDSI shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of SD-ICDSI employees.

The at-will employment status of an employee of SD-ICDSI may be modified only in a written employment agreement that the employee signs which is also signed by the Executive Director of SD-ICDSI.

- 5.4 All employees of SD-ICDSI shall meet the specifications of their positions as enumerated in the job description unless the Executive Director grants a waiver, in writing.
- 5.5 Employees will normally be employed in the first level of the position for which qualified. Employees with experience in a similar position may be hired up to ~~40~~ 15% above the bottom of the salary range in consultation with the Director, Human Resources and with the approval of the supervisor having authority over the unit/department, and ~~up to the mid point of the range to a higher level~~ with the approval of the Executive Director. ~~Employment at a higher level requires approval from the Board.~~
- 5.6 All new employees will serve an introductory period for the first one hundred eighty (180) days of employment. This introductory period does not alter the employee's at-will status. During this time, the work performance and effectiveness of the employee will be evaluated by the immediate supervisor in accordance with Section 9.0. A written appraisal report will be submitted to the Director of Human Resources at the completion of the first ninety (90) days and again at the expiration of the introductory period.
- 5.7 An employee during the introductory period, like all other employees whose service is found to be unsatisfactory, may be dismissed at any time.
- 5.8 Prior to commencing work, all new employees must provide evidence of physical ability with or without reasonable accommodation to perform the duties for which employment is offered through a physical examination, provided at no cost to the employee.
- 5.9 SD-ICDSI employees shall not participate in the evaluation of an application for employment by SD-ICDSI when the applicant is a member of the employee's family. Family members include: spouse, domestic partner, child, stepchild, parent, stepparent, brother, sister, grandchild, grandparent, aunt, uncle or in-laws. SD-ICDSI employees shall inform their family member to list their name on the SD-ICDSI employment application.
- 5.10 An employee of SD-ICDSI shall not directly supervise a family member.

- 5.11 Upon hire, SD-ICDSI provides employees with a new-hire packet of information, including all required federal and state forms as well as company forms and policies. Employees who have any questions regarding this policy should contact Human Resources.
- 5.12 Senior staff are prohibited from hiring persons that they have a personal relationship with to work for SD-ICDSI (San Diego Regional Center). Personal relationship means related by blood, adoption, current or former marriage, domestic partnership, or cohabitation. Cohabitation means living with another person in a romantic relationship without being married or in a domestic partnership. Senior staff include the Executive Director, Associate Executive Director and Department Directors.

6.0 **WORK SCHEDULES**

6.1 Work schedule options for full-time non-managerial employees are 4/40, 9/80 or 5/40. Full-time non-managerial employees have the option of their choice. **Managers must work either a 9/80 or a 5/40 schedule.** Changes in work schedule must be requested in advance and authorized by the supervisor.

6.2 Work hours are between the hours of **6:30** 6:00 a.m. and 6:30 p.m. Hours and days of work will be scheduled by the supervisor.

The regular business hours of SD-ICDSI are Monday to Friday from 8:00 a.m. to 4:30 p.m.

6.3 The workday is a twenty-four (24) hour calendar day beginning no later than mid-workday (between four to five hours depending on work schedule) after the employee arrives at work on a daily basis and ending twenty-four (24) hours later.

6.4 The workweek is a seven workday period beginning mid-workday on Friday and ending at mid-workday the following Friday.

6.5 Rest Periods. SD-ICDSI provides non-exempt employees with paid rest break(s) as required by California law. Paid rest breaks are fifteen (15) minutes in duration. Non-exempt employees receive one rest break for each four-hour work period or a “major fraction” of a work period (i.e., greater than two hours); however, any non-exempt employee who works less than 3½ hours in a single workday is not eligible to take a rest break.

The number of rest breaks received is as follows:

- a. Non-exempt employees who work between 3½ and 6 hours in a single workday are entitled to one rest break.
- b. Non-exempt employees who work more than 6 hours and up to 10 hours in a single workday are entitled to two rest breaks.
- c. Non-exempt employees who work more than 10 hours and up to 12 hours are entitled to three rest breaks.

A rest break is paid time when an employee is relieved of all work duties and responsibilities. Rest breaks may not be combined, added to a meal period, or taken at the very beginning or very end of the day. Insofar as practicable, rest breaks should be in the middle of each work period. Employees must self-police their rest breaks and ensure that they take their breaks every day. If any employee is unable to take their rest break time, the employee must notify their supervisor at the time the employee is unable to take the rest break. Failure to follow this notification requirement may lead to discipline, at the SD-ICDSI’s discretion.

6.6 Meal Periods. SD-ICDSI requires its employees in non-exempt positions to take a mandatory unpaid, uninterrupted thirty (30) minute meal break in accordance with California law. A meal break is an unpaid period when employees are relieved of all work duties and responsibilities, generally for the purpose of consuming a meal. During the meal period break, non-exempt employees may not perform any work-related activities. All employees may leave the work premises during meal breaks, if they choose to do so. Non-exempt employees must ensure that

they take a meal break and must clock out and back in on their timecard when taking the meal break.

If non-exempt employees work more than five hours (5:01), they will be scheduled for one unpaid meal break, to begin after working no more than five hours (5:00). However, if the time worked is between five hours and six hours, the meal period can be waived by a written mutual consent between the employee and their supervisor. Non-exempt employees working more than 10 hours (10:01) will be scheduled for a second meal break to begin after working no more than 10 hours (10:00) of work. Employees are expected to be punctual and adhere to their assigned work schedule.

If an employee is unable to take their meal break or take it in a timely manner, the employee must notify their supervisor before or at the time the employee is unable to take the meal break. Failure to follow this notification requirement may lead to discipline, at SD-ICDSI's discretion.

- 6.7 Employees must promptly report any issues regarding missed meal or rest periods to their supervisor or the Director of Human Resources. It is the employee's responsibility to compare their time card with their paycheck to ensure proper payment was made for missed meal or rest periods, and immediately notify SD-ICDSI if there is a discrepancy. Employees are prohibited from working off the clock.
- 6.8 With approval of their supervisor, full-time employees may take up to nine (9) hours of voluntary unpaid leave per pay period.
- 6.9 Lactation Policy. SD-ICDSI promotes a breastfeeding-friendly work environment and supports lactating employees. SD-ICDSI supports the legal right of employees, who choose to breastfeed, to express milk in the workplace and expects employees and management to have a positive and supportive attitude toward employees who need to express milk during the workday.

Federal and state law expressly prohibit harassment of and/or discrimination against lactating employees because they request accommodations to express milk at work and/or any employees suffering from a medical condition related to breastfeeding. It is also prohibited to retaliate against lactating employees who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations. Any incident of harassment of a lactating employee will be addressed in accordance with the SD-ICDSI's policies and procedures for discrimination and harassment and in accordance with state law.

To request reasonable accommodations for lactation, an affected employee shall advise their supervisor and/or the Human Resources department of their request either verbally or in writing.

Supervisors who receive a request for lactation accommodations, and the Human Resources Department, will review the request and make accommodations in a timely manner, which support the continuation of breastfeeding.

It shall be the policy of SD-ICDSI to provide:

- a. Time to Express Milk. Employees are entitled to time including, if necessary, breaks for lactation. Break times shall be established based on the employee's work schedule. If possible, the lactation break is to run concurrently with any break time already provided. The time used to travel to and from the employee's work area to the private space provided must not be included in the calculation of time used for the expression of breast milk and

travel time would be paid time. Frequency of periods needed to express breast milk on a daily basis as well as duration of each individual period will likely vary for each employee.

For non-exempt employees, lactation time beyond the regular paid rest break time is unpaid and the employee must clock out and back in on their timecard. At management's discretion, beginning or ending work times may be adjusted to accommodate these breaks.

- b. Place to Express Milk. SD-ICDSI will provide an appropriate, private space for employees to express milk. The private space provided will have the ability to be locked, be shielded from view and free from intrusion from co-workers and/or the public. SD-ICDSI will make reasonable efforts to find a location in close proximity to the lactating employees' work area. The space will be equipped with an electrical outlet and comfortable seating and be in close proximity to a water supply. The space will have a surface to place a breast pump and personal items. The space may be the place where the lactating employee normally works if there is adequate privacy.

Restrooms are prohibited from being utilized for lactation purposes. However, a separate private anteroom (women's lounge) or a separate private changing area within or next to a bathroom may be permissible.

Areas such as closets or storage rooms are usually not appropriate spaces for lactation purposes. Closets or storage rooms that do not contain noxious materials may be converted to be acceptable private spaces assuming they have adequate ventilation and meet the rest of the requirements of this policy.

- c. Lactating employees are permitted to store breast milk in refrigerator and freezer units already otherwise provided to employees for the storage of food. Breast milk should be clearly labeled. SD-ICDSI, however, will not be responsible for any lost or stolen containers left in the refrigerator or freezer.

7.0 **OVERTIME COMPENSATION**

7.1 Non-exempt employees will be paid overtime, as follows:

- a. Non-exempt employees who are on 5/40 work schedule will be paid overtime at the rate of one and one-half (1½) times the regular base rate of pay for all hours worked in excess of eight (8) hours in any workday.
- b. Non-exempt employees who are on the modified 4/40 or 9/80 work schedule will be paid at the rate of one and one-half (1½) times their regular base rate of pay for hours worked in excess of the scheduled workday.
- c. All non-exempt employees who work in excess of twelve (12) hours in any workday will be paid overtime at the rate of double their regular base rate of pay.
- d. Non-exempt employees who work in excess of forty (40) hours in any workweek will be paid at the rate of one and one-half (1½) times their regular base rate of pay.
- e. The workweek is a seven workday period beginning mid-workday on Friday and ending at mid-workday the following Friday.
- f. Non-exempt employees who work seven (7) consecutive days in a workweek will be paid at the rate of one and one-half (1½) times their regular base rate of pay on the seventh (7th) consecutive day in a workweek.

7.2 An employee's rate of pay is determined by the employee's hourly rate plus differentials, if applicable.

7.3 When overtime is required it must be authorized in advance by the supervisor or his/her designee.

7.4 Employees are not permitted to work overtime without prior authorization unless there is an unforeseen circumstance or an emergency.

