

SDICDSI Board and Committee Meetings

Tuesday, May 14, 2024

10:00 – 11:00

Legislation Committee – Suite 300

Personnel Committee – Suite 203

11:00 – 11:45

Finance Committee – Suite 300

Client Advisory Committee – Suite 203

11:45

Lunch – Boardroom

12:00 – 1:30

Board Meeting – Boardroom

1:30 – 2:30

Nominating and Bylaws Committee – Suite 205

Investment Policy Committee – Suite 203



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 14, 2024

12:00 p.m.

- | | | |
|-----|--|-----------------------|
| 1. | Call to Order/Announcements | David Hadacek |
| 2. | Defined Benefit Plan Presentation | Christine Lux-Whiting |
| 3. | Public Input | |
| 4. | Approval of the Minutes
– April 9, 2024, Board Meeting (Action Item) | David Hadacek |
| 6. | Chair’s Report | David Hadacek |
| 7. | Executive Director’s Report | Mark Klaus |
| 8. | Finance Committee Report
– Contracts for Approval (Action Item)
– U.S. Bank, Fiscal Year 2024/2025 Line of Credit (Action Item)
– FY 2023-24 Regional Center E-2 Contract Amendment (Action Item) | Matthew Storey |
| 9. | Association of Regional Center Agencies (ARCA) Update | Terri Colachis |
| 10. | Vendor Advisory Committee Report | Wendy Forkas |
| 11. | Legislation Committee Report | Norma Ramos |
| 12. | Personnel Committee Report | Laura Oakes |
| 13. | Client Advisory Committee Report | Erik Rascon |
| 14. | Mission Moments | |
| 15. | Adjourn | |

The next meeting of the Board of Directors will be held on
Tuesday, June 11, 2024, 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.



BOARD OF DIRECTORS MEETING

April 9, 2024

Minutes

DIRECTORS PRESENT: Virginia Bayer; Tessie Bradshaw; Elmo Dill; Wendy Forkas; James Gonzalez; David Hadacek; Chris Hodge; Laura Oakes Norma Ramos; Julie Randolph; Erik Rascon; Timothy Riemann; Matthew Storey; Mark Uyeda; and Angela Yates

DIRECTORS ABSENT: Terri Colachis; Shirley Nakawatase; and Kimberly Rucker

STAFF PRESENT: Robin Bello; Tamara Crittenden; Joab Gonzalez; Brenda Hernandez; Kate Kinnamont; Mark Klaus, Neil Kramer; Miguel Larios; Jeff Lee; Seth Mader; Sara McIntire; Dulce Morin; Gabriella Ohmstede; Victoria Otero; Jennifer Sanchez; Bonnie Sebright; Liz Serna; Viri Salgado; Pamela Starmack; Kimberly Steitz; and, Robert Webb-Rex

GUESTS PRESENT: Jocelyne Banda; Jonathan Banda; John Banda; Gloria Brambila; David Cuevas; Gabriel Echaras; Rebecca Engard; Maureen Fitzgerald; Nohely Garcia; Myles Horttor; Jane Latz; Michael Latz; George Marquez; Raymond Peterson; Edwin Pineda; Diana Orozco; Sandra Rocco Melville; Rene Rodriguez; Veronica Rosa; Nick Rzok; Beba Saba; Brian Spahr; Stacy Sullivan; Gerardo Tovar; Jill Weber; and, Tanya Ybanez

1. **Call to Order**

David Hadacek, Chair, Board of Directors, welcomed everyone in attendance and called the meeting to order at 12:05 p.m.

2. **Communications and Marketing Presentation**

Pamela Starmack, Director of Communications and Marketing for the San Diego Regional Center (SDRC), presented on the mission of the Communications and Marketing team. Pamela discussed the roles of the team members on the Communications and Marketing team, the importance of SDRC as a brand, and the launch of a new accessible SDRC website.

3. **Public Input**

James Gonzalez shared the Autism Support of Imperial County (ASIC) events for the month of April in recognition of Autism Awareness Month. On Saturday, April 6, 2024, ASIC held its Autism Fair. In addition to the fair, there was a 5K run with over 200 runners participating. James thanked the volunteers and past and present ASIC board members for their participation and support.

Jonathan Banda, a client of the SDRC Imperial Valley offices, shared that he lost 111 pounds by expanding his diet and eating foods he normally wouldn't. Mr. Banda's parents are very proud that he took the initiative to work on his health and make changes.

Mr. Banda created a slideshow highlighting his journey, studies, and research on autism and weight loss. Pamela Starmack will connect with Mr. Banda in the future to share his story.

James Gonzalez introduced George Marquez, District Attorney for Imperial County, and shared they met with staff in the Imperial County office to discuss adjudicating individuals who are regional center clients. Recently, Mr. Marcus was able to assist a teen with a developmental disability who had been placed in solitary confinement.

Erick Rascon announced an Arte Bazaar by Adjoin on Saturday, April 27, 2024, from 9:00 a.m. to 1:00 p.m. The event will feature art, food, music, and fun.

4. **Approval of Minutes**

Mr. Hadacek referred the Directors to the draft minutes of the March 12, 2024, Board of Directors meeting and asked for approval.

MOTION: (Bayer abstained) M/S/C that the Minutes of the March 12, 2024, Board of Directors meeting are approved as submitted.

5. **Chair's Report**

Mr. Hadacek remarked that it was great to be back in Imperial, and he noted that the number of staff members in the Imperial offices has grown over the past year.

Mr. Hadacek shared that he attended the 9th Annual Leading the Charge Conference on March 28, 2024. Mr. Hadacek stated that Tessie Bradshaw, Timothy Riemann, and Norma Ramos also attended the Leading the Charge event.

Mr. Hadacek thanked Mark Klaus for his Executive Director's report, which includes reports from the SDRC Department Directors. He encouraged the Board Directors to review these reports.

6. **Executive Director's Report**

Mr. Klaus reported that the SDRC total caseload at the end of March 2024 was 41,922. This was an increase of just over 2,092 cases since July 1, 2023, the beginning of this fiscal year.

Mr. Klaus reported that the first meeting of the Department of Developmental Services (DDS) Master Plan in Sacramento will be held on Wednesday, March 13, 2024. Mr. Klaus will keep the Board and the community updated on the status of the Master Plan as they move forward. In addition, SDRC will help the Department of Health and Human Services with outreach events, focus groups, and community listening sessions over the next few months.

Mr. Klaus recognized Wendy Forkas for her leadership and the planning committee for their work in putting together the Leading the Charge conference over the past 9 years.

Mr. Klaus recognized James Gonzalez for his work in putting together the Autism Fair, which was held on April 6, 2024, and attended by nearly 700 individuals.

On March 5, 2024, the Brawley City Council presented a proclamation in recognition of World Autism Awareness Month for April and World Autism Awareness Day on Tuesday, April 2, 2024. James Gonzalez recognized Gloria Brambila for writing the proclamations.

7. **Finance Committee Report**

Treasurer Matthew Storey reported that the Finance Committee reviewed the proposed service provider contracts and recommended that the Board approve all eight contracts.

MOTION: (Forkas and Oakes abstained) M/S/C to approve the contracts for services with HQ2005 Bayside Supported Living, Inc.; PY3189 Heddi Zayak; PY2735 Home of Guiding Hands; HQ1262 Kimbercare, LLC; HQ2015 Progressive Assisted Living, Inc.; PY3229 Public Partnerships, LLC; PY3230 Public Partnerships, LLC; PY3184 Richard Giffen DBA Personal Pathways LLC;

Mr. Storey shared the Fiscal Year (FY) 2024/2025 Regional Center A Preliminary Contract, preliminary letter of cash advance schedules, allocation summary, purchase of services, and operations allocation summaries for the San Diego Regional Center. The Finance Committee recommends that the Board of Directors authorize the Board Chair to sign the A Preliminary Contract.

MOTION: M/S/C to approve the A Preliminary Contract.

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

There was no report.

9. **Vendor Advisory Committee Report**

Wendy Forkas announced the Vendor Advisory Committee will hold a hybrid meeting on May 23, 2024, at 10:00 a.m.

Ms. Forkas shared that the Leading the Charge Conference was their largest event since its inception 10 years ago. In partnership with SDRC, the event had well over 400 attendees. As part of the conference, the committee votes to honor someone who is a role model in Leading the Charge. Mark Klaus and Wendy Forkas awarded Viri Salgado, SDRC Client Information Specialist, with this award.

The next Developmental Disabilities Provider Network (DDPN) meeting is scheduled for April 18, 2024.

10. **Legislation Committee Report**

Norma Ramos shared that she traveled to Sacramento on March 21, 2024, to provide public comment at the Senate Budget Subcommittee #3 Hearing.

Ms. Ramos reported that members of the Legislation Committee attended the ARCA Grassroots Day in Sacramento on April 2, 2024. Attendees met in person to speak with legislators regarding issues that affect individuals with developmental disabilities.

11. **Client Advisory Committee Report**

Erik Rascon reported that the members of the Client Advisory Committee (CAC) met and discussed local self-advocacy group activities. Mr. Rascon announced that the Imperial People's First Conference was held on March 16, 2024.

14. **Mission Moments**

Norma Ramos shared that on the way back from Grassroots Day, she, Wendy Forkas, and Tessie

Bradshaw had the opportunity to get to know each other better. Ms. Ramos emphasized the importance of networking outside of Board meetings.

Erik Rascon thanked Joab Gonzalez, SDRC Assistant Director and Regional Manager for the Imperial Valley offices, and Briana Barajas, SDRC Program Manager, for hosting the Board meeting at the Imperial Valley offices.

Miguel Larios, SDRC Community Services Director, shared that about a year ago, SDRC partnered with NOR to establish resources in Imperial Valley. As a result, two residential homes have been opened and are now providing support in Imperial Valley. Mr. Larios thanked Nick Rzok and Tanya Ybanez, administrators of the NOR homes.

Tanya Ybanez thanked Miguel Larios, Joab Gonzalez, and the SDRC Imperial Valley team. She stated that she is happy to provide the community with needed resources.

Tim Riemann shared that he attended the Leading the Charge Conference and that March 21st is National Down Syndrome Day. As part of National Down Syndrome Day, Mr. Riemann addressed an audience of 100 people in a Zoom meeting.

Wendy Forkas thanked Jennifer Sanchez, SDRC Diversity, Equity, Inclusion, and Accessibility Program Manager, and Miguel Larios for arranging for sign language interpretation at the Leading the Charge conference in response to a last-minute request.

James Gonzalez shared that ASIC now has a newly purchased truck to be used in partnership with the San Diego State University pilot program to provide outreach services to underserved areas in the community. James thanked John Banda for his assistance in purchasing the truck.

John Banda said he and his family are happy to assist. He also said he would like to see law enforcement get training in dealing with individuals with disabilities.

15. **Adjournment/Next Meeting**

There being no other business, the meeting adjourned at 1:25 p.m. The next meeting of the Board of Directors is scheduled for Tuesday, May 14, 2024, at 12:00 p.m. at the San Diego Regional Center located at 4355 Ruffin Road, San Diego, California 92123.



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Serving individuals with developmental disabilities in San Diego and Imperial Counties

MEMORANDUM

DATE: May 7, 2024
TO: Board of Directors
FROM: Mark Klaus, Executive Director
RE: Executive Director's Report

San Diego Regional Center Clients Served:

During April 2024, there were 845 cases opened through intake at the San Diego Regional Center (SDRC). There were 572 (68%) cases opened in the Early Start Program for infants and toddlers younger than three years of age. During the month, 101 cases were reactivated; 106 cases were inactivated; and, 451 cases were closed. At the end of March 2024, the total regional center caseload was 42,311. This is an increase of 2,481 since the beginning of this Fiscal Year.

Employee Tuition Reimbursement Program:

The Employee Tuition Reimbursement Program, per WIC 4699.4(f), started in July 2022 and will continue through the next fiscal year and end in June 2025. Employees may submit retroactive applications for eligible courses.