8.0 **SALARY ADMINISTRATION**

- 8.1 Timecards will be submitted electronically in accordance with the employee's pay class or exempt status. Hourly employees must clock in and out each workday, including for meal breaks. Timecards must be approved both by the employee and by the immediate supervisor. The employee is responsible for reviewing timecards for accuracy, including hours worked, overtime, and meal periods; by approving the timecard the employee is affirming its accuracy. In the case of absence of the employee, the supervisor may approve the timecard without the employee's approval. The employee remains responsible for reviewing the timecard for accuracy prior to the payday of the pay period.
- 8.2 There are twenty-six (26) payroll periods during the year. Employees are encouraged to have their pay deposited directly into their own bank accounts by electronic transfer and elect paperless earnings statements. For employees who have not elected direct deposit and/or paperless statements, paychecks will be available in the Accounting office or delivered by courier to the satellite offices by 3:00 p.m. on the Friday payday. Paychecks will be distributed to the supervisor of each department or his/her designee. An employee wishing to personally pick up their paycheck or to have it mailed directly must notify the Accounting office.
- 8.3 Full-time Employee. A full-time employee is one whose regular work schedule is a 40 hour workweek, fifty-two weeks per year; however, if a full-time employee works more or less than 40 hours in any given workweek, this does not change the employee's status unless his/her regular schedule has also been changed. All full-time employees shall be entitled to employee benefits.
- 8.4 Part-time Employee. A part-time employee is one whose regular work schedule is less than 40 hours per workweek; however, the fact that a particular part-time employee works 40 or more hours in a workweek does not change the employee's status unless his/her regular schedule is also changed. Part-time employees are eligible for the defined benefit pension plan and for other employee benefits on a pro rata basis only if they are regularly scheduled to work 24 or more hours in a workweek.
- 8.5 Specified-Term Employee. A specified-term employee is one who is employed for 40 hours per workweek or less, for a specified period of time, or for a specific project of limited duration normally not more than six months. Specified-term employees are eligible for the defined benefit plan and other benefits depending on the number of hours per workweek.
- 8.6 If an employee is hired to fill a specified-term position and is subsequently placed in a regular full-time or part-time position involving the same type of work, the period of specified-term employment shall be counted towards the employee's anniversary date of employment.
- 8.7 The term "anniversary date" refers to an annual date, which is determined by the date of hire or rehire, as modified by paragraph 12.11.
- 8.8 In promotions to new jobs where more responsibility is involved, an employee shall receive ~~ten (10) percent~~ **fifteen (15) percent** above the amount earned immediately prior to the promotion, or the minimum of the new classification, whichever is higher, provided that the maximum salary range of the new position is not exceeded. The effective date of such promotion shall then become the employee's new performance review date. Principles of merit will be the criteria for selection, retention, and promotion of employees.

- 8.9 Following the effective date of promotions, employees will serve a promotional review period for the first one hundred eighty (180) days. This promotional review period does not alter the employee's at-will status. During this time, the work performance and effectiveness of employees will be evaluated by immediate supervisors. A written appraisal may be submitted to the Director, of Human Resources at the expiration of the first ninety (90) days and again at the expiration of the one hundred eighty (180) day review period. Upon completion of the 90-day review period, the immediate supervisor will make a definite recommendation as to whether the newly promoted employee is or is not progressing satisfactorily. At the end of the 180-day review period, the immediate supervisor will make a definite recommendation as to whether the newly promoted employee is or is not recommended for regular status in the labor grade to which promoted. In the event performance is not satisfactory and the employee is not in good standing, the employee may be transferred to an appropriate unposted position. Alternatively, such employees may apply for an appropriate posted position, if available. Where assignment to posted and/or unposted positions is not possible, employees will be terminated in accordance with existing policies.

9.0 **PERFORMANCE APPRAISALS**

9.1 There shall be written performance appraisals on all employees as specified below:

- a. Introductory Employees - A written performance appraisal will be made by the immediate supervisor at the completion of the first ninety (90) days and at the end of the introductory period (180 days).
- b. Full-Time Employees - Written performance appraisals will be made by the immediate supervisor for each employee annually on the employee's performance review date, or more frequently if needed.
- c. Part-Time Employees - Written performance appraisals will be made by the immediate supervisor for each employee annually on the employee's performance review date, or more frequently if needed.
- d. Specified-Term Employees - A brief written performance appraisal will be made by the immediate supervisor on each specified-term employee at the time of termination of employment.
- e. Promotional Review Employees (Optional) - A written performance appraisal may be made by the immediate supervisor at the completion of the first ninety (90) days and at the end of the promotional review period (180 days).

9.2 All appraisals shall be discussed with the employee with a written copy provided.

9.3 The performance appraisal will serve as one of the bases for decisions regarding salary increases, promotions, reclassifications and continued employment with SD-ICDSI.

9.4 Performance appraisals will be made a part of the permanent record of the employee and shall be filed in the employee's personnel file.

10.0 **DISCIPLINE**

All employees of SD-ICDSI are employed at-will and can be terminated at any time with or without cause and with or without notice. Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet SD-ICDSI standards, the employee will be subject to discipline up to and including termination. SD-ICDSI may, in its sole discretion, impose different forms of discipline depending on the nature and severity of the misconduct. The discipline may take the form of oral and written warnings, corrective action plans, suspensions, or termination.

11.0 **RESIGNATION AND TERMINATION**

- 11.1 A voluntary separation is initiated at the request of the employee. The notice of intention to resign should be made as far in advance as possible. SD-ICDSI requests that the employee provide a written statement giving the reason(s) for resignation.
- 11.2 As at-will employees, employment may be terminated at any time, with or without cause. Generally, however, when an employee with more than 180 days of continuous employment has poor job performance, SD-ICDSI, in its sole discretion, may employ corrective action and performance counseling.
- 11.3 It is understood that employment is contingent upon continuing financial resources. In case of reorganization or reduction of financial resources, every effort will be made to retain employees, although this may result in reduced compensation and benefits. California laws will be applied in the event of layoffs.

12.0 **HOLIDAYS, VACATION, AND SICK LEAVE**

- 12.1 Employees shall be entitled to paid holiday time for each of the holidays listed below. Part-time employees are entitled to a prorated share of hours based on the number of hours in their weekly work schedules. Full-time employees on a 9/80 schedule will be entitled up to 9 hours of holiday pay. Full-time employees on a 5/40 schedule will be entitled to 8 hours of holiday pay. Full-time employees on a 4/40 schedule will be entitled to 9 hours of holiday pay and the remaining one (1) hour may be taken as vacation or unpaid leave. For persons on 4/40 or 9/80 schedules, if the holiday falls on a regularly scheduled day off, the holiday should be taken in the same pay period. When a holiday falls on Sunday, the following Monday is observed as the holiday. When a holiday falls on Saturday, the preceding Friday is observed as the holiday. Twelve (12) holidays are observed in a calendar year: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Agency Day, Christmas Eve, Christmas Day and an elective holiday of the employee's choice. If an employee resigns before taking the elective holiday, the elective holiday will be paid upon termination.
- 12.2 Vacation leave and sick leave are available for full-time and part-time employees who have completed 90 days of employment and who work 24 or more hours as a normal workweek.
- 12.3 The eligibility period for accruing vacation leave and sick leave shall begin on an employee's first date of employment. Employees may not use accrued days until the completion of 90 days of employment.
- 12.4 Vacation leave hours are accrued on the basis of hours paid. Hours paid include regular, vacation leave, sick leave, jury duty, educational leave, bereavement, and holiday hours. Vacation is not earned on overtime hours. Employees with less than five (5) years employment earn 5.19 vacation leave hours per 80 work hours during a pay period and the maximum vacation leave or cap that may be accrued is 240 hours. Employees with 5 or more, but less than 10 years of employment, earn 6.92 vacation leave hours per 80 work hours during a pay period and the maximum vacation leave or cap that may be accrued is 280 hours. Employees with 10 years or more of employment earn 8.65 vacation leave hours per 80 work hours during a pay period and the maximum vacation leave or cap that may be accrued is 340 hours. Once an employee has accrued the maximum vacation leave hours for their years of service, the employee will stop earning vacation leave until such time as the employee's accumulated vacation leave balance is reduced below the maximum vacation leave or cap. A 40 hour "longevity leave bonus" is accrued at 5-year anniversary intervals which may result in a vacation balance in excess of the maximum vacation leave hours or cap. Additional vacation hours will not accrue until the balance is reduced below their respective maximum vacation leave hours or cap.
- 12.5 With prior supervisor approval through the payroll process the employee may use vacation leave. Requests will be coordinated by the supervisor so appropriate backup support can be provided.
- 12.6 Employees are encouraged to take their authorized vacation leave each year.
- 12.7 Sick leave is accrued according to hours paid. Employees paid for an 80-hour pay period earn 3.46 hours of sick leave to a maximum of 90 hours per year. The maximum accrual for sick leave is 480 hours. Part-time employees eligible for benefits earn a pro-rated amount of sick leave. Sick leave is not accrued on overtime hours. New employees may not use their accrued sick leave hours until completing 90 days of employment. Sick leave hours may be used for an employee's illness, hospitalization, inpatient or outpatient surgery, or for appointments with physicians, dentists or other health practitioners. Sick leave may also be used if an employee is a victim of domestic violence, sexual assault or stalking. Sick leave may be used for family sick leave pursuant to

Sections 13.12 and 13.29. Employees may also request leave while on an approved pregnancy-related disability leave of absence, FMLA or CFRA leaves. Payment of sick leave may be taken in conjunction with a claim of State Disability Insurance or Paid Family Leave.

- 12.8 All paid leave, to the extent possible, should be requested in minimum increments of fifteen (15) minutes.
- 12.9 A physician's statement or other verification of illness for any sick leave or extended absence may be required prior to returning to duty to ensure the returning employee is well enough to resume their normal duties.
- 12.10 An employee injured on the job shall receive full pay for the day on which the injury occurs and is reported. Additional time off required as a result of the injury may be charged against sick leave the employee has accrued. Workers' Compensation Temporary Disability Benefits will be coordinated with the usage of accrued sick leave.
- 12.11 No accrued sick leave will be paid at the time of termination. On the occasion that a separated employee elects to return to and is accepted for reemployment at SD-ICDSI, the following entitlements will accrue relative to sick leave, vacation accrual and anniversary date of employment.
 - a. Personnel returning within 0-60 days will retain their anniversary date, accrued sick leave balance and the rate of vacation accrual entitled to at the point of resignation.
 - b. Personnel returning after 60 days and within one year will retain their previously accrued sick leave balance and the rate of vacation accrual entitled to at the point of resignation. The rehire date will be their anniversary date of employment and prior years of employment will not count for longevity.
 - c. Personnel returning after one year of employment will not retain their previously accrued sick leave balance or rate of vacation accrual. The rehire date will be their anniversary date of employment and prior years of employment will not count for longevity.

13.0 LEAVES OF ABSENCE

- 13.1 A personal leave of absence is one for the personal benefit of the employee and for reasons other than illness, disability or industrial injury. These leaves are without pay and must be approved by the Department Director. The employee shall submit the request, including documentation of the need for the leave, in writing to the Department Director. Generally, personal leaves are discretionary and may be granted only under exceptional circumstances.
- 13.2 **Pregnancy Disability Leave Policy.** Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four (4) months in addition to any family care or medical leave to which the employee may be entitled to under this policy. A physician's statement regarding the employee's disabled condition on account of pregnancy, childbirth, or related conditions is required. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary. Returning to work from a pregnancy-related disability leave may require a physician's statement regarding the employee's condition.

Any employee who takes pregnancy-related disability leave has the right to be returned to their same job when no longer disabled by pregnancy or, in certain instances, to a comparable job. Taking Pregnancy Disability Leave, however, does not protect an employee from a non-leave related employment action, such as a layoff.

Employees also have a right to accommodation of their medical needs related to pregnancy, childbirth, or related conditions (such as temporarily modifying work duties, providing a stool or chair, or allowing more frequent breaks.)

Employees have the following obligations when taking pregnancy disability leave:

- a. **Provide Notice.** To receive reasonable accommodation, obtain a transfer, or take pregnancy disability leave, employees must give sufficient notice. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or pregnancy disability leave is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- b. **Provide Medical Certification.** Except in a medical emergency where there is no time to obtain it, SD-ICDSI requires employees to supply a written medical certification from their health care providers of the medical need for reasonable accommodation, transfer, or pregnancy disability leave. Employees must provide the certification within no less than 15 calendar days of SD-ICDSI's request for such certification, unless it is not practicable for the employee to do so despite the employee's good faith efforts.

Employees may also be entitled to additional rights under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). FMLA rights will run concurrently with a pregnancy-related disability leave of absence.

- 13.3 Leave for Reproductive Loss.** Employees are eligible for five (5) days of leave after thirty (30) days of employment for a reproductive loss event. A reproductive loss event is a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. The five days do not need to be taken consecutively, but must be taken within three months of the event. In the event an employee experiences more than one reproductive loss within a 12-month period, additional leave time is permitted up to twenty (20) days within a 12-month period. The leave is unpaid, though employees may use their accrued sick leave or vacation. Confidentiality will be maintained related to use of reproductive loss leave.

13.4 ~~Short-Term Paid~~ Educational Leave. Short-term, paid educational leave, totaling not more than five (5) days per calendar year, may be approved by the manager/supervisor for full-time employees to attend conferences, seminars, workshops or courses when these activities are directly related to improving the performance of present duties. The Department Director must approve, requests for funding necessary to support the leave requests in advance.

13.5 USERRA Leave. Employees absent from work due to service in the uniform services or for service in the National Disaster Medical System will be provided the benefits and job protections as provided in the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

Employees must work an average of twenty (20) or more hours per week, and provide written documentation of the leave request within two (2) business days of receiving official notice of deployment or emergency. Employees will be granted an unpaid leave of up to ten (10) days.

13.6 Jury and Witness Duty Leave. An employee will be granted a paid leave of absence for jury duty or to appear as a witness in a trial. The employee must submit a copy of the jury subpoena or witness subpoena to the supervisor before the leave is approved. Compensation for jury duty will not exceed ten (10) working days in one (1) calendar year.

13.7 Voting. Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. Employees must make their request at least two business days in advance of the election. Up to two hours of paid time off will be provided at the beginning or end of the employee's regular workday, whichever will allow the most free time for voting and the least time off work.

13.8 School Activities and Appearance Leave. Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to find, enroll, re-enroll or participate in the activities of schools or licensed child daycare facilities attended by their children. Employees will be granted time off to appear at their children's school in connection with discipline imposed by the school. Employees must substitute accrued vacation leave for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by SD-ICDSI at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

SD-ICDSI reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities or appearance for disciplinary action on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

13.9 Leave for Emergency Duty as Volunteer [includes Civil Air Patrol]. Employees will be granted time off, without pay, to perform emergency duties as a volunteer firefighter, reserve peace officer, civil air patrol, or emergency rescue personnel. Employees who are volunteer firefighters, reserve police officers or emergency rescue personnel also are eligible for leave of up to 14 days per calendar year for fire or law enforcement training.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

13.10 Leave Related to Domestic Violence or Sexual Assault. SD-ICDSI will provide time off without pay to an employee who has been the victim of domestic violence or sexual assault to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. SD-ICDSI requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide SD-ICDSI with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor. Employees may use their accrued sick leave, vacation pay, or unpaid leave.

13.11 Crime Victim's Leave. SD-ICDSI will provide time off without pay to an employee to attend judicial proceedings related to a crime, and any proceeding involving that victim's rights, if that employee is a victim of crime or an immediate family member of a victim, registered domestic partner, or child of a registered domestic partner who is a crime victim. SD-ICDSI requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide SD-ICDSI with a copy of the notice within a reasonable time. Employees may substitute vacation pay for any unpaid portion of leave.

13.12 Leave for Organ and Bone Marrow Donation. SD-ICDSI will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

- a. A leave of absence of up to five (5) days in any one-year period for the purpose of donating the employee's bone marrow to another person.
- b. A leave of absence of up to thirty (30) days in any one-year period for the purpose of the employee donating his or her organ to another person.

Leaves of absence (described above) for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned unused sick or vacation time is available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

SD-ICDSI will also provide a maximum of an additional thirty (30) days of unpaid leave in any one-year period for the purpose of organ or bone marrow donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, SD-ICDSI will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, SD-ICDSI will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. SD-ICDSI may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

13.13 Family sick leave is an approved absence that entitles employees to use their accrued sick leave allowance for family members (child, parent or spouse/registered domestic partner, grandparent, grandchild, sibling, and designated person only as defined in Section 13.29 of this handbook). Sick leave for family members may be used for preventive care, or diagnosis, care or treatment of an existing health condition. In order to use family sick leave, employees must have sufficient accrued sick leave available. The nature of the illness or purpose may need to be verified by a medical provider.

13.14 Bereavement. After 30 days of employment, a leave of absence of up to 3 workdays may be granted, with pay in the event of death, or critical illness where death appears imminent, of certain close relatives. Payment for this time taken must be approved by the supervisor. In addition, an employee may take another 2 workdays as unpaid time, or use sick or vacation. Bereavement leave does not need to be taken in consecutive days, but completed within 3 months of the death. Documentation, such as a death notice from a newspaper or a memorial card from a funeral home, may be required. Close relatives are defined as:

- a. Father or Mother
- b. Stepfather or Stepmother
- c. Husband or Wife
- d. Domestic Partner
- e. Child or Stepchild
- f. Brother or Sister
- g. Father-in-law or Mother-in-law
- h. Grandparents
- i. Grandchildren

13.15 Family Care, Medical, and Military Caregiver Leave Eligibility

- a. To be eligible for family care, medical, and military leave, an employee must (1) have worked for SD-ICDSI for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave. A “12-month period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- b. An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.
- c. In the case of a pregnancy or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact Human Resources for clarification about their rights for other types of leave.

3.16 Permissible Uses of Family Care and Medical Leave

- a. "Family care and medical leave" may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, registered domestic partner, spouse, parent or (4) for the employee's own serious health condition. Also for CFRA leave, the serious health of grandparents, grandchildren, siblings or a designated person defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship.
- b. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
- c. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

13.17 Substitution of Paid Leave. Employees may substitute accrued vacation leave and other paid personal leave for all family care and medical leaves. Employees are required to substitute sick leave only for the employee's own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse, domestic partner, grandparents, grandchildren, siblings of the employee, designated person or for other types of family care leave.

13.18 "Military exigency leave" may be requested when there is a qualifying military exigency as defined by the U.S. Department of Labor arising out of the fact that an employee's spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces. Qualifying military exigencies include the following:

- a. Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.
- b. Military events and related activities where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- c. Childcare and school activities where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- d. Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
- e. Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.

- f. Rest and recuperation where the employee may take up to five days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.
- g. Post-deployment activities where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.
- h. Additional activities where the employee may take leave to address other events that arise out of the call to active duty as SD-ICDSI and the employee may agree as to both timing and duration.

13.19 "Military caregiver leave" may be requested to care for a covered service member if the employee is the covered service member's spouse, domestic partner, child, parent, or next of kin. For purposes of this leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

13.20 Amount of Leave

- a. Family Care, Medical, and Military Exigency Leave. Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences.
- b. Pregnancy Disability Leave. Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.
- c. Military Caregiver Leave. Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken. Spouses who are both employed by SD-ICDSI may take a maximum combined total of 26 weeks in the 12-month period for the care of the service member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

13.21 Intermittent Leave. Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, domestic partner, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to unduly disrupt SD-ICDSI's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.

13.22 Leave's Effect on Pay. Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI). Employees also may be entitled to Paid Family Leave (PFL) as provided by California law in any twelve-month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered in the same manner as SDI by the California Employment Development Department. PFL must be taken concurrently with family care leave and does not entitle an employee to take any additional time off.

13.23 Leave's Effect on Benefits

- a. During an employee's family care, medical, and military family leave, SD-ICDSI will continue to pay for the employee's participation in SD-ICDSI's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.
- b. Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with SD-ICDSI for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.
- c. If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, SD-ICDSI can recover any health plan premiums paid by SD-ICDSI on the employee's behalf during any periods of the leave.
- d. Employees on family care, medical, and military family leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.
- e. Use of FMLA or CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

13.24 Notice Requirements for Requesting Family Care, Medical and Military Leave

- a. Employees must notify SD-ICDSI of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical and military leave, the employee must provide 30 calendar days' advance notice to SD-ICDSI of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify SD-ICDSI as soon as is practicable and generally must comply with SD-ICDSI's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting SD-ICDSI operations and may be requested to reschedule the treatment so as to minimize disruption of SD-ICDSI's business.
- b. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, SD-ICDSI reserves the right to delay the

taking of the leave until 30 days after the date the employee provides notice of the need for family care or medical leave.

- c. All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make SD-ICDSI aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform SD-ICDSI if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- d. Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, SD-ICDSI reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, an employee with a disability may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.
- e. Once SD-ICDSI is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA and/or CFRA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, SD-ICDSI will provide a reason for the ineligibility.

13.25 Certification Requirements for Requesting Family Care, Medical and Military Family Leave

- a. Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner, parent or designated person with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member. Employees generally must provide the required certification within 15 calendar days after SD-ICDSI's request for certification. For foreseeable leave, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after SD-ICDSI's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.
- b. The medical certification for a child, spouse, domestic partner, parent or designated person with a serious health condition or for the serious injury or illness of a qualifying service member should include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.
- c. The medical certification for leave for the employee's own serious health condition should include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the

- probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.
- d. Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leave, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, SD-ICDSI may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.
 - e. SD-ICDSI has forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, SD-ICDSI will accept Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) in lieu of its medical certification form.
 - f. It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to SD-ICDSI to support the employee's leave request.
 - g. Where permitted by law, if SD-ICDSI has reason to doubt the validity of the medical certification provided by the employee, SD-ICDSI may require the employee to obtain a second opinion from a doctor of SD-ICDSI's choosing at SD-ICDSI's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, SD-ICDSI may require a third opinion, also at SD-ICDSI's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

13.26 Designation of Protected Leave. Once SD-ICDSI has enough information to determine whether the leave is FMLA and/or CFRA qualifying, SD-ICDSI will inform the employee if the leave will be designated as FMLA and/or CFRA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If SD-ICDSI determines that the leave is not protected, SD-ICDSI will notify the employee accordingly.