SDRC will reimburse employees up to a maximum of ten thousand dollars (\$10,000) a fiscal year for continuing education through an accredited program to enhance the services received by clients, recruit new employees, increase subject matter expertise and career advancement options within SDRC, and improve employee retention rates. This education may include college credit courses, continuing education unit courses, seminars, and certification tests that are in a health or human services related field or a certificate or degree that supports or expands staff's current employment and career advancement options at SDRC.

Master Plan for Developmental Services:

The Master Plan for Developmental Services Committee held its second meeting (online) on April 24, 2024. The meeting was largely focused on reviewing the discussion from the April 10, 2024, in-person meeting and several small group discussions regarding refinements to the vision statement and priorities for the Committee.

Themes that were discussed included:

- ✓ Living well in inclusive communities
- ✓ Having support for accessing services
- ✓ Affordable, safe, and accessible housing and transportation
- ✓ Using technology to support accessing information in real-time
- ✓ Rewarding better outcomes
- ✓ Increasing the authority of DDS and increasing consistency
- ✓ Supporting a stronger workforce with less turnover

Master Plan for Developmental Services (continued):

Priorities that the group identified at the first meeting included:

- ✓ Create a "One Door" Coordinated System of Care
- ✓ Workforce
- ✓ Reimagine Regional Centers--Cultivating Accountability, Consistency, and Quality Services.
- ✓ Housing
- ✓ Equity

The next meeting of the Master Plan for Developmental Services Committee will be held in person on May 15, 2024, in Los Angeles (location TBD).

Caseload Ratio:

In a letter received on April 8, 2024, from the Department of Developmental Services (DDS), they found the San Diego Regional Center (SDRC) out of compliance with the requirements in Section 4640.6 (c) of the Welfare and Institutions (W&I) Code. This section in the law requires that regional centers maintain service coordinator-to-client caseload ratios at or below specified averages. A copy of the letter from the DDS is enclosed for reference.

For clients enrolled on the Home and Community-Based Services Waiver, the caseload ratio in the SDRC March 2024 caseload ratio data report was 1:76 (the required caseload ratio is 1:62); for clients who are younger than the age of six years, the caseload ratio was 1:62 (the required caseload is 1:40); for clients who are older than the age of five years and are not on the Home and Community-Based Services Waiver and have not moved from a developmental center the caseload ratio was 1:76 (the required caseload ratio is 1:66); and, for clients with complex needs the caseload ratio was 1:28 (the required caseload ratio is 1:25). Section 4640.6 (f) of the W&I Code requires that a regional center that does not comply with the caseload ratio requirements for two consecutive reporting periods develop a plan of correction. The final plan will be developed following input from the state council, local organizations representing clients, clients and family members, regional center employees, service providers, and other interested parties.

State Budget Update:

Governor Newsom is expected to release his May Revise Budget on May 13 or 14, 2024. At this time, very little to no information has been shared regarding the May Revise. Priorities and efforts have been focused on a number of items, with the main focus being the implementation of the Provider Rate Model effective July 1, 2024, versus the Governor's January budget proposal to delay rate model implementation until July 1, 2025.

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



NANCY BARGMANN
DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

April 8, 2024

Mark Klaus, Executive Director
San Diego Regional Center
4355 Ruffin Road, Suite 200
San Diego, CA 92123

Dear Mr. Klaus:

Thank you for completing the service coordinator caseload ratio survey submitted to the Department of Developmental Services (Department) on March 10, 2024. The data San Diego Regional Center (SDRC) provided indicates that, as of March 1, 2024, SDRC did not meet all the required caseload ratios mandated by Welfare & Institutions (W&I) Code section 4640.6(c) and Article IX, Section 2 of the Fiscal Year 2022-2023 Regional Center Contract. Specifically, SDRC did not meet the required caseload ratios for the highlighted categories noted in the following table:

Regional Center	On Waiver	Under 6 Years	Movers Within Last 12 Months	Over 5 Years, Non-Waiver, Non-Mover	Complex Needs	Low or No POS
W&I Code Required Ratios	1:62	1:40	1:45	1:66	1:25	1:40
SDRC Number of Individuals Served	9,902	11,154	12	18,343	260	194
SDRC Ratios	1:76	1:62	1:15	1:76	1:28	1:32

This letter is to notify you that, as specified by W&I Code section 4640.6(f), SDRC is required to submit a plan of correction when caseload ratios are not met for two consecutive reporting periods. The plan of correction must be developed with input from the State Council on Developmental Disabilities, local organizations representing the individuals SDRC serves, their family members, regional center employees, including recognized labor organizations, service providers, and other interested parties. Please include in the plan of correction how SDRC incorporated feedback from all required community representatives in meeting W&I Code section 4640.6(c).

Mark Klaus, Executive Director
April 8, 2024
Page two

The Department is available to provide technical assistance with the development of the plan of correction. Please email the plan of correction within 60 days from the date of this letter to:

OCO@dds.ca.gov

If you have questions regarding this letter, please contact Danielle Hurley, Research Data Specialist, Research, Evaluation, and Audit Branch, at (916) 654-3228, or by email, at danielle.hurley@dds.ca.gov.

Sincerely,



ERNIE CRUZ
Deputy Director
Community Services Division

cc: David Hadacek, San Diego-Imperial Counties Developmental Services, Inc.
Amy Westling, Association of Regional Center Agencies
Tiffani Andrade, Department of Developmental Services
Christine Bagley, Department of Developmental Services
Jacqueline Gaytan, Department of Developmental Services
Ann Nakamura, Department of Developmental Services
Charles Liao, Department of Developmental Services
Danielle Hurley, Department of Developmental Services
Steven Pavlov, Department of Developmental Services
Edwin Pineda, Department of Developmental Services



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

Serving individuals with developmental disabilities in San Diego and Imperial Counties

SDICDSI FINANCE COMMITTEE MEETING
Tuesday, May 14, 2024
Suite 300 Conference Room and via Zoom
11:00 a.m.

AGENDA

1. Call to Order
2. Approval of Minutes (Attached – Action Item)
 - April 9, 2024, Finance Committee Meeting.
3. Approval of Purchase of Service Contracts (Attached – Action Item)
 - *See the attached listing of (21) twenty-one provider contracts.*
4. U.S. Bank, Fiscal Year 2024/2025 Line of Credit (Attached – Action Item)
5. Fiscal Year 2023/2024 Regional Center E-2 Contract Amendment (Attached – Action Item)
6. Fiscal Year 2023/2024 Operations (OPS) Spending Plan Reports (Attached – Information Item)
7. Fiscal Year 2023/2024 Purchase of Services (POS) Monthly Status Report (Attached – Information Item)
8. Old Business/New Business
9. Adjourn

Committee Members:

Virginia Bayer
James Gonzalez
Chris Hodge

Matt Storey (Chair)
Wade Wilde (Community Representative)
Angela Yates

projected POS deficit for the FY 2023/2024 is \$57,014,051.

6. **Adjourn:** There being no further business, the Finance Committee meeting was adjourned at 11:24 a.m.

Matt Storey
Finance Committee Chair

c: Dave Hadacek
Mark Klaus



SDICDSI FINANCE COMMITTEE MEETING MINUTES
Tuesday, April 9, 2024
SDRC Imperial Office Conference Room #3 and Via Zoom
11:00 a.m.

Members Present: James Gonzalez, Chris Hodge, Dave Hadacek, Matt Storey, Angela Yates, Virginia Bayer, Wade Wilde

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

Guests: Jill Weber, Rebecca Engard, 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 12, 2024, Finance Committee meeting were approved.
2. **Approval of Purchase of Service Contracts:** The committee discussed approving the eight (8) purchase of services contracts presented to the Board.

(Angela Yates abstained) M/S/C to recommend that the Board of Directors approve the eight (8) purchase of services contracts presented to the Board.
3. **Fiscal Year 2024/2025 Regional Center A Preliminary Contract:** The Finance committee discussed the Fiscal Year 2024/2025 Regional Center A Preliminary Contract and the urgency of having a signed A Contract in place in order to receive the preliminary allocation monies. The total advance payment will be \$168,688,869.

M/S/C to recommend that the Board of Directors authorize the Board Chair to sign the A Preliminary Contract.
4. **Fiscal Year 2023/2024 Operations Spending Plan Report:** Dulce Morin reviewed the FY 2023/2024 Operations (OPS) spending plan. The net total projected expenditures are \$106,324,020. Net OPS expenditures through February 29, 2024, were \$59,458,469. The FY 2023/2024 OPS spending plan is projected to be balanced at fiscal year-end.
5. **Fiscal Year 2023/2024 Purchase of Services (POS) Monthly Status Report:** Dulce Morin reviewed the Purchase of Services (POS) monthly status report. Actual POS expenditures through February 29, 2024, were \$430,923,465. Total projected POS expenditures are \$665,257,568. The

**San Diego Regional Center
Fiscal Status Report Summary
For the Nine Month Period Ending March 31, 2024**

<u>Description</u>	<u>FY 2023/2024 E-2 Allocation & ICF SPA</u>	<u>Projected FY 2023/2024 Expenses</u>	<u>Surplus (Deficit)</u>
Purchase of Services (POS)*			
Client Services	\$ 756,535,378 *	\$ 672,192,236	\$ 84,343,142
Community Placement Plan	8,223,856	8,223,856	-
Subtotal POS Expenses	<u>764,759,234</u>	<u>680,416,092</u>	<u>84,343,142</u>
Operations Spending Plan			
Net Operations Expenses	<u>109,937,965</u>	<u>109,937,965</u>	<u>-</u>
TOTAL	<u>\$ 874,697,199</u>	<u>\$ 790,354,057</u>	<u>\$ 84,343,142</u>

*Client Services Allocation & ICF SPA Reconciliation

POS E-2 Contract Amendment	\$ 745,535,378
add: ICF SPA Reimbursement	<u>11,000,000</u>
Total Client Services Allocation	<u>\$ 756,535,378</u>

**San Diego Regional Center
Purchase of Service Monthly Status Report
For the Nine Month Period Ending March 31, 2024**

	A	B	C	B+C	A-(B+C)
	FY2023/2024 Estimated Allocation	FY2023/2024 Expenditures 03/31/2024	Projected Expenditures Remaining	Total Projected Expenditures FY 2023/2024	+ / -
Client Services					
Out of Home	\$ 250,669,322	\$ 172,329,773	\$ 58,694,681	\$ 231,024,454	\$ 19,644,868
Day Activity	162,156,662	116,225,521	38,966,954	155,192,475	6,964,187
Habilitation	21,460,300	12,578,984	4,335,916	16,914,900	4,545,400
Medical Services	15,976,037	6,052,677	2,314,312	8,366,989	7,609,048
Non-Med Services	40,001,796	24,500,958	8,797,942	33,298,900	6,702,896
Support Services	73,413,490	49,494,739	17,074,180	66,568,919	6,844,571
Early Childhood	39,569,045	20,437,778	7,226,005	27,663,783	11,905,262
Transportation	30,041,352	18,062,244	6,155,091	24,217,335	5,824,017
Other	123,247,374	80,798,532	28,145,949	108,944,481	14,302,893
Total Purchase of Services (POS)	756,535,378	500,481,206	171,711,030	672,192,236	84,343,142
less: ICF/SPA POS Reimbursements	(11,000,000)	(9,475,673)	(1,524,327)	(11,000,000)	-
Net Balance (E-2)	\$ 745,535,378	\$ 491,005,533	\$ 170,186,703	\$ 661,192,236	\$ 84,343,142
CPP					
CPP POS Expenses	\$2,973,856	\$436,648	\$2,537,208	\$2,973,856	\$0
Reappropriation (RAP)	5,250,000	4,487,282	762,718	5,250,000	\$0
Assessment	-			-	
Crisis Homes	-			-	
Deflection	-			-	
Total CPP (E-2)	\$8,223,856	\$4,923,930	\$3,299,926	\$8,223,856	\$0

San Diego Regional Center
Fiscal Year 2023/2024 Operations Spending Plan
For the Nine Month Period Ending March 31, 2024