13.27 Recertification. The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide SD-ICDSI with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, SD-ICDSI may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

13.28 Return to Work Certification. Where the leave is for the employee's own serious health condition, SD-ICDSI may require the employee to provide medical certification that he or she is fit for duty and able to return to work. SD-ICDSI may delay restoring the employee to employment or terminate the employee without such certificate.

13.29 Leave's Effect on Reinstatement

- a. Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. For a FMLA leave only, SD-ICDSI may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by SD-ICDSI within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to SD-ICDSI's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. SD-ICDSI will comply with all applicable laws pertaining to reinstatement of employees, including, where required, the reasonable accommodation of employees who have been on an approved leave.
- b. SD-ICDSI complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under the FMLA or other types of leave, please contact the Human Resources Department.

13.30 Definitions for Family Care, Medical and Military Leave and Family Sick Leave:

- a. "Child" for Family Care, Medical and Military Leave means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person charged with a parent's rights, duties and responsibilities as to that child. The child must be either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- b. "Child" for Family Sick Leave means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person charged with a parent's rights, duties and responsibilities as to that child.
- c. "Parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian of the employee when the employee was a child. Parent does not include parent-in-law or grandparent.
- d. "Spouse" means husband or wife.
- e. "Domestic Partner" means a domestic partner with a Declaration of Domestic Partnership filed with the State of California Secretary of State.
- f. "Grandparent" means a biological, foster, or step-grandparent of the employee when the employee was a child.
- g. "Grandchild" means the child of your child as defined in (b) above.
- h. "Sibling" means a biological brother or sister.
- i. "Designated person" for a CFRA leave of absence means any individual related by blood or whose association with the employee is the equivalent of a family relationship. There is a limit of one designated person per 12 month period.
"Designated person" for the use of paid sick leave is a person identified by the employee at the time the employee requests paid sick days. There is a limit of one designated person per 12 month period.
The designation may be made at the time that leave is requested.
- j. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a

period of the treatment or supervision and involves either (1) inpatient care in a hospital, hospice, or residential health care facility, or (2) continuing treatment or supervision by a health care provider.

k. “Health care provider” means a licensed physician, surgeon, osteopathic physician, osteopathic surgeon, or any other individual licensed to practice medicine.

13.31 This policy may be updated from time to time upon the amendment or enactment of relevant federal and state laws. SD-ICDSI will grant employees leaves to the extent required by applicable federal and state law.

14.0 **OUTSIDE EMPLOYMENT AND OTHER ACTIVITIES**

- 14.1 While the right of an employee to engage in outside employment is acknowledged, the nature of the SD-ICDSI's business requires the complete commitment of full-time employees. Employees need rest and recuperative time in order to return to work and to safely and competently perform their jobs.

The employee agrees that they will not engage in any outside job that has the effect of interfering with their ability to safely and competently perform job duties. In addition, the employee agrees that they will not engage in any outside job that is in direct conflict with the essential business of SD-ICDSI and that would result in the material and substantial disruption of SD-ICDSI's business.

- 14.2 Employees are expected to devote their full effort, energies and loyalty to SD-ICDSI. Due to the importance of this requirement, SD-ICDSI strictly prohibits any outside employment or other activities or relationships that create any actual or potential conflicts of interest. A conflict of interest is defined as a conflict between the private interest and the official responsibilities of an employee of SD-ICDSI. A conflict of interest includes (but is not limited to):

- a. Selling, offering to sell, or soliciting to sell products or services of any kind to SD-ICDSI clients, and families of clients or vendors.
- b. Accepting personal gifts or entertainment from vendors or ~~vendors, clients, suppliers, or~~ potential vendorssuppliers.
- c. Working for suppliers or clients.
- d. Using proprietary or confidential information of SD-ICDSI for personal gain or to SD-ICDSI's detriment.
- e. Having a direct or indirect financial interest in or relationship with a vendor, client or supplier.
- f. Using SD-ICDSI's assets or labor for personal use.
- g. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing to SD-ICDSI.

Employees shall advise SD-ICDSI in writing of any possible conflict of interest that may be present. If employees engage in outside employment and a conflict of interest does exist, such employees will be subject to disciplinary action, up to and including immediate termination. SD-ICDSI reserves the right to determine what relationships covered by this policy represent actual or potential conflicts of interest. In any case where SD-ICDSI determines, in its sole discretion that a relationship between an employee and an outside organization or individual presents an actual or potential conflict of interest, SD-ICDSI may take whatever action it determines to be appropriate to avoid or prevent the continuation of the actual or potential conflict of interest. Such action may include, but is not limited to, transfers, reassignments, changing responsibilities, or where it deems such action appropriate, disciplinary action up to and including the possibility of immediate termination. At the request of SD-ICDSI, an employee must refrain from accepting or immediately disengage from any outside employment that has been determined to represent an actual or potential conflict of interest.

Any violation of this policy may result in disciplinary action, up to and including immediate termination of employment.

- 14.3 Staff members are encouraged to accept community responsibility on boards or committees or in speaking engagements, but must have the approval of the Executive Director before making any commitment which could be construed as being in violation of these policies. Membership on a board must not present a conflict of interest as defined in California Code of Regulations, Title 17, sections 54500 through 54530.
- 14.4 Employees may not be vendored to perform services for any Regional Center or engaged to perform services on behalf of Regional Center clients. An employee is prohibited from serving on boards of vendors or being employed by vendors.

15.0 CONFLICT OF INTEREST REGULATION

- 15.1 All employees are required to comply with California Welfare & Institutions Code Section 4626 and the California Code of Regulations, Title 17, Sections 54500 through 54530, regarding conflicts of interest. A conflict of interest generally exists if an employee or a family member holds a position as a director, officer, owner, partner, employee, or shareholder of an entity or organization that is a regional center contractor or provider. Family members include an employee's spouse, domestic partner, parents, stepparents, grandparents, siblings, stepsiblings, children, stepchildren, grandchildren, parent-in-laws, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law.
- 15.2 Employees are required to file a Conflict of Interest Reporting Statement upon hire, and annually every August. Employees must also file a statement within 30 days of any change in status that could result in a conflict of interest. A change of status includes a previously unreported activity that should have been reported, change in the circumstance of a previously reported activity, change in financial interest, familial relationship, legal commitment, or a change in regional center position or duties.

16.0 **SOLICITATION AND DISTRIBUTION OF LITERATURE**

To avoid disruption of SD-ICDSI's operations or a disturbance to clients, the following rules apply to solicitation and distribution of literature on SD-ICDSI property:

- a. Persons not employed by SD-ICDSI may not solicit or distribute literature on SD-ICDSI property, at any time including working time, for any purpose.
- b. Employees of SD-ICDSI may not solicit during working time for any purpose. Working time shall not include employee meal periods or other designated breaks.
- c. Working time includes the working time of both the employees doing the soliciting or distributing and the employee to whom the soliciting or distributing is directed.
- d. Employees may not distribute non-work related literature at any time for any purpose in working areas. Working areas are all areas of SD-ICDSI, except employee lounges and parking areas.
- e. Employees who engage in such activities in violation of the aforementioned rules may be subject to discipline up to and including termination.
- f. Management reserves the right to collect on behalf of or to sponsor activities for charitable or community organizations.

17.0 **EMPLOYEE CONDUCT**

- 17.1 SD-ICDSI has instituted a Code of Conduct designed to promote high standards for employees of SD-ICDSI to perform their duties and provide services in San Diego and Imperial Counties. The Code of Conduct applies to all employees and volunteers and includes a whistleblower complaint process.
- 17.2 Members of each profession are expected to comply with the ethical standards prescribed by the applicable professional code of ethics. The use of SD-ICDSI equipment, supplies, office space, and staff work time is solely for the purposes as defined in California State Law. Employee actions which do not comply with agency purposes may result in appropriate disciplinary action up to and including immediate discharge.
- 17.3 All SD-ICDSI employees are expected to follow orders, directions and rules of their superiors and SD-ICDSI administration, whether these orders, directions and rules are given orally or in writing. Failure to follow any such order, direction, or rule, whether oral or written, may result in discipline up to and including immediate discharge.
- 17.4 The following are examples of some, but not all, of the types of conduct which are prohibited by SD-ICDSI, and the commission of which may result in discipline up to and including immediate discharge.
- a. Deliberate refusal to carry out an order or instruction of a supervisor or other superior.
 - b. Falsification of any client or employment record.
 - c. Disclosure or other revelation of confidential information or documentation of SD-ICDSI to an unauthorized person.
 - d. Taking of company property, records or private information without permission.
 - e. Theft from a fellow employee, client or SD-ICDSI.
 - f. Immoral or indecent conduct on SD-ICDSI's premises.
 - g. Threat, intimidation or coercing of other employees.
 - h. Introduction, possession, or use of intoxicating liquors or other illegal substances on SD-ICDSI's premises or reporting for work under the influence of those substances.
 - i. Commission of any act of violence or fighting on SD-ICDSI's premises.
 - j. Possession of firearms or explosives on SD-ICDSI's premises.
 - k. Carelessness or neglect in the performance of the employee's duty.
 - l. Failure to report a work-related injury or illness.
 - m. Absence from work without permission or adequate explanation.
 - n. Wasting of time, loitering or leaving assigned working place without permission.
 - o. Failure to accurately complete and/or approve a timecard.
 - p. Failure to call supervisor when unable to report for work.
 - q. Repeated tardiness or unexcused absences. An employee is tardy when the employee reports for work after the employee's scheduled starting time without advance permission from his or her supervisor or other superior to do so. Advance permission is permission received by the employee from his or her supervisor at least 24 hours prior to the employee's scheduled starting time.
 - r. Taking more time than allowed for meals or breaks.
 - s. Making false, vicious, profane, or malicious statements concerning any employee or SD-ICDSI.
 - t. The installation of software on SD-ICDSI computer equipment for which SD-ICDSI does not hold a license; the copying of SD-ICDSI software; and the modification of system files, including but not limited to configuration files, on SD-ICDSI computer equipment.