	<u>Spending Plan</u>	<u>Expended YTD (03/31/2024)</u>	<u>Projected Expenditures Remaining</u>	<u>Total Projected Expenditures</u>
Personnel				
Salaries	\$ 63,335,579	\$ 43,031,404	20,304,175	\$ 63,335,579
Fringe Benefits	22,167,453	10,325,030	11,842,423	22,167,453
Temporaries	576,000	350,752	225,248	576,000
Subtotal Personnel	<u>86,079,032</u>	<u>53,707,186</u>	<u>32,371,846</u>	<u>86,079,032</u>
General Expense				
General Exp, Supplies & Tech	4,600,000	3,124,673	1,475,327	4,600,000
General Maint. & Construction	2,500,000	1,334,157	1,165,843	2,500,000
Equipment Purchases	1,551,103	952,981	598,122	1,551,103
Information Technology	1,447,379	601,809	845,570	1,447,379
Building Services	100,500		100,500	100,500
Postage	206,000	136,075	69,925	206,000
Utilities	230,000	149,679	80,321	230,000
Printing	54,500	22,665	31,835	54,500
Accounting/Audit/Tax Fees	76,300	5,750	70,550	76,300
LOC Expenses			-	-
Tuition Reimbursement	1,390,392			1,390,392
Policy/Projects/Miscellaneous	1,003,996	844,120	159,876	1,003,996
Subtotal General Expense	<u>13,160,170</u>	<u>7,171,909</u>	<u>4,597,869</u>	<u>13,160,170</u>
Rent	7,302,000	5,214,171	2,087,829	7,302,000
Contracts				
Consultant Services	1,426,000	142,068	1,283,932	1,426,000
Equipment Rental	463,250	204,459	258,791	463,250
Equipment Maintenance	125,000	2,287	122,713	125,000
Subtotal Contracts	<u>2,014,250</u>	<u>348,814</u>	<u>1,665,436</u>	<u>2,014,250</u>
Other Expenses				
ARCA Expenses/Dues	160,000		160,000	160,000
Legal	747,487	383,267	364,220	747,487
Insurance	993,570	766,042	227,528	993,570
Travel	674,500	374,646	299,854	674,500
Board of Directors	75,000	62,552	12,448	75,000
Staff Training	25,000	11,701	13,299	25,000
Community Training	25,000		25,000	25,000
Public Information	25,000	75	24,925	25,000
Subtotal Other Expenses	<u>2,725,557</u>	<u>1,598,283</u>	<u>1,127,274</u>	<u>2,725,557</u>
Total Operating Expenses	111,281,009	68,040,363	43,240,646	111,281,009
Interest/Other Revenues	(1,174,268)	(1,333,058)	158,790	(1,174,268)
ICF SPA Service Fees Earned	(168,776)	(142,138)	(26,638)	(168,776)
Net Operating Expenses	<u>\$ 109,937,965</u>	<u>\$ 66,565,167</u>	<u>\$ 43,372,798</u>	109,937,965
OPS Allocation Estimate (E-2)				<u>109,937,965</u>
Projected FY2023/2024 Spending Plan Surplus/(Deficit)				<u>\$ -</u>

**San Diego Regional Center
Operations Spending Plan Comparison Report
For the Period Ending March 31, 2024**

	YEAR-TO-DATE ACTUAL EXPENDITURES COMPARISON		FISCAL YEAR PROJECTED EXPENDITURES COMPARISON	
	Current Year Expenses through (03/31/2024)	Prior Year Expenses through (03/31/2023)	FY2023/2024 Total Projected Expenses	FY2022/2023 Total Expenses (estimated)
Personnel				
Salaries	\$ 43,031,404	\$37,769,735	\$ 63,335,579	\$ 50,954,840
Fringe Benefits	10,325,030	11,206,221	22,167,453	18,363,043
Temporaries	350,752	232,589	576,000	425,000
Subtotal Personnel	<u>53,707,186</u>	<u>49,208,545</u>	<u>86,079,032</u>	<u>69,742,883</u>
General Expense				
General Exp, Supplies & Tech	3,124,673	3,355,061	4,600,000	5,275,900
General Maint. & Construction	1,334,157	2,202,960	2,500,000	5,421,007
Equipment Purchases	952,981	1,767,707	1,551,103	2,704,098
Information Technology	601,809	545,500	1,447,379	875,000
Building Services		453,532	100,500	641,435
Postage	136,075	26,427	206,000	75,000
Utilities	149,679	129,930	230,000	231,882
Printing	22,665	75,119	54,500	200,000
Accounting/Audit/Tax Fees	5,750	37,500	76,300	95,000
LOC Expenses				
Tuition Reimbursement			1,390,392	
Policy/Projects/Miscellaneous	844,120	419,577	1,003,996	2,844,274
Subtotal General Expense	<u>7,171,909</u>	<u>9,013,313</u>	<u>13,160,170</u>	<u>18,363,596</u>
Rent	5,214,171	4,756,559	7,302,000	6,460,793
Contracts				
Consultant Services	142,068	280,054	1,426,000	400,000
Equipment Rental	204,459	293,518	463,250	425,000
Equipment Maintenance	2,287	278,688	125,000	335,000
Subtotal Contracts	<u>348,814</u>	<u>852,260</u>	<u>2,014,250</u>	<u>1,160,000</u>
Other Expenses				
ARCA Expenses/Dues		107,379	160,000	111,406
Legal	383,267	329,778	747,487	475,000
Insurance	766,042	753,184	993,570	900,000
Travel	374,646	288,262	674,500	450,000
Board of Directors	62,552	19,771	75,000	50,000
Staff Training	11,701	26,286	25,000	50,000
Community Training		5,000	25,000	45,000
Public Information	75	8,634	25,000	10,000
Subtotal Other Expenses	<u>1,598,283</u>	<u>1,538,294</u>	<u>2,725,557</u>	<u>2,091,406</u>
Total Operating Expenses	68,040,363	65,368,971	111,281,009	97,818,678
Interest/Other Revenues	(1,333,058)	(725,026)	(1,174,268)	(1,174,699)
ICF SPA Service Fees Earned	<u>(142,138)</u>	<u>(114,919)</u>	<u>(168,776)</u>	<u>(165,133)</u>
Net Operating Expenses	<u>\$ 66,565,167</u>	<u>\$64,529,026</u>	<u>\$ 109,937,965</u>	<u>\$ 96,478,846</u>



Memorandum

DATE: May 7, 2024
TO: Board of Directors
FROM: Dulce Morin
RE: Contracts for Board Review

The May 14, 2024, Board meeting agenda includes the approval of contracts with the following 21 service providers.

New or Revised Contracts

PY3225 Arch FMS, Inc.
PY3226 Arch FMS, Inc.
PY3227 Arch FMS, Inc.
HQ2018 California Sun Support Services, LLC
HQ2013 Eureka Home LLC
HQ2002 Fabian Hanna DBA Fabian Adult Care Facility
HQ2025 Graceful Care Homes LLC
PY3232 I Can Choose LLC
HQ2027 Marliss J. Galindo DBA Avery's Home
HQ2012 NOR Living Imperial 2 LLC
HQ2026 Pierre Kaku DBA Galore Angeles LLC
HQ2028 Villa Alegre LLC
HQ2011 NOR Living Imperial 1 LLC

Renewals

HQ1623 Big Moves, Inc.
HQ1509 Civitas SLS, LLC
HQ0624 Cox Realty, Inc. (DBA:RC Care)
HQ0475 Greater Southeast Apartment Training (GSAT) Imperial Valley
HQ1278 KB Way Supported Living Services, LLC
HQ0324 Ramcon & Associates, Inc. (DBA: Dream Catchers CLS)
HQ1508 The Arc of San Diego
HQ0235 TLC Vocational SRVC-CBP

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):	Arch FMS, Inc.																																						
2	Vendor #:	PY3225																																						
3	Type of Program:	315 FMS-Fiscal Agent																																						
4	Scope of Work/Program Design:	FMS as Bill Payer: (also known as the Fiscal Agent model) A participant may choose this model of FMS provider when goods or services are purchased from a business. The FMS providing services in this capacity writes checks and pays for goods and services listed in the IPP. No employer/employee relationship exists between the FMS, the service provider, or the participant. The business is responsible to provide the items or workers and the FMS provider writes the check for the goods or services provided. The business maintains the employer/employee relationship with any workers and therefore is responsible for all applicable employment laws and taxes and to obtain appropriate insurances (i.e., worker's compensation).																																						
5	Program Capacity:	200 participants per year																																						
6	Rate (hourly/daily/monthly):	<p>Rates for Participants Whose Preferred Language is English</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">FMS Model</th> <th colspan="3">Total Number of Employees/Providers in Spending Plan*</th> </tr> <tr> <th>0-4</th> <th>5-10</th> <th>11+</th> </tr> </thead> <tbody> <tr> <td>Bill Payer</td> <td>\$230</td> <td>\$450</td> <td>\$690</td> </tr> <tr> <td>Co-Employer</td> <td>\$380</td> <td>\$600</td> <td>\$840</td> </tr> <tr> <td>Sole Employer</td> <td>\$380</td> <td>\$600</td> <td>\$840</td> </tr> </tbody> </table> <p>Rates for Participants Whose Preferred Language is Not English</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">FMS Model</th> <th colspan="3">Total Number of Employees/Providers in Spending Plan*</th> </tr> <tr> <th>0-4</th> <th>5-10</th> <th>11+</th> </tr> </thead> <tbody> <tr> <td>Bill Payer</td> <td>\$255</td> <td>\$495</td> <td>\$760</td> </tr> <tr> <td>Co-Employer</td> <td>\$420</td> <td>\$660</td> <td>\$925</td> </tr> <tr> <td>Sole Employer</td> <td>\$420</td> <td>\$660</td> <td>\$925</td> </tr> </tbody> </table>	FMS Model	Total Number of Employees/Providers in Spending Plan*			0-4	5-10	11+	Bill Payer	\$230	\$450	\$690	Co-Employer	\$380	\$600	\$840	Sole Employer	\$380	\$600	\$840	FMS Model	Total Number of Employees/Providers in Spending Plan*			0-4	5-10	11+	Bill Payer	\$255	\$495	\$760	Co-Employer	\$420	\$660	\$925	Sole Employer	\$420	\$660	\$925
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7	Total Potential Compensation:	\$925/month (maximum FMS Rate) x 15 months (1 year plus 3 months FMS Transition Fees (FTS)) = \$13,875 (maximum per year per participant) x 200 (participants) = \$2,775,000/year x 5 years (contract length) = \$13,875,000. Contract total was rounded up to \$14,000,000 to account for slight fluctuation. Contract total is for all three service codes (315, 316, 317) combined.																																						
8	Term of Contract:	May 15, 2024 – May 14, 2029																																						
9	Date of Initial Vendorization:	TBD																																						
10	Significant Changes from Previous Contract:	None, new contracted service																																						

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program):	Arch FMS, Inc.																																						
2	Vendor #:	PY3226																																						
3	Type of Program:	316 FMS Co-Employer																																						
4	Scope of Work/Program Design:	A participant may choose this model if they want to share some of the employer roles and responsibilities with an FMS. While the FMS provider in this model is the employer of record, the participant maintains the ability to hire and terminate employees with input from the FMS provider. The FMS provider maintains the primary employer liability and required insurances. The FMS also assists by verifying provider qualifications and processing payroll.																																						
5	Program Capacity:	200 participants per year																																						
6	Rate (hourly/daily/monthly):	<p>Rates for Participants Whose Preferred Language is English</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">FMS Model</th> <th colspan="3">Total Number of Employees/Providers in Spending Plan*</th> </tr> <tr> <th>0-4</th> <th>5-10</th> <th>11+</th> </tr> </thead> <tbody> <tr> <td>Bill Payer</td> <td>\$230</td> <td>\$450</td> <td>\$600</td> </tr> <tr> <td>Co-Employer</td> <td>\$380</td> <td>\$600</td> <td>\$840</td> </tr> <tr> <td>Sole Employer</td> <td>\$380</td> <td>\$600</td> <td>\$840</td> </tr> </tbody> </table> <p>Rates for Participants Whose Preferred Language is Not English</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">FMS Model</th> <th colspan="3">Total Number of Employees/Providers in Spending Plan*</th> </tr> <tr> <th>0-4</th> <th>5-10</th> <th>11+</th> </tr> </thead> <tbody> <tr> <td>Bill Payer</td> <td>\$255</td> <td>\$495</td> <td>\$760</td> </tr> <tr> <td>Co-Employer</td> <td>\$420</td> <td>\$660</td> <td>\$925</td> </tr> <tr> <td>Sole Employer</td> <td>\$420</td> <td>\$660</td> <td>\$925</td> </tr> </tbody> </table>	FMS Model	Total Number of Employees/Providers in Spending Plan*			0-4	5-10	11+	Bill Payer	\$230	\$450	\$600	Co-Employer	\$380	\$600	\$840	Sole Employer	\$380	\$600	\$840	FMS Model	Total Number of Employees/Providers in Spending Plan*			0-4	5-10	11+	Bill Payer	\$255	\$495	\$760	Co-Employer	\$420	\$660	\$925	Sole Employer	\$420	\$660	\$925
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10	Significant Changes from Previous Contract:	None, new contracted service																																						