- u. Giving or accepting gifts, money and/or gratuities from persons giving or receiving benefits or services under SD-ICDSI programs, performing under contract, or otherwise in positions to benefit from an employee action, **valued at over fifteen dollars (\$15) per year.**

17.5 Employees represent SD-ICDSI in a wide range of settings including meeting with other community organizations, schools, courts, clients and families. SD-ICDSI expects employees to project a professional image. Appearance should never create a barrier between employees and clients, families and the community. Safety, courtesy, and respect to clients should always be considered when dressing for work.

- a. Appropriate attire must be worn while on the job. It is recognized that different styles will be necessary depending on the season, degree of client and other public contact, and nature of work. With these considerations in mind, the following guidelines have been developed:

Unacceptable

- Sweatpants and sweatshirts
 - Play, lounge or recreational wear such as track or warm-up suits
 - T-shirts (**exception SDRC t-shirts**)
 - Overalls
 - Shorts
 - Tube, crop or halter tops
 - Skin-tight, revealing or see-through clothing
 - “Baggy” (oversized) pants
 - Casual headwear (such as baseball caps and floppy hats)
 - Skirts or dresses with slits that go above the knee in a revealing manner
 - Mini-skirts or skirts or dresses that are inappropriately short or do not convey a professional appearance
 - Clothing that is faded, frayed, and/or torn
 - Footwear worn solely between the toes (such as flip-flops), beach sandals, and heels higher than three (3) inches.
- b. Hair and makeup should present a professional, businesslike appearance.
- c. Use of personal fragrance: Some employees and clients may be highly sensitive and allergic to perfumes, colognes, and other personal fragrances. The sensitivities of others must be considered when choosing fragrances worn to work.
- d. Jewelry and visible body piercing should be suitable for the professional office environment.
- e. Tattoos should not present a barrier to establishing positive relationships with families and representatives of other agencies. Excessive, visible tattoos might need to be covered at such times.
- f. Any requests for medical or religious exceptions to the grooming and attire standards must be presented to Human Resources.
- g. Any requests for reasonable accommodations due to illness or disability must be presented to Human Resources.

This policy is not meant to be all-inclusive. Management reserves the right to determine what constitutes appropriate attire and will approach employees who are not meeting the guidelines and/or will send employees home who are inappropriately dressed. Employees who are so disciplined will not be compensated for time away from work.

18.0 DRUG AND ALCOHOL-FREE WORKPLACE

- 18.1 It is the drug-free workplace policy of SD-ICDSI to establish and maintain a safe, healthful working environment for all employees, to reduce the incidence of accidental injury to persons or property, and to provide assistance toward rehabilitation for any employee who seeks SD-ICDSI's help in overcoming addiction to, dependence on, or problems with alcohol or drugs. SD-ICDSI will comply with the requirements of the Drug-free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 18.2 The use, possession, manufacture, distribution, dispensation, sale, offer to sell, transfer or purchase of illegal drugs or controlled substances is prohibited while on SD-ICDSI business or on SD-ICDSI premises or property, while in an automobile or at vendor or client facilities while on SD-ICDSI business, and at any location where employees may be working (including remote work). Violation of this rule will result in disciplinary action, up to and including discharge, even for a first offense. SD-ICDSI reserves the right to search, without the employee's consent, all areas and property in which SD-ICDSI maintains control or joint control with the employee for drugs and alcohol. Refusal to allow for a search when requested may be grounds for disciplinary action, up to and including discharge.
- 18.3 No employee shall bring drug paraphernalia onto SD-ICDSI premises. Drug paraphernalia includes pipes, bongs, and other items used in the ingestion or consumption of illegal drugs.
- 18.4 "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. The term includes prescription drugs not legally obtained and prescription drugs not being used for prescribed purposes. It also includes any substance that a person holds out to another as an illegal drug.
- 18.5 "Legal drugs" include prescription drugs and over-the-counter drugs that have been legally obtained and are being used of the purpose for which they were prescribed and manufactured. No prescription drug shall be brought onto SD-ICDSI premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner. Such drugs shall be used only in the manner, combination, and quantity prescribed.
- 18.6 Marijuana may not be consumed on SD-ICDSI premises. Violation of this rule can result in disciplinary action, up to an including discharge, even for a first offense.
- 18.7 No alcoholic beverages may be consumed on SD-ICDSI premises. Violation of this rule can result in disciplinary action, up to and including discharge, even for a first offense.
- 18.8 SD-ICDSI maintains a smoke-free environment policy. Smoking and the use of e-cigarettes will not be permitted in indoor areas. This includes work areas, private offices, lobbies, restrooms, etc. All employee complaints regarding smoking issues should be addressed to the employee's immediate supervisor. Individuals who willfully ignore or violate this policy may be subject to disciplinary action.
- 18.9 All employees are expected to report for work without illegal drugs, marijuana, or alcohol in their bodies. Employees must not have illegal drugs, marijuana, or alcohol in their bodies at any time while on the job. If there is a reasonable suspicion that an employee is consuming alcohol, or using, marijuana or illegal drugs while on the job, or an employee's performance is impaired or

affected on the job by alcohol, marijuana, or illegal drugs, the affected employee will be required to leave immediately. Such employees are subject to disciplinary action up to and including immediate discharge. A reasonable suspicion of impairment to work may arise from the circumstances of a particular accident or injury occurring on the job; from a physical altercation between employees; from obvious impairment of physical or mental abilities, such as slurred speech or difficulty in maintaining balance; from unexplained significant deterioration in job performance or behavior, such as excessive absenteeism; from reports of on-the-job alcohol or drug use or impairment; from employee admissions regarding alcohol or drug use; or from any other evidence giving rise to suspicion of on-the-job impairment from the use of alcohol, marijuana, or illegal drugs. Employees reasonably believed to be under the influence of alcohol or drugs may be required to submit to drug and alcohol testing. The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician but excluding marijuana, or over-the-counter medications, is not prohibited by this policy. **An employee may not be discriminated against for off-duty cannabis use, so long as the employee adheres to this policy, and the cannabis is not impairing them while on duty.** If a previous violation of the drug and alcohol policy has occurred, the SD-ICDSI is not obligated to grant the employee personal leave. Disciplinary action up to and including discharge may be imposed regardless of whether the employee is offered or accepts personal leave.

19.0 **WHISTLEBLOWER**

- 19.1 General. The SD-ICDSI Code of Conduct and Standards requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Directors, officers and employees must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.
- 19.2 Reporting Responsibility. It is the responsibility of all directors, officers and employees to comply with the Code of Conduct and Standards and to report violations or suspected violations in accordance with this Whistleblower Policy.
- 19.3 No Retaliation. No director, officer or employee who in good faith reports a violation of the Code of Conduct and Standards shall suffer harassment, retaliation or adverse employment consequences. An employee who retaliates against someone who has reported a violation or suspected violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns and to seek resolution if warranted.
- 19.4 Reporting Violations. The Code of Conduct and Standards suggests that employees and others share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with their supervisor or is not satisfied with the supervisor's response, the employee is encouraged to speak with the Director of the Human Resources Department or someone else in management whom they are comfortable in approaching. Supervisors and managers are required to report violations or suspected violations of the Code of Conduct and Standards to the Director of Human Resources, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, employees should immediately contact the Director of Human Resources. Directors, officers and employees should report violations or suspected violations of the Code of Conduct and Standards to the Director of Human Resources.
- 19.5 Compliance Officer. The Compliance Officer for the Code of Conduct and Standards and for the Whistleblower Policy is the Director of Human Resources. The Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code of Conduct and Standards and, at their discretion, shall advise the Executive Director and/or the Chair of the Board of Directors. The Compliance Officer and the Executive Director will annually report to the Board of Directors on compliance activity.
- 19.6 Accounting and Auditing Matters. The Compliance Officer will address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the Executive Director and the Finance Committee of any such complaint and work with them until the matter is resolved.
- 19.7 Acting in Good Faith. Anyone filing a complaint concerning a violation or suspected violation of the Whistleblower Policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code of Conduct and Standards. Any allegations that do not prove to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

- 19.8 Confidentiality. Reports of violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
- 19.9 Processing Reported Violations. The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

20.0 ELECTRONIC COMMUNICATIONS

- 20.1 SD-ICDSI provides a variety of electronic forms of communication and information exchange. Employees have access to computers, electronic mail (e-mail), tablet computers, laptops, telephones, cellular phones, text messages, FAX machines, and the Internet for the purpose of SD-ICDSI business only. These electronic media and services are the property of SD-ICDSI, are provided to facilitate SD-ICDSI business, belong to SD-ICDSI, and may be subject to inspection by SD-ICDSI at any time.
- 20.2 Employees using electronic media do so as representatives of the agency. Electronic media may not be used for knowingly transmitting, retrieving or storing any communications of a discriminatory or harassing nature, or which are derogatory to any individual or group, or which are obscene communications, or are of a defamatory or threatening nature, or for any other purpose which is illegal or against SD-ICDSI policy or contrary to SD-ICDSI's interests.
- 20.3 Any employee abusing the privilege of agency-facilitated access to electronic media and/or services will be subject to disciplinary action in addition to risking loss of the privilege. Disciplinary action, up to and including termination, may be imposed if the severity of the violation warrants such action.
- 20.4 All messages created, sent, or retrieved over corporate electronic communications systems are the property of SD-ICDSI and should be considered public information. Employees should not assume electronic communications are private. Electronic information created or communicated by an employee using e-mail, word processing, voice mail, telephones, or the Internet will generally be monitored by the agency. An employee cannot expect privacy regarding the use of agency-owned equipment and SD-ICDSI routinely reviews usage patterns for both voice and data communications for the purpose of cost analysis and management of resources. SD-ICDSI may, at its discretion, review any employee's electronic files, messages and usage to ensure that electronic media and services are being used in compliance with the law and within SD-ICDSI policy.
- 20.5 Employees must respect the confidentiality of other employees' electronic communications and may not attempt to read or otherwise enter into other employees' files; may not breach computer or network security measures; and may not monitor electronic files or communications of other employees or third parties unless specifically authorized to do so by competent authority. Any employee obtaining electronic access to an outside agency's/individual's materials must respect all copyrights and confidentiality caveats and may not copy, retrieve, distribute, sell, modify, or forward such materials except as permitted by the owner.
- 20.6 Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other employees to access and use the system. Solicitation of non-corporate business or any use of the systems for personal gain is prohibited.