Document3

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program):	Arch FMS, Inc.																																						
2	Vendor #:	PY3227																																						
3	Type of Program:	317 FMS Fiscal/Employer Agent																																						
4	Scope of Work/Program Design:	Participant as Sole Employer: (also known as the Fiscal/Employer Agent) A participant may choose this model if they want to be the direct employer of those providing services. The FMS providing services in this model assists the participant to abide by all applicable employment laws, verifies provider qualifications and processes payroll. The participant is required to obtain any necessary insurances related to employment (i.e., worker's compensation).																																						
5	Program Capacity:	200 participants per year																																						
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8	Term of Contract:	May 15, 2024 – May 14, 2029																																						
9	Date of Initial Vendorization:	TBD																																						
10	Significant Changes from Previous Contract:	None, new contracted service																																						

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	California Sun Support Services, LLC
2	Vendor #:	HQ2018
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	60 Individuals
6	Rate (hourly/daily/monthly):	The rate for this agency is \$34.70 per client per hour for 1:1 services and \$15.19 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour.
7	Total potential compensation:	\$34.70 per hour x 250 hours in a month = \$8,675 per month X 60 clients = \$520,500 per month X 60 months = \$31,230,000 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	TBD
10	Significant changes from previous contract:	N/A

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program):	Eureka Home LLC
2	Vendor #:	HQ2013
3	Type of Program:	Adult Residential Facility
4	Scope of Work/Program Design:	This is a Level 4I 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 room.
6	Rate (hourly/daily/monthly):	\$11,996.70 per client per month less current SSI
7	Total Potential Compensation:	\$11,996.70– \$1,398.07 (SSI)=\$10,598.63 x 4 (clients) =\$42,394.52 (monthly) x 60 (months) =\$2,543,671.20
8	Term of Contract:	May 15, 2024-May 14, 2029
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):	Fabian Hanna DBA Fabian Adult Care Facility
2	Vendor #:	HQ2002
3	Type of Program:	Adult Residential Facility Level 2
4	Scope of Work/Program Design:	Facility provides a 1:6 staff ratio
5	Program Capacity:	6; 3 shared rooms
6	Rate (hourly/daily/monthly):	\$4,612.70 per client per month less current SSI
7	Total Potential Compensation:	$\$4,612.70 - \$1,398.07 \text{ (SSI)} = \$3,214.63 \times 6 \text{ (clients)} = \$19,287.78$ $\text{(monthly)} \times 60 \text{ (months)} = \$1,157,266.80$
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	TBD
10	Significant Changes from Previous Contract:	New Vendorization

Document1

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program):	Graceful Care Homes LLC
2	Vendor #:	HQ2025
3	Type of Program:	Adult Residential Facility
4	Scope of Work/Program Design:	This is a Level 4I home that serves individuals with severe behavior challenges. They provide Behavior Consultation, enriched staffing, and awake overnight staff. This home is also able to serve up to 4 individuals who are non-ambulatory.
5	Program Capacity:	License capacity 6; 6 private rooms of which 4 may be non-ambulatory
6	Rate (hourly/daily/monthly):	\$10,996.70 per client per month less current SSI
7	Total Potential Compensation:	\$10,996.70– \$1,398.07 (SSI)=\$9,598.63 x 6 (clients) =\$57,591.78 (monthly) x 60 (months) =\$3,455,506.80
8	Term of Contract:	May 15, 2024- May 14, 2029
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):	I Can Choose LLC
2	Vendor #:	PY3232
3	Type of Program:	099 SD Support Services
4	Scope of Work/Program Design:	General SD Supports, as directed by the potential SDP participant, may provide assistance and coaching and/or training individually or as part of a group setting to help the potential SDP participant(s) gain a thorough understanding of SDP. General SD Supports include services provided by a qualified General SD Supports provider to a potential SDP participant enrolling in SDP.
5	Program Capacity:	72 participants per year
6	Rate (hourly/daily/monthly):	\$50.48 per hour for a maximum of 40 hours per participant
7	Total Potential Compensation:	$\$50.48 \times 40$ (maximum hours) = \$2,019.20 (per participant) x 72 (participants) = \$145,382.40 (maximum per year) x 5 years (contract length) = \$726,912.00
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	TBD
10	Significant Changes from Previous Contract:	None, new contracted service

Document3

Contract Summary for Board of Directors Review/Approval

1	Provider Name (name facility or program):	Marliss J. Galindo DBA Avery's Home
2	Vendor #:	HQ2027
3	Type of Program:	Adult Residential Facility
4	Scope of Work/Program Design:	This is a Level 4I home that serves individuals with severe behavior challenges. They provide Behavior Consultation, enriched staffing, and wake overnight staff.
5	Program Capacity:	4; 4 private rooms
6	Rate (hourly/daily/monthly):	\$11,996.70 per client per month less current SSI
7	Total Potential Compensation:	\$11,996.70- \$1,398.07 (SSI)=\$10,598.63 x 4 (clients) =\$42,394.52 (monthly) x 60 (months) =\$2,543,671.20
8	Term of Contract:	May 15, 2024-May 14, 2029
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):	NOR Living Imperial 1 LLC
2	Vendor #:	HQ2011
3	Type of Program:	Adult Residential Facility
4	Scope of Work/Program Design:	This is a Level 4I home that serves individuals with severe behavior challenges. They provide Behavior Consultation, enriched staffing, and awake overnight staff.
5	Program Capacity:	License capacity 6; 6 private rooms
6	Rate (hourly/daily/monthly):	\$10,996.70 per client per month less current SSI
7	Total Potential Compensation:	\$10,996.70– \$1,398.07 (SSI)=\$9,598.63 x 6 (clients) =\$57,591.78 (monthly) x 60 (months) =\$3,455,506.80
8	Term of Contract:	May 15, 2024- May 14, 2029
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):	NOR Living Imperial 2 LLC
2	Vendor #:	HQ2012
3	Type of Program:	Adult Residential Facility
4	Scope of Work/Program Design:	This is a Level 4I home that serves individuals with severe behavior challenges. They provide Behavior Consultation, enriched staffing, and awake overnight staff.
5	Program Capacity:	License capacity 6; 6 private bedrooms
6	Rate (hourly/daily/monthly):	\$10,996.70 per client per month less current SSI
7	Total Potential Compensation:	\$10,996.70– \$1,398.07 (SSI)=\$9,598.63 x 6 (clients) =\$57,591.78 monthly x 60 (months) =\$3,455,506.80
8	Term of Contract:	May 15, 2024- May 14, 2029
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):	Pierre Kaku DBA Galore Angeles LLC
2	Vendor #:	HQ2026
3	Type of Program:	Adult Residential Facility
4	Scope of Work/Program Design:	This is a Level 4I home that serves individuals with severe behavior challenges. They provide Behavior Consultation, enriched staffing, and awake overnight staff.
5	Program Capacity:	License capacity 5; 3 private rooms, 1 shared
6	Rate (hourly/daily/monthly):	\$10,996.70 per client per month less current SSI
7	Total Potential Compensation:	\$10,996.70– \$1,398.07 (SSI)=\$9,598.63 x 5 (clients) =\$47,993.15 (monthly) x 60 (months) =\$2,879,589.00
8	Term of Contract:	May 15, 2024- May 14, 2029
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):	Villa Alegre LLC
2	Vendor #:	HQ2028
3	Type of Program:	Adult Residential Facility
4	Scope of Work/Program Design:	Facility serves individuals with moderate to severe medical challenges. Nursing consultation may be provided.
5	Program Capacity:	6; 4 private, 1 shared
6	Rate (hourly/daily/monthly):	\$10,243.70 per client per month less current SSI
7	Total Potential Compensation:	\$10,243.70– \$1,398.07 (SSI)=\$8,845.63 x 6 (clients) =\$53,073.78 (monthly) x 60 (months) =\$3,184,426.80
8	Term of Contract:	May 15, 2024 – May 14, 2029
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:	Big Moves, Inc.
2	Vendor #:	HQ1623
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	60 Individuals
6	Rate (hourly/daily/monthly):	The rate for this agency is \$34.84 per client per hour for 1:1 services, and \$17.57 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour.
7	Total potential compensation:	\$34.84 per hour x 339 hours in a month = \$11,810.76 per month X 60 clients = \$708,646 per month X 60 months = \$42,518,736 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	09/25/2018
10	Significant changes from previous contract:	Renewal contract

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	Civitas SLS, LLC
2	Vendor #:	HQ1509
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	60 Individuals
6	Rate (hourly/daily/monthly):	The rate for this agency is \$34.78 per client per hour for 1:1 services, and \$17.54 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour.
7	Total potential compensation:	\$34.78 per hour x 381 hours in a month = \$13,251.18 per month X 60 clients = \$795,071 per month X 60 months = \$47,704,248 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	01/01/2021
10	Significant changes from previous contract:	Renewal contract

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	Cox Realty, Inc. (DBA: RC Care)
2	Vendor #:	HQ0624
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	1 Individual
6	Rate (hourly/daily/monthly):	The rate for this agency is \$34.78 per client per hour for 1:1 services and \$17.54 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour.
7	Total potential compensation:	\$34.78 per hour x 744 hours in a month = \$25,877 per month x 1 client = \$25,877 per month x 60 months = \$1,552,580 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	01/29/2007
10	Significant changes from previous contract:	Renewal contract

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	Greater Southeast Apartment Training (GSAT) Imperial Valley
2	Vendor #:	HQ0475
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	20 Individuals
6	Rate (hourly/daily/monthly):	The rate for this agency is \$34.84 per client per hour for 1:1 services, and \$17.57 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour.
7	Total potential compensation:	\$34.84 per hour x 378 hours in a month = \$13,169.52 per month x 20 clients = \$263,3904 per month x 60 months = \$15,803,424 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	02/16/2005
10	Significant changes from previous contract:	Renewal contract

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	KB Way Supported Living Services, LLC
2	Vendor #:	HQ1278
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	1 Individual
6	Rate (hourly/daily/monthly):	The rate for this agency is \$42.59 per client per hour for 1:1 services and \$17.57 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour. *Rate is approved by DDS to maintain the health and safety of the individual.
7	Total potential compensation:	\$42.59 per hour x 1488 hours in a month = \$63,373.92 per month x 1 client = \$63,373.92 per month x 60 months = \$3,802,436 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	10/12/2017
10	Significant changes from previous contract:	Renewal contract

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	Ramcon & Associates, Inc. (DBA: Dream Catchers CLS)
2	Vendor #:	HQ0324
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	1 Individual
6	Rate (hourly/daily/monthly):	The rate for this agency is \$34.59 per client per hour for 1:1 services and \$17.45 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour.
7	Total potential compensation:	\$34.59 per hour x 287 hours in a month = \$9,927.33 per month x 1 client = \$9,927.33 per month x 60 months = \$595,640 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	05/01/2003
10	Significant changes from previous contract:	Renewal contract