21.0 GRIEVANCE PROCEDURE

- 21.1 A grievance is a complaint arising out of the application or interpretation of existing policies under the direction of management. A grievance, however, does not include a complaint relating to illegal discrimination or harassment. The procedure for complaints concerning illegal harassment or discrimination is set forth in section 2.5.
- 21.2 The grievance shall be presented, in writing, by the employee to their immediate supervisor within ten (10) working days after the perceived problem has occurred. The reasons for the grievance must be specified in written detail. The supervisor will respond after receipt of the employee's written grievance. Copies of the employee's written grievance and the supervisor's written response will be provided to the person next in the supervisor's chain of authority and to the Director of Human Resources for review, consultation as necessary, and retention of all grievance documents.
- 21.3 When an employee perceives a problem which involves his or her supervisor, it is not necessary for the written grievance to be presented to the supervisor involved. Instead, the written grievance will be submitted to the person next in the chain of authority over the supervisor or Director of Human Resources.
- 21.4 In the event that a grieving employee does not feel that the problem identified in their written grievance has been adequately resolved, recourse is allowed to each person in succession up through the chain of authority up to and including the Executive Director. The decision of the Executive Director is final and binding on the employee and SD-ICDSI.
- 21.5 The Director of Human Resources may be consulted and requested to conduct an informal investigation into the grievance by any supervisor in the chain of authority. In any case, copies of the original grievance and all responses will be provided to the Director, Human Resources.

22.0 **SAFETY AND HEALTH**

- 22.1 It is the policy of SD-ICDSI to provide a safe and healthful workplace for employees and to observe all State and Federal laws and regulations.

SD-ICDSI has an Illness and Injury Prevention Program designed to ensure employees follow safe practices and to recognize and correct unsafe working conditions. SD-ICDSI's goal is to eliminate accidents and injuries and constant safety awareness is necessary to achieve this goal. Safety is each employee's responsibility. Active participation and adherence to the Illness and Injury Prevention Program is a condition of each employee's employment. No employee is required to work at a job that they know is unsafe.

- 22.2 The Code of Safe Practices has been developed to assist each employee to make safety a regular part of the workday. This is a minimum guide to help employees and their supervisors identify responsibility for safety in the workplace. All employees will:

- a. Immediately report to their supervisor all accidents or near misses, and injuries, no matter how slight, which occur on the job.
- b. Cooperate with and assist in the investigation of accidents to identify the causes and to prevent recurrence.
- c. Promptly report to their supervisor all unsafe acts, practices, or conditions that are observed.
- d. Become familiar with and observe safe work procedures during the course of work activities.
- e. Keep work areas clean and orderly at all times.
- f. Avoid engaging in horseplay and avoid distracting others.
- g. Submit suggestions for accident prevention to their supervisor or to the Director of Human Resources.

23.0 **MISCELLANEOUS**

23.1 **SD-ICDSI will reimburse employees with all necessary business expenses in direct consequence of the discharge of the employee's duties, including those incurred during remote or hybrid work,.**

The California State Department of Human Resources Rules for Official Travel and Per Diem have been adopted as the travel policies for SD-ICDSI. Reimbursement rates will be approved by the Board and mileage will be reimbursed pursuant to IRS guidelines. Each employee will provide the Business Office with information on current insurance on their personal automobile if mileage reimbursement is claimed. Liability insurance coverage will be in accordance with California Law.

24.0 **EMPLOYEE BENEFITS**

- 24.1 Employees who work an average of at least twenty-four hours (24) per week and meet the length of service requirements are eligible to participate in all employee benefit plans offered. Specified-term employees and part-time employees working less than 24 hours a week are eligible to participate in the retirement plan and employee assistance program. SD-ICDSI employee benefits are described in application packets and other information available from Human Resources.
- 24.2 SD-ICDSI determines the amount paid for benefits and reserves the right to terminate or amend any benefit plan at any time.

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ACKNOWLEDGMENT OF RECEIPT OF
SAN DIEGO-IMPERIAL COUNTIES DEVELOPMENTAL SERVICES, INC.
EMPLOYEE HANDBOOK
ADOPTED BY THE BOARD OF DIRECTORS MAY 9, 2023

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO HUMAN RESOURCES FOR THE SAN DIEGO-IMPERIAL COUNTIES DEVELOPMENTAL SERVICES, INC.

EMPLOYEE NAME _____

I ACKNOWLEDGE that I have received a copy of the San Diego-Imperial Counties Developmental Services, Inc. Employee Handbook ("Handbook"). I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the San Diego-Imperial Counties Developmental Services, Inc.'s ("Regional Center") policies and benefits and are not intended to create any contractual or other legal obligations of my employment with the Regional Center. San Diego-Imperial Counties Developmental Services, Inc. retains the right to revise, change, add to, suspend, or cancel, in whole or in part, any of the policies contained in this Handbook, at any time, without notice. This Handbook is not a contract and is non-negotiable.

Signature of Employee

Date

Printed Name of Employee

EMPLOYEE ASSISTANCE PROGRAM (The Holman Group)

	2024	2023	2022	2021	2020
Annual Utilization %	11.94%	12.54%	13.01%	12.02%	12.25%
Presenting Problems					
Anxiety	24%	19%	17%	12%	20%
Depression	20%	23%	30%	23%	16%
Stress	18%	16%	10%	15%	24%
A/D/S Sub-Total %	62%	58%	57%	50%	60%
Work-Related	5%	1%	2%		14%
Chemical Dependence		1%	2%		
Substance Abuse	4%				
Couple	6%	3%	5%		11%
Marital	10%	10%	6%	12%	
Child Behavior		3%	6%		
Family	4%	10%	10%	21%	7%
Grief	4%	6%	8%	8%	4%
Legal	4%	6%	3%	5%	3%
Financial	1%	2%	1%	4%	1%
	100%	100%	100%	100%	100%



San Diego Regional Center
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Serving individuals with developmental disabilities in San Diego and Imperial Counties

MEMORANDUM

DATE: May 6, 2025

TO: Members, Nominating and Bylaws Committee
Tessie Bradshaw
Pamela Ehlers
Laura Oakes
Norma Ramos
Matthew Storey

FROM: Virginia Bayer, Chair

The Nominating and Bylaws Committee will meet following the Board meeting on Tuesday, May 13, 2025, at 1:30 p.m. in Suite 205 Conference Room and via Zoom.

The proposed agenda is as follows:

1. Call to Order
2. Approval of Committee Meeting Minutes of October 8, 2024
3. Annual Review of Bylaws
4. Review of Board Composition and Member Terms
5. Adjourn

c: David Hadacek



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**Nominating and Bylaws Committee Meeting
Minutes
Tuesday, October 8, 2024**

Members Present: Virginia Bayer, Tessie Bradshaw, David Hadacek, Shirley Nakawatase, Laura Oakes, Norma Ramos, and Matt Storey.

Staff Present: Mark Klaus and Bonnie Sebright

Virgina Bayer, called the meeting of the Nominating and Bylaws Committee to order at 1:36 p.m.

1. Approval of the Minutes

The Nominating and Bylaws Committee reviewed and corrected the minutes of the May 14, 2024, meeting. Virginia Bayer and Angela Yates did not abstain from approving the May 14, 2024 minutes. The minutes were approved with the corrections.

2. Interview of Board Applicants

Members of the Nominating and Bylaws Committee interviewed two Board applicants, Cali Williams and Taylor Wiesner.

3. Recommendations for Election of New Members

Committee members discussed the merits of the Board applicants and decided to invite Pamela Ehlers, Yasuko Mason, Taylor Wiesner, and Cali Williams to join the slate for Board elections for one-year terms beginning on February 1, 2025.

4. Recommendation for Reelection of Members for New Terms

Following discussion, the committee voted to recommend to the Board of Directors to reelect the following members at the annual meeting in January 2025 for three-year terms beginning on February 1, 2025, and ending on January 31, 2028:

Tessie Bradshaw for a third term;
Elmo Dill for a second term;
Laura Oakes for a second term;
Matthew Storey for a third term; and,
Mark Uyeda for a second term.

5. Recommendation for Slate of Officers for 2025

The Committee discussed the following slate of officers for the January 2025 election:

SDICDSI Corporate Officers for February 1, 2025, through January 31, 2026

David Hadacek	Chair
Tessie Bradshaw	Vice-Chair
Virginia Bayer	Secretary

Nominating and Bylaws Meeting Minutes
October 8, 2024
Page 2 of 2

Matthew Storey	Treasurer
Terri Colachis	ARCA Representative
Norma Ramos	Immediate Past Chair
Chris Hodge	Member at Large

6. Adjournment

The meeting was adjourned at 2:30 p.m.

From: [Elaine Rogers](#)
To: [Bonnie Sebright](#)
Subject: RE: [External] Review of the Bylaws
Date: Monday, February 24, 2025 10:30:27 PM

Hi Bonnie,

This is to follow up with you to see if the San Diego Regional Center's (SDRC) Board of Directors ever approved the revisions to the Bylaws (attached) that we discussed last April.

Also, on bylaws-related matter – as part of my continuing education on nonprofit organizations, I recently participated in a meeting with colleagues from across the state who practice in the nonprofit law area. The speaker was a lawyer from the LA area who works with a law firm that represents some regional centers. We were discussing the duties and responsibilities of board members generally and this lawyer mentioned some of the special open meeting requirements under the Welfare & Institutions Code (W&I Code) applicable to the boards of regional centers. (Those requirements are included in SDRC's bylaws). In view of these open meeting requirements that give transparency to actions taken by the boards of regional centers, we had a discussion about whether the boards of regional centers can take action by written consent. Taking action by written consent is carried out without a board meeting where all members of the board sign a "written consent" document that describes a particular matter for approval by the board. This is allowed under the Calif. nonprofit corporation law and is common for boards to do if they need to take action in between their regular board meetings. Under the nonprofit corporation law, this has the same effect as the board taking action/voting at a regular board meeting. SDRC's Bylaws allow the board to take action by written consent follows:

Section 3.19 Action by Unanimous Written Consent. Any action which may be taken at a meeting of the Board may be taken without a meeting if all Directors individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the Directors. Such written consent(s) shall be filed with the minutes of the proceedings of the Board. [Rev. 11/19; 1/21]

Under the W&I Code "*all meetings of the board of directors of each regional center shall be scheduled, open, and public, and all persons shall be permitted to attend any meeting, except as otherwise provided in this section*" (Section 4660), and "*any action taken by a regional center governing board in violation of this article is null and void*" (Section 4668). This law also allows any interested person to take legal action to complain about Board actions that violate the W&I Code, and if successful, obtain an award for their attorneys' fees.

Although the W&I Code does not expressly prohibit the board from taking action by written consent, it does not expressly allow it. In view of the strong statement that all meetings of the board are to be scheduled, open, and public, the consensus of lawyers at this meeting was that regional center boards cannot take action by written consent. Accordingly, I recommend that SDRC's board take action at its next meeting to remove Section 3.19 from the Bylaws.

Please let me know if you have any questions.