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	The Arc of San Diego
2	Vendor #:	HQ1508
3	Type of program:	Supported Living Services
4	Scope of Work/Program Design:	The services provided by this agency support adults with developmental disabilities to live in their own homes (properties which the individual controls and rents or owns and which is not the residence of the parent), participate in community activities, assist in exploring their interests, and live lives that are integrated. These services and supports are patterned differently for each person. The range of supported living services and supports available include, but are not limited to, assessment of consumer needs; assistance in finding, modifying and maintaining a home; facilitating circles of support to encourage the development of unpaid and natural supports in the community; advocacy and self-advocacy facilitation; development of employment goals; social, behavioral, and daily living skills training and support; development and provision of 24-hour emergency response systems; securing and maintaining adaptive equipment and supplies; recruiting, training, hiring and scheduling individuals to provide personal care and other assistance, including in-home supportive services workers, and facilitating community participation.
5	Program capacity:	30 Individuals
6	Rate (hourly/daily/monthly):	The rate for this agency is \$34.84 per client per hour for 1:1 services, and \$17.57 per client per hour for 1:2 services. Funding for the initial assessment, the initial support plan, and the processes needed to set up services for an individual (finding an apartment, purchasing furnishings and household supplies, interviewing and training the initial support staff, etc.) are \$38.12 per hour.
7	Total potential compensation:	\$34.84 per hour x 250 hours in a month = \$8,710 per month x 30 clients = \$261,300 per month x 60 months = \$15,678,000 total potential compensation.
8	Term of Contract:	May 15, 2024 – May 14, 2029
9	Date of Initial Vendorization:	Unknown
10	Significant changes from previous contract:	Renewal contract

Contract Summary for Board of Directors Review/Approval

1	Provider Name:	TLC Vocational SRVC-CBP
2	Vendor #:	HQ0235
3	Type of Program:	Transportation Additional Component
4	Scope of Work/Program Design:	The services provided by this agency supports adults with developmental disabilities by transporting them to TLC Day Program.
5	Program Capacity:	SDRC usually limits the number of individuals served by a transportation company to 300. This agency program design indicates it will serve up to 60 people, they currently have 34 that they are transporting.
6	Rate (hourly/daily/monthly):	0-7 Miles (based on one-way trip length) - \$19.22 for a round trip (\$9.61 if one-way trip is provided) 7-14 Miles (based on one-way trip length) - \$21.26 for a round trip (\$10.63 if one-way trip is provided) 14 + Miles (based on one-way trip length) - \$23.34 for a round trip (\$11.67 if one-way trip is provided)
7	Total Potential Compensation:	Current Authorizations estimated for 34 people in FY24 shows \$182976.00. Expected growth not to exceed 10%. Estimated total compensation not to exceed \$1,006,386.00
8	Term of Contract:	June 1, 2024 through May 31, 2029
9	Date of Initial Vendorization:	April 23, 2002
10	Significant Changes from Previous Contract:	

Document1



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 7, 2024

To: Members, Board of Directors

From: Dulce Morin, Chief Financial Officer

Re: Fiscal Year 2023/2024 Regional Center E-2 Contract Amendment

On April 22, 2024, the Department of Developmental Services (DDS) issued the intent letters for the fiscal year (FY) 2023/2024 E-2 contract allocations to regional centers. Staff recommends that the Board of Directors authorize the Chairperson of the Board to sign the FY 2023/2024 E-2 contract amendment.

In the E-1 allocation, the San Diego Regional Center (SDRC) received \$596,243,517 for the Purchase of Services (POS) and will receive an additional \$149,291,861 in the E-2, a total of **\$745,535,378**. SDRC received \$5,489,715 in the E-1 for CPP/CRPD and will receive an additional \$2,734,141 in the E-2 allocation, a total of **\$8,223,856**. SDRC received \$106,324,020 in the E-1 allocation for Operations (OPS) and will receive an additional \$3,613,945 in the E-2, a total of **\$109,937,965**. The total San Diego Regional Center through the E-2 contract is **\$863,697,199**.

Attached is the DDS letter of intent to issue the FY 2023/2024 regional center E-2 contract amendment and the worksheets containing the purchase of services and operations allocations for all regional centers. The worksheets contain the additional dollar amounts the regional centers will receive to bring them to their respective E-2 contract total.

Please contact me if you have any questions.



NANCY BARGMANN
DIRECTOR

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



GAVIN NEWSOM
GOVERNOR

April 22, 2024

TO REGIONAL CENTER EXECUTIVE DIRECTORS
REGIONAL CENTER ADMINISTRATORS

SUBJECT: E-2 ALLOCATION FOR FISCAL YEAR 2023-24

Please find enclosed information regarding the allocation amounts to be included in the Fiscal Year 2023-24, E-2 Contract Amendment that your regional center will receive within the next few days.

If you have any questions regarding the Community Placement Plan (CPP) allocation, please contact Tiffani Andrade, Assistant Deputy Director, Office of Community Development, at Tiffani.Andrade@dds.ca.gov or (916) 654-3016.

If you have any questions regarding this allocation, please contact Darla Keys, Manager, Budget Section, Allocations at Darla.Keys@dds.ca.gov or (916) 654-2255.

Sincerely,

Original Signed by:

BRIAN WINFIELD
Chief Deputy Director

Enclosures

cc: Regional Center Controllers
Regional Center Directors of Consumer Services
Regional Center Community Services Directors
Amy Westling, Association of Regional Center Agencies
Vivian Umenei, Association of Regional Center Agencies
Carla Castañeda, Department of Developmental Services
Jim Knight, Department of Developmental Services
Steven Pavlov, Department of Developmental Services
Johnny Hui, Department of Developmental Services
Tina Watson, Department of Developmental Services
Noah Valadez, Department of Developmental Services
Maricris Acon, Department of Developmental Services
Tiffani Andrade, Department of Developmental Services
Ernie Cruz, Department of Developmental Services

**Fiscal Year 2023-24 E-2 Allocation
Operations (Ops) Summary
(Whole Dollars)**

	Miscellaneous	Policy (see pg. 2)	Sub-Total Non-CPP Operations Allocation	Total OPS CPP/CRDP & Ongoing Workload	Grand Total E-2 OPS Allocation
Regional Center					
Alta California	\$ 14,550	\$ 1,242,796	\$ 1,257,346	\$ 36,000	\$ 1,293,346
Central Valley	\$ -	\$ 1,140,003	\$ 1,140,003	\$ 36,000	\$ 1,176,003
East Bay	\$ -	\$ 989,373	\$ 989,373	\$ (12,188)	\$ 977,185
Eastern L.A.	\$ -	\$ 619,986	\$ 619,986	\$ 36,000	\$ 655,986
Far Northern	\$ -	\$ 411,205	\$ 411,205	\$ 36,000	\$ 447,205
L.A.Cnty/Frank Lanterman	\$ 1,100,000	\$ 580,150	\$ 1,680,150	\$ (56,023)	\$ 1,624,127
Golden Gate	\$ -	\$ 551,885	\$ 551,885	\$ (8,541)	\$ 543,344
Harbor	\$ -	\$ 640,365	\$ 640,365	\$ 36,000	\$ 676,365
Inland	\$ -	\$ 1,817,114	\$ 1,817,114	\$ 36,000	\$ 1,853,114
Kern	\$ -	\$ 575,394	\$ 575,394	\$ 36,000	\$ 611,394
North Bay	\$ -	\$ 540,669	\$ 540,669	\$ 36,000	\$ 576,669
North L.A.	\$ -	\$ 1,331,284	\$ 1,331,284	\$ 36,000	\$ 1,367,284
Orange	\$ -	\$ 1,132,541	\$ 1,132,541	\$ 36,000	\$ 1,168,541
Redwood Coast	\$ -	\$ 562,843	\$ 562,843	\$ 36,000	\$ 598,843
San Andreas	\$ -	\$ 796,268	\$ 796,268	\$ 32,064	\$ 828,332
San Diego	\$ 2,095,682	\$ 1,544,388	\$ 3,640,070	\$ (26,125)	\$ 3,613,945
San Gabriel/Pomona	\$ 732,860	\$ 718,393	\$ 1,451,253	\$ 36,000	\$ 1,487,253
South Central L.A.	\$ -	\$ 1,338,957	\$ 1,338,957	\$ 36,000	\$ 1,374,957
Tri-Counties	\$ -	\$ 751,408	\$ 751,408	\$ 36,000	\$ 787,408
Valley Mountain	\$ -	\$ 764,124	\$ 764,124	\$ 36,000	\$ 800,124
Coastal/Westside	\$ 732,860	\$ 428,343	\$ 1,161,203	\$ (14,300)	\$ 1,146,903
Total	\$ 4,675,952	\$ 18,477,488	\$ 23,153,440	\$ 454,887	\$ 23,608,327

Fiscal Year 2023-24 E-2 Allocation
Operations (Ops) Policy Summary
(Whole Dollars)

	Service Access & Equity Grant (SAE)	Tribal Engagement for Early Start Service	Specialized Home Monitoring	Family Home Agency Expansion	Promoting Workforce Stability	Total OPS Policy
					Tuition Reimbursement Program	
Regional Center						
Alta California	\$ -	\$ -	\$ 73,705	\$ 97,143	\$ 1,071,948	\$ 1,242,796
Central Valley	\$ -	\$ -	\$ 73,705	\$ 145,714	\$ 920,584	\$ 1,140,003
East Bay	\$ -	\$ -	\$ -	\$ 97,143	\$ 892,230	\$ 989,373
Eastern L.A.	\$ -	\$ -	\$ -	\$ 97,143	\$ 522,843	\$ 619,986
Far Northern	\$ -	\$ (10,000)	\$ 36,853	\$ 48,571	\$ 335,781	\$ 411,205
L.A.Cnty/Frank Lanterman	\$ -	\$ -	\$ 36,853	\$ 97,143	\$ 446,154	\$ 580,150
Golden Gate	\$ -	\$ -	\$ 73,706	\$ 97,143	\$ 381,036	\$ 551,885
Harbor	\$ -	\$ -	\$ -	\$ -	\$ 640,365	\$ 640,365
Inland	\$ -	\$ -	\$ -	\$ 194,285	\$ 1,622,829	\$ 1,817,114
Kern	\$ -	\$ (10,000)	\$ 40,517	\$ 97,143	\$ 447,734	\$ 575,394
North Bay	\$ -	\$ -	\$ 73,705	\$ 97,143	\$ 369,821	\$ 540,669
North L.A.	\$ -	\$ -	\$ 77,370	\$ 97,143	\$ 1,156,771	\$ 1,331,284
Orange	\$ -	\$ -	\$ 114,222	\$ 97,143	\$ 921,176	\$ 1,132,541
Redwood Coast	\$ 300,000	\$ -	\$ -	\$ 97,143	\$ 165,700	\$ 562,843
San Andreas	\$ -	\$ -	\$ -	\$ 97,143	\$ 699,125	\$ 796,268
San Diego	\$ -	\$ 20,000	\$ 36,853	\$ 97,143	\$ 1,390,392	\$ 1,544,388
San Gabriel/Pomona	\$ -	\$ -	\$ -	\$ 145,714	\$ 572,679	\$ 718,393
South Central L.A.	\$ 500,000	\$ -	\$ -	\$ 97,143	\$ 741,814	\$ 1,338,957
Tri-Counties	\$ -	\$ -	\$ -	\$ 97,143	\$ 654,265	\$ 751,408
Valley Mountain	\$ -	\$ -	\$ -	\$ 97,143	\$ 666,981	\$ 764,124
Coastal/Westside	\$ -	\$ -	\$ -	\$ 48,571	\$ 379,772	\$ 428,343
Total	\$ 800,000	\$ -	\$ 637,488	\$ 2,040,000	\$ 15,000,000	\$ 18,477,488

**Fiscal Year 2023-24 E-2 Allocation
Community Placement Plan (CPP)
and Community Resource Development Plan (CRDP) Ops Summary
(Whole Dollars)**

	Regular CPP	Non-CPP	
Regional Center	CPP/CRDP Regular Ops	DC Closure/ Ongoing Workload	Grand Total
Alta California	\$ 36,000	\$ -	\$ 36,000
Central Valley	\$ 36,000	\$ -	\$ 36,000
East Bay	\$ (48,188)	\$ 36,000	\$ (12,188)
Eastern L.A.	\$ 36,000	\$ -	\$ 36,000
Far Northern	\$ 36,000	\$ -	\$ 36,000
LA County/Frank Lanterman	\$ (10,270)	\$ (45,753)	\$ (56,023)
Golden Gate	\$ (44,541)	\$ 36,000	\$ (8,541)
Harbor	\$ 36,000	\$ -	\$ 36,000
Inland	\$ 36,000	\$ -	\$ 36,000
Kern	\$ 36,000	\$ -	\$ 36,000
North Bay	\$ 36,000	\$ -	\$ 36,000
North L.A.	\$ 36,000	\$ -	\$ 36,000
Orange County	\$ 36,000	\$ -	\$ 36,000
Redwood Coast	\$ 36,000	\$ -	\$ 36,000
San Andreas	\$ (1,980)	\$ 34,044	\$ 32,064
San Diego	\$ (26,125)	\$ -	\$ (26,125)
San Gabriel/Pomona	\$ 36,000	\$ -	\$ 36,000
South Central	\$ 36,000	\$ -	\$ 36,000
Tri-Counties	\$ 36,000	\$ -	\$ 36,000
Valley Mountain	\$ 36,000	\$ -	\$ 36,000
Coastal / Westside	\$ (14,300)	\$ -	\$ (14,300)
Total	\$ 394,596	\$ 60,291	\$ 454,887

**Fiscal Year 2023-24 E-2 Allocation
Purchase of Services (POS) Summary
(Whole Dollars)**

	POS Base Allocation	GAP	HCBS Compliance	Sub-Total Non-CPP	Total CPP/CRDP	Grand Total E-2 POS Allocation
Regional Center						
Alta California	\$ 41,947,219	\$ -	\$ 830,020	\$ 42,777,239	\$ 3,015,325	\$ 45,792,564
Central Valley	\$ 59,836,533	\$ -	\$ 752,842	\$ 60,589,375	\$ 2,917,559	\$ 63,506,934
East Bay	\$ 42,643,082	\$ -	\$ 803,055	\$ 43,446,137	\$ 2,807,211	\$ 46,253,348
Eastern L.A.	\$ 37,059,336	\$ -	\$ 516,229	\$ 37,575,565	\$ 425,000	\$ 38,000,565
Far Northern	\$ 14,681,975	\$ -	\$ 524,675	\$ 15,206,650	\$ 2,165,597	\$ 17,372,247
L.A.Cnty/Frank Lanterman	\$ 18,963,380	\$ -	\$ 563,140	\$ 19,526,520	\$ 900,000	\$ 20,426,520
Golden Gate	\$ 27,671,831	\$ -	\$ 620,034	\$ 28,291,865	\$ 1,170,000	\$ 29,461,865
Harbor	\$ 24,889,912	\$ -	\$ 633,401	\$ 25,523,313	\$ 1,000,000	\$ 26,523,313
Inland	\$ 171,346,545	\$ -	\$ 1,113,109	\$ 172,459,654	\$ 2,987,107	\$ 175,446,761
Kern	\$ 15,252,359	\$ -	\$ 500,000	\$ 15,752,359	\$ 1,268,875	\$ 17,021,234
North Bay	\$ 24,966,462	\$ -	\$ 547,615	\$ 25,514,077	\$ 2,310,043	\$ 27,824,120
North L.A.	\$ 153,675,639	\$ -	\$ 764,792	\$ 154,440,431	\$ 2,600,700	\$ 157,041,131
Orange	\$ 75,622,686	\$ -	\$ 768,960	\$ 76,391,646	\$ 3,130,244	\$ 79,521,890
Redwood Coast	\$ 13,524,123	\$ -	\$ 370,288	\$ 13,894,411	\$ 2,090,000	\$ 15,984,411
San Andreas	\$ 39,465,740	\$ -	\$ 683,058	\$ 40,148,798	\$ 4,209,028	\$ 44,357,826
San Diego	\$ 148,321,609	\$ -	\$ 970,252	\$ 149,291,861	\$ 2,734,141	\$ 152,026,002
San Gabriel/Pomona	\$ 22,459,673	\$ -	\$ 616,108	\$ 23,075,781	\$ 880,925	\$ 23,956,706
South Central L.A.	\$ 78,311,549	\$ 47,338	\$ 671,186	\$ 79,030,073	\$ 3,817,836	\$ 82,847,909
Tri-Counties	\$ 24,297,630	\$ -	\$ 1,626,382	\$ 25,924,012	\$ 2,320,414	\$ 28,244,426
Valley Mountain	\$ 61,692,200	\$ -	\$ 611,429	\$ 62,303,629	\$ 700,000	\$ 63,003,629
Coastal/Westside	\$ 83,698,334	\$ -	\$ 513,425	\$ 84,211,759	\$ 742,978	\$ 84,954,737
Total	\$ 1,180,327,817	\$ 47,338	\$ 15,000,000	\$ 1,195,375,155	\$ 44,192,983	\$ 1,239,568,138

**Fiscal Year 2023-24 E-2 Allocation
Community Placement Plan (CPP)
and Community Resource Development Plan (CRDP) POS Summary**
(Whole Dollars)

Regional Center	CPP/CRDP			Total CPP/CRDP
	CPP/CRDP Start-Up	Assessment	Placement	
Alta California	\$ 2,456,000	\$ 6,520	\$ 552,805	\$ 3,015,325
Central Valley	\$ 2,743,403	\$ 755	\$ 173,401	\$ 2,917,559
East Bay	\$ 2,807,211	\$ -	\$ -	\$ 2,807,211
Eastern L.A.	\$ 425,000	\$ -	\$ -	\$ 425,000
Far Northern	\$ 1,234,264	\$ -	\$ 931,333	\$ 2,165,597
L.A.Cnty/Frank Lanterman	\$ 900,000	\$ -	\$ -	\$ 900,000
Golden Gate	\$ 1,170,000	\$ -	\$ -	\$ 1,170,000
Harbor	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Inland	\$ 2,597,500	\$ 1,100	\$ 388,507	\$ 2,987,107
Kern	\$ 690,000	\$ -	\$ 578,875	\$ 1,268,875
North Bay	\$ 2,310,043	\$ -	\$ -	\$ 2,310,043
North L.A.	\$ 2,600,000	\$ 700	\$ -	\$ 2,600,700
Orange	\$ 2,388,481	\$ -	\$ 741,763	\$ 3,130,244
Redwood Coast	\$ 2,090,000	\$ -	\$ -	\$ 2,090,000
San Andreas	\$ 1,861,845	\$ -	\$ 2,347,183	\$ 4,209,028
San Diego	\$ 2,467,000	\$ -	\$ 267,141	\$ 2,734,141
San Gabriel/Pomona	\$ 880,925	\$ -	\$ -	\$ 880,925
South Central L.A.	\$ 814,906	\$ 41,079	\$ 2,961,851	\$ 3,817,836
Tri-Counties	\$ 800,000	\$ 4,800	\$ 1,515,614	\$ 2,320,414
Valley Mountain	\$ 700,000	\$ -	\$ -	\$ 700,000
Coastal/Westside	\$ 710,000	\$ -	\$ 32,978	\$ 742,978
Total	\$ 33,646,578	\$ 54,954	\$ 10,491,451	\$ 44,192,983



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 7, 2024
To: Members, Board of Directors
From: Dulce Morin, Chief Financial Officer
Re: U.S. Bank National Association, Line of Credit

Staff is requesting to establish 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 3, 2024, through October 31, 2024. 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 from \$60,000,000 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 14, 2024, 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 3, 2024, through October 31, 2024. 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 14, 2024, 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 ~~July~~June 3, ~~2023~~2024 (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 ~~\$60,000,000~~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 ~~July~~June 3, ~~2023~~2024, through ~~September~~October 29~~31~~, ~~2023~~2024 (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, repay 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 ~~but~~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, ~~2022~~2023, 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 ~~and~~, (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; ~~and furnish to the Lender, upon request, full information as to the insurance carried;~~

(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 any 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 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.

“*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: (~~510669~~) 314-9924437-0709
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 “*Indemnitee*”) 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 Indemnitee, 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 Indemnitee 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 Indemnitee 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

_____, ~~2023~~2024

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: (~~510669~~) ~~314-9924~~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 ~~July~~June 3, ~~2023~~2024 (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 _____, ~~2023~~2024.

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 Owning"). 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 _____, ~~2023~~2024, 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.sdr.org

Serving individuals with developmental disabilities in San Diego and Imperial Counties

MEMORANDUM

DATE: May 7, 2024

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

FROM: Virginia Bayer, Chair

The Nominating and Bylaws Committee will meet following the Board meeting on Tuesday, May 14, 2024, 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 September 12, 2023
3. Annual Review of Bylaws
4. Review of Board Composition and Member Terms
5. Adjourn

c: David Hadacek



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

**Nominating and Bylaws Committee Meeting
Minutes
Tuesday, September 12, 2023**

Members Present: Terri Colachis, Yasuko Mason, Laura Oakes, Norma Ramos, and Matthew Storey

Staff Present: Mark Klaus and Bonnie Sebright

Matthew Storey, called the meeting of the Nominating and Bylaws Committee to order at 10:04 a.m.

1. Approval of the Minutes

The Committee approved the minutes of the August 8, 2023, meeting of the Nominating and Bylaws Committee.

2. Review Slate for Re-elections

The Committee reviewed and discussed the current Board applicants and the current Board composition needs. Following discussion, the Committee voted to recommend to the Board of Directors to elect the following applicants at the annual meeting in January 2024:

One-Year Term beginning February 1, 2024, and ending January 31, 2025

Elmo Dill (First Term)
Laura Oakes (First Term)
Mark Uyeda (First Term)
Angela Yates (First Term)

Three-Year Term beginning February 1, 2024, and ending January 31, 2027

Terri Colachis (Third Term)
Johny Espinoza (Third Term)
James Gonzalez (Second Term)
David Hadacek (Second Term)
Chris Hodge (Third Term)
Kimberly Rucker (Third Term)

SDICDSI Corporate Officers for February 1, 2024, through January 31, 2025

David Hadacek	Chair
Tessie Bradshaw	Vice-Chair
Shirley Nakawatase	Secretary
Matthew Storey	Treasurer
Terri Colachis	ARCA Representative
Norma Ramos	Immediate Past Chair
Chris Hodge	Member at Large

3. Adjournment/Next Meeting

The meeting was adjourned at 10:30 a.m.

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San Diego Regional Center

BYLAWS

OF

**SAN DIEGO-IMPERIAL COUNTIES
DEVELOPMENTAL SERVICES, INC.**

Approved by the Board of Directors

September 13, 2022

[1402.001v24-0430244071022]

BYLAWS
OF
SAN DIEGO-IMPERIAL COUNTIES DEVELOPMENTAL SERVICES, INC.