Best regards, Elaine

Elaine A. Rogers | Lawyer, APC

5190 Governor Drive, Ste. 108

San Diego, CA 92122

T: (858) 909-0049 (Direct)

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erogers@elainerogerslaw.com

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	SDICDSI Board Member Terms	2/1/2025				
	Name	First Term	Second Term	Third Term	Action 1/2026	
	Pamela Ehlers	Feb 2025~Jan 2026	Feb 2026~Jan 2029	Feb 2029~Jan 2032	Up for Reelection	
	Yasuko Mason	Feb 2025~Jan 2026	Feb 2026~Jan 2029	Feb 2029~Jan 2032	Up for Reelection	
	Cali Williams	Feb 2025~Jan 2026	Feb 2026~Jan 2029	Feb 2029~Jan 2032	Up for Reelection	
	Taylor Wiesner	Feb 2025~Jan 2026	Feb 2026~Jan 2029	Feb 2029~Jan 2032	Up for Reelection	
	Elmo Dill	Feb 2024~Jan 2025	Feb 2025~Jan 2028	Feb 2028~Jan 2031		
	Laura Oakes	Feb 2024~Jan 2025	Feb 2025~Jan 2028	Feb 2028~Jan 2031		
	Mark Uyeda	Feb 2024~Jan 2025	Feb 2025~Jan 2028	Feb 2028~Jan 2031		
	James Gonzalez	Feb 2023~Jan 2024	Feb 2024~Jan 2027	Feb 2027~Jan 2030		
	David Hadacek	Feb 2023~Jan 2024	Feb 2024~Jan 2027	Feb 2027~Jan 2030		
	Virginia Bayer	Feb 2022~Jan 2023	Feb 2023~Jan 2026	Feb 2026~Jan 2029	Up for Reelection	
	Julie Randolph	Feb 2022~Jan 2023	Feb 2023~Jan 2026	Feb 2026~Jan 2029	Up for Reelection	
	Tessie Bradshaw	Feb 2021~Jan 2022	Feb 2022~Jan 2025	Feb 2025~Jan 2028		
	Matthew Storey	Feb 2021~Jan 2022	Feb 2022~Jan 2025	Feb 2025~Jan 2028		
	Terri Colachis	Feb 2020~Jan 2021	Feb 2021~Jan 2024	Feb 2024~Jan 2027		
	Chris Hodge	Feb 2020~Jan 2021	Feb 2021~Jan 2024	Feb 2024~Jan 2027		
	Kimberly Rucker	Feb 2020~Jan 2021	Feb 2021~Jan 2024	Feb 2024~Jan 2027		
	Norma Ramos	Feb 2019~Jan 2020	Feb 2020~Jan 2023	Feb 2023~Jan 2026	Retires	
	Erik Rascon	Feb 2019~Jan 2020	Feb 2020~Jan 2023	Feb 2023~Jan 2026	Retires	
	Wendy Forkas	Feb 2025~Jan 2026				



San Diego-Imperial Counties Developmental Services, Inc.

4355 Ruffin Road, San Diego, California 92123 · (858) 576-2996 · www.sdrc.org

Board of Directors Application

Name: [REDACTED] JA

Home Address: [REDACTED]

Telephone Number: [REDACTED]

E-Mail Address: [REDACTED]

Employer: Self Employed

Occupation: Disability Advocate

Describe how you have demonstrated an interest in or knowledge of developmental disabilities.

I am a San Diego Regional Center client who has Cerebral Palsy. I am the founder and CEO of a Disability Advocacy Nonprofit called James Cerebral Palsy Foundation. My nonprofit is a vendor of San Diego Regional Center and we provide independent facilitator services for the self determination program.

Describe in which area or areas of developmental disability you have experience (intellectual disability, cerebral palsy, epilepsy, autism, Early Start, other).

intellectual disability, cerebral palsy, epilepsy

Are you a client of the San Diego Regional Center? (Check one)

Yes ☒ No ☐

Do you have a family member who is a client of the San Diego Regional Center? (Check one)

Yes ☐ No ☒

If you checked yes, how is the client related to you?

The work of the Board of Directors requires consistent attendance at monthly meetings of the Board of Directors and Board committees. These meetings may take as long three to four hours, in the middle of the day, usually on Tuesdays. Will your schedule allow you to attend Board and committee meetings? Please explain.

Yes it will allow me to attend scheduled meetings

Do you have experience as a member of a Board of Directors or any other governing body? Please explain.

I have been a member of several different board of directors. I was a member of the Associated Student Government Body (ASG) at Cuyamaca College from 2009-2012. I currently sit on 3 different board of directors. My own nonprofit board, an organization called The Peace Resource Center, and a nonprofit currently being reviewed by the IRS for 501(c)(3) status approval called Moms against Torture

Which of the following skills do you have? (Check as many as apply)

DEVELOPMENTAL DISABILITY PROGRAM SKILLS ☐

LEGAL ☒ **MANAGEMENT** ☐ **PUBLIC RELATIONS** ☒ **OTHER** ☐

Please describe in more detail how your skills are related to developmental disabilities.

While I am not an attorney I do have an extreme amount of understanding of the ADA and the legal system when it comes to disability rights and protections

Why would you like to be a member of the Board of Directors of the San Diego-Imperial Counties Developmental Services, Inc. (San Diego Regional Center)?

I have friends and families who are angry that their son, daughter, loved ones and/or themselves are not getting the proper services and representation from the San Diego Regional Center and I share their concern. They have urged me to apply for a board position that they may be represented and finally get the services required.

What is your ethnicity?

White

By signing this application you certify that you are not employed by or a member of the governing body of any entity from which the San Diego Regional Center purchases services, and that you are not aware of any conflict of interest that would result from you being a member of the Board of Directors of the San Diego-Imperial Counties Developmental Services, Inc. (San Diego Regional Center).



Signature

May 1st 2025
Date



San Diego-Imperial Counties Developmental Services, Inc.
4355 Ruffin Road, San Diego, California 92123 · (858) 576-2996 · www.sdrc.org

Board of Directors Application

Name: R [redacted] G [redacted]

Home Address: [redacted]

Telephone Number: [redacted]

E-Mail Address: [redacted]

Employer:

Occupation:

Retired.

Describe how you have demonstrated an interest in or knowledge of developmental disabilities.

To be able to speak up for others with disability when they can't. Go to rallies and serve on the board for San Diego Regional Center and People First

Describe in which area or areas of developmental disability you have experience (intellectual disability, cerebral palsy, epilepsy, autism, Early Start, other).
Intellectual disability and Autism

Are you a client of the San Diego Regional Center? (Check one)

Yes ☒ No ☐

Do you have a family member who is a client of the San Diego Regional Center? (Check one)

Yes ☐ No ☒

If you checked yes, how is the client related to you?

The work of the Board of Directors requires consistent attendance at monthly meetings of the Board of Directors and Board committees. These meetings may take as long three to four hours, in the middle of the day, usually on Tuesdays. Will your schedule allow you to attend Board and committee meetings? Please explain.

Yes, I have support staff that can assist me to attend

Do you have experience as a member of a Board of Directors or any other governing body? Please explain.

I served on the Arc of San Diego. I've been a panelist for the People First Conferences.

Which of the following skills do you have? (Check as many as apply)

DEVELOPMENTAL DISABILITY PROGRAM SKILLS ☒

LEGAL ☐ MANAGEMENT ☐ PUBLIC RELATIONS ☒ OTHER ☐

Please describe in more detail how your skills are related to developmental disabilities.

I possess strong communication skills, confidently expressing my needs and ideas. I have successfully reached out to KUSI and other local media outlets to promote community events that matter. I am proficient in using technology to facilitate communication and maintain effective connections. Additionally, I am socially adept, ensuring that my interactions are always respectful and appropriate.

Why would you like to be a member of the Board of Directors of the San Diego-Imperial Counties Developmental Services, Inc. (San Diego Regional Center)?

Leadership and Volunteer

What is your ethnicity?

White

By signing this application you certify that you are not employed by or a member of the governing body of any entity from which the San Diego Regional Center purchases services, and that you are not aware of any conflict of interest that would result from you being a member of the Board of Directors of the San Diego-Imperial Counties Developmental Services, Inc. (San Diego Regional Center).



Signature

4/3/2025

Date



San Diego Regional Center
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Serving individuals with developmental disabilities in San Diego and Imperial Counties

May 1, 2025

To: Members, SDICDSI Client Advisory Committee

Kim Rucker

Elmo Dill

Mark Uyeda

Taylor Wiesner

Cali Williams

From: Erik Rascon, Chair

Re: May 13, 2025: Client Advisory Committee Meeting

There will be a meeting of the Client Advisory Committee held at **11:00am on Tuesday May 13th, 2025 in Conference Room #300.**

Join Zoom Meeting

<https://sdrc-org.zoom.us/j/86153940094?pwd=DX04tdV1va96aOepF7nRF4h4pFJiaG.1>

Meeting ID: 861 5394 0094

Passcode: Lu3kMA

The proposed agenda is:

1. Call to Order
2. Approval of minutes
3. Introductions (in-person and zoom attendees)
4. Update on local self-Advocacy Groups:
 - a. St. Mad's
 - b. Noah Homes
 - c. Imperial Valley
5. Update on San Diego People First Advocacy Group: Taylor and Cali
6. ARCA CAC update-Viri
7. NCI Survey update
8. Self-Determination Conference: June 26th, 2025
9. Review Board Packet

Please contact Robin Bello 858-924-0870 if you have any questions, or if you are unable to attend the meeting.

cc: David Hadacek, SDICDSI Chair

Mark Klaus, Executive Director



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Serving individuals with developmental disabilities in San Diego and Imperial Counties

CLIENT ADVISORY COMMITTEE (CAC) MINUTES

April 8, 2025

Members Present: Erik Rascon, Kim Rucker, Elmo Dill, Cali Williams, Taylor Wiesner.

Staff Present: Robin Bello, Viridiana Salgado, Kate Kinnamont.

Community Participants: Debbie Marshall (SCDD), Jacob Smith (Imperial Valley-People First), Desiree Boykin (Participant), Anna Torres (Participant), James Stolarek (Participant), George Lewis (SCDD), Becky Williams (Parent).

Call to Order: Erik Rascon, CAC Chair, called the meeting to order at 10:48 am.

Approval of March 2025 minutes:

Presentation:

George Lewis, SCDD, presented the National Core Indicator Survey (NCI). The adult in-person survey is occurring now, through June 30 2025. George will attend the CAC in May with updates, and asked this committee to spread the word about NCI. SDRC needs 400 replies and we are just over 200. Viri created a PPT for NCI and this has been shared with the committee. Committee discussed how the NCI will let RCs know what they are doing well, and what they can do better. Kim talked about the turnover in SCs and how that impacts services.

Update on local Self Advocacy groups:

- a. St. Madeleine Sophie's Center: Cali shared that the self-advocacy groups are actively occurring at St. Mad's. St. Mad's has remote classes occurring daily for participants and topics range from daily living skills to health and safety topics.
- b. Noah Homes: No updates
- c. Imperial Valley People's First: People First Conference was on March 29th in El Centro. Jacob and Erik stated there were over 160 participants.