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**BYLAWS
OF
SAN DIEGO-IMPERIAL COUNTIES DEVELOPMENTAL SERVICES, INC.**

ARTICLE 1 - OBJECTS AND PURPOSES

San Diego-Imperial Counties Developmental Services, Inc., which does business as *San Diego Regional Center* (the "Corporation"), is formed to contribute to the general welfare of society by developing and providing comprehensive services for children and adults who have or are at risk of having developmental disabilities in the San Diego and Imperial Counties of the State of California. The Corporation and all of its businesses and other activities are to be operated and conducted in the promotion of its charitable objects and purposes as specified in its Articles of Incorporation ("Articles"), and in the conduct of its affairs the management shall at all times be mindful of these charitable objects and purposes. In the event that any provision of this Article 1 is inconsistent with any provision of the Articles of the Corporation, the provisions of the Articles shall prevail and be controlling.
[Rev. 12/93; 7/11; 1/21; 12/21]

ARTICLE 2 - MEMBERSHIP

Section 2.1 No Members. The Corporation shall have no members. Any action which, under the Nonprofit Corporation Law, would otherwise require approval of members shall require only approval by the Board of Directors ("Board"). All rights which would otherwise vest in the members shall vest in the Board. [Rev. 7/11, Rev. 11/19; 1/21]

Section 2.2 Persons Associated With the Corporation. Nothing in this Article 2 shall be construed as limiting the right of the Corporation to refer to persons associated with it as "members" and to establish rules and regulations for such "members", even though such persons are not members and no such reference shall constitute any such person as a member within the meaning of Section 5056 of the Nonprofit Corporation Law. The Board may, however, confer by amendment of the Articles or by these bylaws some or all of the rights of a member, as set forth in the Nonprofit Corporation Law, upon any person(s) (who otherwise does not have the right to vote for the election of Directors or on a disposition of all or substantially all of the Corporation's assets or on a merger or a dissolution or on changes to the Corporation's Articles or bylaws), but no such person shall be a member within the meaning of such Section 5056. [Rev. 7/11; 1/21; 12/21]

Section 2.3 Honorary Members. Subject to Section 2.2 of this Article 2, the Board may, by appropriate resolution, from time to time define and establish honorary members, auxiliaries, friends, and other support groups for the Corporation and recognize such persons. None of such honorary members, auxiliaries, friends or groups, or the constituents thereof, shall be or have the rights and privileges of "members" within the meaning of Section 5056 of the Nonprofit Corporation Law with respect to the Corporation. [Rev. 7/11]

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ARTICLE 3 - BOARD OF DIRECTORS

Section 3.1 Powers. Subject to any limitations in the Articles, these bylaws and of the laws of the State of California, all powers of the Corporation shall be exercised by or under authority of, its property controlled, and its affairs conducted and managed by the Board. The primary function of the Board shall be to establish corporate policies for the direction and guidance of the Executive Committee, the officers, and the management of the Corporation, and to formulate the basic rules and regulations governing the operation and management of the Corporation. [Rev. 11/19; 1/21]

Section 3.2 Number of Directors. The number of Directors shall be not less than fifteen (15) or more than twenty-five (25) with the exact number of Directors set by the Board, unless and until changed by amendment of this Section 3.2. The number of Directors so set by the Board shall be the "authorized number" of Directors as referred to in these bylaws. In the event of an Emergency (defined in Section 8.1), the applicable provisions of the emergency bylaws stated in Article 8 shall override any inconsistent provisions in this Section. [Rev. 6/07; 1/21; 2/24]

Section 3.3 Composition of Board. Pursuant to Welfare and Institutions Code, Sections 4622 and 4626, the composition of the Board shall conform with the following criteria:

(a) The Board shall be composed of individuals with demonstrated interest in, or knowledge of, developmental disabilities;

(b) The Board shall include persons with legal, management or board governance, financial, and developmental disability program expertise (with board governance expertise not acquired solely by serving on the Corporation's Board or the board of directors of another corporation operating a regional center);

(c) The Board shall include representatives of the various categories of disability to be served by the regional center operated by the Corporation ("Regional Center");

(d) The Board shall reflect the geographic and ethnic characteristics of the area to be served by the Regional Center;

(e) A minimum of fifty percent (50%) of the Directors shall be persons with developmental disabilities or their parents or legal guardians;

(f) A minimum of twenty-five percent (25%) of the Directors shall be persons with developmental disabilities;

(g) The chair of the Vendor Advisory Committee (as provided in Article 5, Section 5.1(g)) shall serve as an ex-officio Director;

(h) No Director shall be (i) an employee of the California Department of Developmental Services or any state or local agency which provides services to a regional center client if the Director is employed in a capacity which includes administrative or policymaking

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responsibility, or responsibility for the regulation of the Regional Center, or (ii) an employee or a member of the State Council on Developmental Disabilities or a State Council on Developmental Disabilities regional advisory committee;

(i) No Director shall be an employee or member of the governing board of any entity from which the Regional Center purchases client services; provided however, this prohibition shall not apply to the designated member of the Vendor Advisory Committee who serves as an ex-officio Director; and

(j) No Director (which shall include the Director's immediate family members) shall have a financial interest, as described in Section 87103 of the Government Code, in the Regional Center operations. A Director who receives services from the Regional Center as a client, parent, or legal guardian shall not be considered as having a financial interest.

Nothing in this Section 3.3 shall prevent the election to the Board of any person who meets the criteria as described in more than one of subsections (a) through (j), above. By August 15th of each year, the Board shall submit documentation to the Department of Developmental Services related to the Board's composition in compliance with Welfare and Institutions Code, Section 4622. [Rev. 7/85; 12/92; 12/93; 8/95; 7/96; 9/98; 6/07; 7/11; 7/15; 11/19; 1/21; 9/22]

Section 3.4 Board's Conformance with Law. In carrying out its responsibilities, and pursuant to Welfare and Institutions Code, Section 4622, the Board shall conform to the following:

(a) Directors shall not be permitted to serve on the Board more than seven (7) years within each eight (8) year period;

(b) The Corporation shall provide necessary training and support to the Directors to facilitate their understanding and participation, including issues related to linguistic and cultural competency, and post on its Internet website information regarding the training and support provided to Directors;

(c) In its discretion, the Board may appoint a client advisory committee composed of persons with developmental disabilities representing the various categories of disability served by the Regional Center;

(d) The Board shall appoint a Vendor Advisory Committee as provided in Article 5, Section 5.1(g) of these bylaws;

(e) The Board shall annually review the performance of the Chief Executive Officer;

(f) The Board shall annually review the performance of the Corporation with respect to operating the Regional Center and providing services that are linguistically and culturally appropriate and may provide recommendations to the Chief Executive Officer based on the results of that review; and

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(g) No Director who is an employee or member of the governing board of a provider from which the Corporation purchases client services shall (i) serve as an officer of the Corporation; (ii) vote on any fiscal matter affecting the purchase of services from any such provider; or (iii) vote on any issue other than as described in (ii), in which the Director or a member of the Director's immediate family has a financial interest, as described in Government Code, Section 87103, and determined by the Board. Such Director shall provide to the Board a list of their financial interests, as described in Government Code, Section 87103. [Rev. 1/21; 12/21; 9/22]

Section 3.5 Term of Office and Election of Directors.

(a) Each Director may be elected for up to three (3) consecutive terms, the total of which shall not exceed seven (7) years within an eight (8) year period. The first term shall commence on the date the Director is elected and end on the next January 31st. The second and third terms shall each commence on February 1st and end on January 31st three (3) years thereafter. Provided that Directors do not serve more than seven (7) years within any eight (8) year period, Directors may be re-elected to serve an unlimited number of terms.

(b) The Directors shall be elected at the annual meeting of the Directors, but if Directors are not elected at that meeting, the Directors may be elected at any regular or special meeting. At the request of the Nominating and Bylaws Committee, one or more Directors may be elected at any regular or special meeting.

(c) The Vendor Advisory Committee, as specified in Article 5, Section 5.1(g), shall designate one of its members to serve as an ex-officio Director. This ex-officio Director shall serve a one year term; however, this Director may be redesignated to serve additional one year terms up to a maximum of seven (7) years within any eight (8) year period. This ex-officio Director shall have the rights and responsibilities and be subject to removal the same as all other Directors, except this Director: [Rev. 12/21; 9/22]

(i) may not serve as an officer of the Corporation;

(ii) may not vote on any fiscal matter affecting purchase of services from any Regional Center provider;

(iii) may not vote on any issue in which the Director or the Director's immediate family member has a financial interest as described in Section 87103 of the Government Code, and determined by the Board;

(iv) shall provide a list of financial interests, as described in Section 87103 of the Government Code, to the Board; and

(v) subject to the term limitation stated in Section 3.5(c), above, may only serve as an ex-officio Director while concurrently serving as a member of the Vendor Advisory Committee.

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(d) The Board may include one or more additional ex-officio Directors, to serve for such term, (subject to the term limitation stated in Section 3.5(a), above) as the Board may determine. Such additional ex-officio Directors shall have the rights and responsibilities and be subject to removal the same as all other Directors, provided that, an ex-officio Director may only serve on the Board while concurrently serving in the specified position entitling that Director to serve on the Board. Upon an ex-officio Director's resignation or removal from that specified position, that Director's term of office as an ex-officio Director shall immediately cease. At that time, the successor in the specified position shall, if approved by the Board, become an ex-officio Director to occupy the place of the former ex-officio Director. [Rev. 12/21]

(e) The Executive Director of the Corporation shall prepare a schedule of Directors and each of their terms to assist the Board in complying with this Section 3.5. Such schedule shall be updated each time there is a change in the members of the Board.

(f) The Nominating and Bylaws Committee, as specified in Article 5, Section 5.1(c), shall be responsible to ensure that the terms for each candidate it recommends for election or re-election to the Board conforms with this Section 3.5.

(g) By August 15th of each year, pursuant to Welfare and Institutions Code, Section 4622.5, the Board shall cause detailed documentation to be submitted to the Department of Developmental Services to demonstrate that the composition of the Board complies with the requirements of Sections 3.3 through 3.5. [Rev. 7/85; 5/07; 6/07; 7/11; 5/14; 7/15; 3/19; 11/19; 1/21; 12/21]

Section 3.6 Vacancies.

(a) A vacancy(ies) on the Board shall be deemed to exist in the event of the death, resignation, or removal of any Director; a Director has been declared of unsound mind by a final order of court, convicted of a felony, or has been found by final order or judgment of any court to have breached a duty under Article 3, Chapter 2, commencing with Section 5230 of the Nonprofit Corporation Law related to the Director's standards of conduct; if the authorized number of Directors is increased; or the failure of the Directors, at any meeting of the Board at which Directors are to be elected, to elect the full authorized number of Directors.

(b) All vacancies on the Board, if filled, shall be by a majority vote of the remaining Directors. Each Director elected to fill a vacancy shall hold office for the remainder of the predecessor's unexpired term and until the election of a successor.

(c) The Board may at any time elect additional Directors at a meeting at which an amendment of the bylaws is duly adopted authorizing an increase in the authorized number of Directors. Each Director so elected shall hold office for the specified term and until the election of a successor.

(d) If the Board accepts the resignation of a Director tendered to take effect at a future time, the Board may elect a successor to take office when the resignation becomes

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effective. The successor elected shall hold office for the remainder of the resigning Director's term.

(e) No reduction in the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term. [Rev. 6/07; 7/11; 10/17; 1/21; 12/21]

Section 3.7 Place of Meeting. All meetings of the Directors shall be held at an office of the Corporation in the State of California or at such other place as may be designated for that purpose from time to time by the Board. [Rev. 7/15; 11/19]

Section 3.8 Open Meetings. Except for Board retreats planned solely for educational purposes, meetings of any committee which does not have or exercise authority delegated to it by the Board, and closed meetings described in Section 3.9, below, all meetings of the Board, and all meetings of any committee of the Board which exercises authority delegated to it by the Board, shall be scheduled, open to the public, and all persons shall be permitted to attend. Time shall be allowed at each meeting for public input on all properly noticed agenda items prior to the Board's action on the items, and for any issue not included on the agenda. Any person attending an open meeting shall have the right to record the proceedings on any audio, video, or written transcription recording device unless the Board reasonably finds that such recording constitutes, or would constitute, a disruption of the proceedings. Agendas and other writings or materials distributed prior to or during an open Board meeting for discussion or action at the meeting shall be considered public records. This Section 3.8 shall not apply to the corporate affairs of the Board which have no relationship to the role and responsibility of the Regional Center as set forth in Welfare and Institutions Code, Section 4620 to 4669.75. When elected as a Director, the Corporation shall provide a copy of Welfare and Institutions Code, Section 4660 to 4669 to the Director to advise the Director of the requirements under that law related to meetings of the Board. [Rev. 11/19; 1/21; 12/21]

Section 3.9 Closed Meetings. The Board may hold closed meetings to discuss or consider (i) real estate negotiations; (ii) the appointment, employment, evaluation of performance, or dismissal of an employee of the Corporation; (iii) employee salaries and benefits; (iv) labor contract negotiations; and (v) pending litigation as described in Welfare and Institutions Code, Section 4664. In addition, any matter specifically dealing with a particular client of the Regional Center shall be discussed in a closed meeting unless it is requested that the matter be discussed publicly by the client, the client's conservator, or parent or guardian if the client is a minor. Prior to and directly after holding any closed meeting, the Board shall state the specific reason(s) for closing the meeting and shall not consider any other matters not included in such statement. Minutes of closed meetings shall not be public records. [Rev. 11/19; 1/21; 12/21]