Update on San Diego People's First/Self-Advocacy: Taylor and Cali report the monthly meetings continue, 3rd Friday of every month. Meetings are held hybrid and the new location for in-person attendance (SCDD office in San Diego) will hopefully bring more attendees. Summer of 2026 is the target the date for the next conference and they are working with a FMS to help with budgeting.

Other:

- Review of Board Packet:
 - Committee covered the financial competent and contracts.
 - Committee talked about staffing turnover and change, especially to ILS, and how these staffing changes impact the lives of so many people accessing SDRC services.
 - Committee requested sooner notification when a new SC is assigned. Kate to follow-up.

Next meeting will be May 13, 2025.
Meeting adjourned at 11:50 am.

cc: Dave Hadacek, SDICDSI Chair
Mark Klaus

SDRC INTERNAL STAFF TRAINING – APRIL 2025

DATE/TIME	TRAINING	LOCATION	AUDIENCE	ATTENDED
4/3/2025 8:00am-9:30am & 3:00pm-4:30pm	HCBS Waiver Audit – SC Interview Preparation Training	Zoom with Andi Hogan and Johanna Stafford	SC selected for audit interviews and their PMs	30
4/7/2025 8:00am-9:30am	HCBS Waiver Audit – SC Interview Preparation Training	Zoom with Andi Hogan and Johanna Stafford	SC selected for audit interviews and their PMs	15
4/8-4/10/2025 8:30-12:00 & 1:00-4:30pm	Justice, Liberty and Belonging Session 1 (Cultural Humility)	SDRC Training Rooms	All staff	30 per session – total 180
4/21-5/1/2025 8:00am-4:30pm	Foundations for Success (New Hire Training)	Suite 118 Training Room	New Staff	32
4/30/2025 8:00am-12:00pm	Compassionate Accountability	Joya Kitchen	All SDRC Managers	103
4/9/2025 1:00pm-3:00pm	IDA-2/DAYC-2 Training	Carmel Mountain Training Room	ECH New Staff	4
4/3/2025 1:00pm-3:00pm	ECH Intake/Eligibility	Main Office	ECH New Staff	14

SDRC COMMUNITY TRAINING – SCHEDULED FOR MAY 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
5/17/2025 1:00pm-4:00pm	IEP Day, Presentation on New S-IPP by Johanna Stafford	Hazard Doubletree Hotel by Hilton, Mission Valley	Parents	

SDRC OUTREACH LACC – APRIL 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
4/2/2025 8:30am-3:30pm	Leading the Charge	Hazard Double Tree by Hilton, Mission Valley, San Diego	Disability Services Community, Self-Advocates	
4/5/2025 10am-3:30pm	2025 North San Diego Latino Book & Family Festival	Mira Costa College, Oceanside	Open to community	1000
4/5/2025 10-12:00pm	Special Needs Egg Hunt	Cottonwood Park, Chula Vista	Children and families	150
4/6/2025 12-4:00pm	2025 Fun Walk for Autism Awareness & Acceptance	Vista Civic Center	Open to community	
4/30/2025 11:30-4:00pm	Padres Game – Autism Acceptance Month	Petco Park	Open to community	1000

TRIBAL OUTREACH – APRIL 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
4/12/2025	SDSU 53 rd Annual Powwow	Ellen Ochoa Pavilion, SDSU	Open to community	200+

CHILD FIND PART C SAN DIEGO – APRIL 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
4/12/2025 7:30am-10:30am	Race for Autism	Balboa Park	Open to community	100+
4/13/2025 7:00am-12:00pm	Sharon's Bike, Run and Walk	3700 Corona Oriente Rd, San Diego, 92109	Open to community	250+
4/13/202510:00am-1:00pm	Special Needs Resource Foundation All Inclusive Day of Play Starry Cinema & Resource Fair	Salvation Army Kroc Center Corner Zone, San Diego	Children and families	1000+
4/19/2025 9:00am-3:30pm	Day of the Child Community Fair	373 Park Way, Chula Vista	Children and families	1000+
4/30/2025 2:30pm-6:30pm	Dia de los Ninos Resource Fair	840 Townsite Drive, Vista	Children and families	250

CHILD FIND PART C IMPERIAL VALLEY – APRIL 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
4/5/2025 8:00am-2:30pm	44 th Annual Children's Fair	Bucklin Park, El Centro	Children and families	
4/9/2025 9:30am-12:30pm	Literacy Fair Day	Calexico Public Library	Children and families	
4/10/2025 11:30am-1:30pm	HIS NAMI Resource Table	Imperial High School	High School students	
4/11/2025 7:30-12:30pm	NAMI Mental Health Resource Fair	CHS Main Campus, Calexico	Open to community	
4/11/2025 5:00pm-8:00pm	Walk a Mile in Their Shoes	Bucklin Park, El Centro	Open to community	
4/12/2025 7:30am-11:30am	NAMI Walk	Imperial Valley Mall	Open to community	
4/12/2025 11:30am-4:30pm	Autism Awareness Fair	Eager Park	Open to community	
4/16/2025 10:00am-12:00pm	NHA Head Start Virtual Resource Fair	Zoom	Pre-school children and parents	
4/16/2025 5:00pm-7:00pm	National Autism Awareness Month	Legacy Medical Center Parking Lot, El Centro	Open to community	

4/17/2025 9:00am-12:00pm	Goodwill Job & Resource Fair	351 Wake Ave., El Centro	Open to community	
4/23/2025 9:00am-12:00pm	Options for All Job Fair	MLK Pavilion, El Centro	Open to community	
4/26/2025 8:00am-1:00pm	Consulado Movil	2198 Cleveland Ave, Salton City	Open to community	

OTHER EVENTS/PRESENTATIONS – APRIL 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
4/8/2025 8:00am-9:00am	Perinatal Social Workers Cluster Meeting	Microsoft Teams presented by Celeste Graham and Jamie Wei	Perinatal Social Workers	80
4/9/2025	SDP Orientation Spanish	Zoom presented by Claudia Lopez and Karla Geraldo	Self-advocates and families interested in SDP	
4/10/2025 6:30pm-7:30pm	SDUSD SPED & Partners Resource Fair	Ballard Center, Congress Street, San Diego	SDUSD staff and partners	100
4/15/2025 6:00pm	TRACE Presentation	SDUSM	Parents	
4/18/2025 9:00am-12:30pm	Color Run & Resource Fair for Chollas Mead Elementary School	Chollas Mead Elementary School	Students and parents	181

4/18/2025 8:30am-10:30am	Encanto Elementary Resource Fair	Encanto Elementary School Auditorium	Parents	
4/22/2025 9:00am	Quality Health Partners	Quality Health Partners Board Room	Staff	
4/24/2025 4:30pm-6:30pm	12 th Annual INCLUSIVE San Dieguito Union College & Career Night	3333 Manchester Ave, Cardiff	Students and parents	
4/24/2025 10:00am	Crestwood San Diego	5550 University Avenue		
4/26/2025 7:00am-11:00am	NAMI Walks San Diego	NTC Park	Open to community	2000+
4/26/2025 10:00am-1:00pm	2025 9th Annual VUSD Early Childhood Education Fair	740 Olive Ave., Vista	Parents	
4/27/2025 2:00pm-4:00pm	EUSD Family Fun Day & Resource Fair	Ocean Knoll Elementary, Encinitas	Children and families	
4/30/2025 10:30a-12:30pm	SDP for START Services	Zoom presented by Carly King and Rob Grijalva	START Staff	
4/16/2025 4:00pm-6:00pm	2025 Sweetwater School District Transition Fair	Profession Development Center	Transition age youth and families	
4/25/2025 1:45pm-3:15pm	Leadership Education in Neurodevelopmental and other related Disabilities (LEND) program	Zoom https://uchealth.zoom.us/j/81689458831	Self-advocates, family members, practicing professionals, grad and post grads	30+

SDRC OUTREACH LACC – SCHEDULED FOR MAY 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
5/3/2025 12-3:00pm	Family Book Festival	Carlsbad Library Learning Center	Spanish Speaking Families	
5/3/2025 8:00am-12:00pm	Best Buddies Friendship Walk	Balboa Park	Open to community	
5/4/2025 10:00am-2:00pm	Bilingual Health Fair	San Ysidro High School	Open to community	
5/17/2025 11:00am-2:00pm	I Love My Park Day	MLK Jr Rec Center, San Diego, 92114	Open to community	
5/17/2025 8:00am-4:00pm	IEP Day	Doubletree Mission Valley	Parents	

TRIBAL OUTREACH - SCHEDULED FOR MAY 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
5/10/2025	37 th Balboa Park Annual Powwow	Balboa Park	Open to community	
5/17/2025	Rooted In Healing	Pala Rey Youth Camp		

CHILD FIND PART C SAN DIEGO – SCHEDULED FOR MAY 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
5/8/2025 5:00pm-7:00pm	LMEC Spring Fling	Logan Memorial Educational Campus	K-11	
5/9/2025 10am-12:00pm	2 nd Annual Baby Prom	310 3 rd Ave, Chula Vista	Children 0-5	
5/22/2025 11:00am-1:30pm	Community Partner Fair	Ramona Community Library	Students and Families	
5/23/2025	EHS Summer Kick Off	310 3 rd Ave, Chula Vista	All families	

CHILD FIND PART C IMPERIAL VALLEY – SCHEDULED FOR MAY 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
5/1`/2025 9:00am-11:00am	Autism Awareness Carnival	1420 Commercial Ave, El Centro	Special Education Students	
5/3/2025 7:30am-11:30am	Feria de Salud Y Recursos	Consulado Mexicano Calexico	Spanish Speaking Community	

OTHER EVENTS/PRESENTATIONS – SCHEDULED FOR MAY 2025

DATE/TIME	EVENT NAME	EVENT LOCATION	AUDIENCE	ATTENDED
5/5/2025 9:00am	San Ysidro Health Center – ECH Programs	Virtual Presentation on TEAMS	San Ysidro Health Staff	
5/8/2025 12:00-1:00pm	East Hills Academy Parent Resource Fair	1791 Rock Mountain Road, Chula Vista	Parents	
5/16/2025 10:00am	SDRC 101	Altus Schools – Virtual	Students and staff	
5/21/2025 6:00pm	Social Recreation Presentation	Trace SDUSM	SDUSM student teachers	
5/27/2025	SDP Orientation	Zoom presented by Carl King and Rob Grijalva	Self-advocates and families interested in SDP	
5/14/2025	SDP Orientation in Spanish	Zoom presented by Claudia Lopez and Karla Geraldo	Self-advocates and families interested in SDP	