Section 3.10 Annual Organization Meeting. The annual organization meeting of the Board shall be held in the month of January for the purpose of election of Directors, organization, appointment of officers and the transaction of such other business as may properly be brought before the meeting. Notice of the annual meeting shall be given to Directors in the same manner as notice of a special meeting (as provided in Section 3.13), except the notice need not specify the business to be conducted at the meeting. [Rev. 6/83; 4/08; 7/11; 11/19; 1/21; 12/21]

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Section 3.11 Regular Meetings. ~~Regular meetings of the Board shall be held on the second Tuesday of each month. If any such day falls on a holiday, the meeting shall be held on the next succeeding business day. Notice of regular meetings need not be given to Directors. Regular meetings of the Board shall be held on the second Tuesday of the month in those months the Chair of the Board determines regular Board meetings will be held, which shall not be less than nine (9) meetings per year. If any such day falls on a holiday, the meeting shall be held on the next succeeding business day. Notice of any regular meeting need not be given to Directors if a schedule of regular meetings is announced at least thirty (30) days in advance, or if the date and time of a regular meeting is announced at the preceding regular meeting.~~ [Rev. 6/83; 6/91; 12/93; 4/08; 11/19; 1/21; 1/24]

Section 3.12 Special Meetings. Special meetings of the Board for any purpose(s) shall be called at any time by the Chair of the Board, the Secretary or any two (2) Directors. The person calling a special meeting shall determine the date and time thereof. [Rev. 8/95; 7/15; 11/19; 1/21]

Section 3.13 Notice of Special Meetings. Notice of any special meeting of the Board called in accordance with Section 3.12, above, shall be given in writing by the Secretary, or in case of the Secretary's neglect or refusal, by any Director, and shall specify the place, date and hour of the meeting and the nature of the business to be transacted. Such notice shall be sent to each Director by electronic transmission, or at their address appearing on the books of the Corporation, or supplied by the Director to the Corporation for the purpose of notice, not less than seven (7) days prior to such meeting. No items of business other than those specified in the notice of special meeting may be transacted at a special meeting. In the event of an Emergency (defined in Section 8.1), the applicable provisions of the emergency bylaws stated in Article 8 shall override any inconsistent provisions in this Section. [Rev. 11/19; 1/21; 12/21; 1/24]

Section 3.14 Notice of Meetings to Persons Requesting Notice. The Corporation shall mail notice of all meetings to any person who requests notice in writing. Notice shall be mailed at least seven (7) days in advance of each meeting and include the date, time and location of the meeting, and an agenda that identifies all substantive topic areas to be discussed. No item shall be added to the agenda after the notice is mailed, provided, however, the Board may take action on items brought before the meeting by members of the public, and on any urgent request made by the Department of Developmental Services not related to purchase of service reductions if the Board makes a specific finding that notice of such matter could not have been provided at least seven (7) days before the meeting. Notice required by this Section need not be given in the case of an emergency situation (which is defined by Welfare and Institutions Code, Section 4662 as any activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board), where prompt action by the Board is necessary, but following the meeting, the minutes of such meeting shall be immediately mailed to those persons who had requested notice and the State Council on Developmental Disabilities shall be notified by telephone of the emergency meeting. This Section shall not apply to the corporate affairs of the Board which have no relationship to the role and responsibility of the Regional Center as set forth in Welfare and Institutions Code, Section 4620 to 4669.75. In the event of an emergency situation, the applicable provisions of the emergency bylaws stated in Article 8 shall override any inconsistent provisions in this Section. [Rev. 11/19; 1/21]

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Section 3.15 Consent to Meetings; Waiver of Notice; Consent to Email. The transaction of business at any meeting of the Board, however called and noticed and wherever held, shall be as valid as though transacted at a meeting duly held after regular call and notice if a quorum is present, and if, either before or after the meeting, each of the Directors entitled to vote and not present in person, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Corporation's records or made a part of the minutes of the meeting. Notice of a meeting need not be given to any Director who attends the meeting without protesting prior to or at the commencement of the meeting, the lack of notice to such Director. Notices of meetings, waivers of notice, consents, approvals and other communications permitted or authorized by these bylaws may be transmitted by electronic transmission (facsimile or email) to and from the Corporation and those officers and Directors who have consented in writing to the use of electronic transmission to receive and send certain communications from and to the Corporation in accordance with the applicable provisions of Sections 20 and 21 of the Corporations Code. [Rev. 8/95; 5/14; 11/19; 1/21; 12/21]

Section 3.16 Quorum. At all meetings of the Board, a majority of the Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business except to adjourn as provided in Section 3.21, below. The act of a majority of the Directors present at any time at which there is a quorum shall be the act of the Board, unless a greater number is required by these bylaws or by law. Notwithstanding the previous provisions of this Section, a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting. In the event of an Emergency (defined in Section 8.1), the applicable provisions of the emergency bylaws stated in Article 8 shall override any inconsistent provisions in this Section. [Rev. 11/19; 1/21; 24]

Section 3.17 Conduct of Meetings. The Chair of the Board, or, in the Chair's absence, the Vice Chair, or, in the Vice Chair's absence, another Director who is a member of the Executive Committee, or in the absence of all Directors who are members of the Executive Committee, any other person chosen by a majority of the Directors present, shall be chair of and shall preside over the meetings of the Board. The Secretary of the Corporation shall act as the secretary of all meetings, provided that in the Secretary's absence, the Chair of the Board (or other person chairing the meeting) shall appoint another person to act as secretary of the meetings. The meetings shall be governed as the Directors shall agree; in the absence of such agreement, Robert's Rules of Order, as may be amended from time to time, shall govern the meetings insofar as such rules are not inconsistent with or in conflict with these bylaws, the Articles, or the law. [Rev. 8/95; 6/07; 10/16; 11/19; 1/21; 12/21]

Section 3.18 Proxy Voting Prohibited. Voting by proxy shall not be permitted.

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

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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]

Section 3.20 Participation in Meetings by Telephone and Other Electronic Communications. Directors may participate in meetings of the Board in person and/or through use of conference telephone, electronic or-video screen communications, or by similar remote communications equipment, so long as all Directors participating in thesuch meetings can hear one another. Such participation will constitute presence in person at the meetings. [Rev. 7/02; 10/17; 11/19; 1/21; /24]

Section 3.21 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to any absent Directors unless the original meeting is adjourned for more than twenty-four (24) hours. If the original meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time and place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time the original meeting was adjourned. [Rev. 7/11; 1/21]

Section 3.22 Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect the physical properties of the Corporation, and to inspect and copy the Corporation's books, records and documents of every kind except for confidential information and records related to providing services to clients as set forth in Section 5328 of the Welfare and Institutions Code, employee records, and other information which by law must be maintained confidential. [Rev. 7/15; 11/19; 1/21; 12/21]

Section 3.23 Removal of Directors.

(a) The Board may, by the affirmative vote of a majority of the Directors (not counting the vote of the affected Director), remove for cause and declare vacant the office of any Director who (i) has been declared of unsound mind by a final order of court, (ii) has been convicted of a felony, (iii) has been found by a final order or judgment of any court to have breached a duty owing to the Corporation under Sections 5230 to 5239 of the Nonprofit Corporation Law, (iv) has failed or ceased to meet any required qualification that was in effect at the beginning of the Director's current term, or (v) has failed to be present at more than three (3) regularly scheduled meetings of the Board during a twelve (12) month period, provided at the time the Director was elected these bylaws stated that the Director could be removed for failing to be present at the specified number of meetings. [12/21]

(b) The Board may, by the affirmative vote of a majority of the Directors then in office at meeting at which a quorum is present (not counting the vote of the affected Director), remove any director without cause and declare the office of such Director vacant.

(c) The removal of any director under this Section shall be at a duly noticed special meeting called for that purpose, or at a regular meeting provided notice of the regular meeting and of the proposed action to remove a Director are given as provided in Section 3.13, above. [Rev. 7/88; 10/16; 10/17; 3/19; 11/19; 1/21]

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Section 3.24 Fees and Compensation. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the Board. [Rev. 11/19]

Section 3.25 Freedom from Liability. No Director of this Corporation shall be personally liable for the debts, liabilities, or obligations of the Corporation by reason of being a Director. [12/21]

Section 3.26 Standard of Conduct. Pursuant to Section 5231 of the Nonprofit Corporation Law, a Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee upon which the Director does not serve that is composed exclusively of any, or any combination of, directors, persons described in subsection (a), above, or persons described in subsection (b), above, as to matters within the committee's designated authority, which committee the Director believes to merit confidence, so long as, in any case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause that reliance to be unwarranted. [Rev. 5/14]

ARTICLE 4 - OFFICERS

Section 4.1 Officers. The officers of the Corporation shall be a Chair of the Board, a Vice Chair of the Board, a Secretary, a Treasurer, an Executive Director and a Chief Financial Officer, which officers shall be chosen by, and hold office at the pleasure of the Board, subject to the rights, if any, of any officer under any contract of employment. The Chair, Vice Chair, Secretary and Treasurer shall be members of the Board. The Executive Director and the Chief Financial Officer shall not be members of the Board. One person may hold two (2) offices, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board. [Rev. 8/95; 11/19]

Section 4.2 Appointment of Officers. The officers of the Corporation shall be appointed annually by the Board and each shall hold office until the earlier of the date that the officer's successor is appointed and qualified to serve, or the date that the officer resigns or is removed or

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disqualified to serve. No officer other than the Executive Director and the Chief Financial Officer may serve more than two (2) full consecutive terms in the same office. A term shall consist of one (1) year expiring on the 31st of January. [Rev. 12/83; 7/11; 10/16; 10/17; 11/19; 1/21; 12/21]

Section 4.3 Subordinate Officers. The Board may appoint or authorize the appointment of such officers, other than those mentioned in Section 4.2, above, as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws, or as the Board may from time to time determine. [Rev. 11/19; 1/21]

Section 4.4 Chair of the Board. The Chair of the Board shall, if present, preside at all meetings of the Board and Executive Committee, appoint the members of committees (unless the Board appoints the committee members as otherwise stated in these bylaws), appoint the chairs of all committees (unless the Board appoints the chairs of committees as otherwise stated in these bylaws or the chair of a committee is otherwise designated by these bylaws), serve as ex-officio member of all committees, provide for the annual evaluation of the Executive Director in consultation with members of the Executive Committee, and exercise and perform such other powers and duties as from time to time may be assigned by the Board. [Rev. 8/95; 12/93; 06/10; 7/11; 11/19; 1/21; 12/21]

Section 4.5 Vice Chair of the Board. In the absence or disability of the Chair of the Board, the Vice Chair of the Board shall perform all of the duties of the Chair of the Board, and when so acting shall have all of the powers of, and be subject to all of the restrictions upon, the Chair of the Board. The Vice Chair of the Board shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or the bylaws. [Rev. 8/95; 11/19; 1/21]

Section 4.6 Secretary. The Secretary shall keep or cause to be kept, at the Corporation's principal office in the State of California, the original or a copy of the Corporation's Articles and bylaws, as amended to date. The Secretary also shall keep or cause to be kept a book of minutes at the principal office, or at such other place as the Board may direct, of all meetings of the Directors and committees, with the time and place of holding, whether regular or special; and if special, how authorized, the notice given of the meeting, the names of those present at the meetings, and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by law to be given and shall keep the seal of the Corporation, if any, in safe custody and have such other powers and perform such other duties as may be prescribed by the Board and by these bylaws. All or part of the above duties may be delegated to the Executive Director or such other staff as may be designated by the Executive Director. [Rev. 11/19; 1/21; 12/21]

Section 4.7 Treasurer. The Treasurer shall make provision for the care and custody of all funds of the Corporation, make provision for the deposit of such funds as required and designated by the Board, make provision for the maintenance of adequate accounts of the properties and business transactions of the Corporation, render reports and financial statements to the Directors as required by the Board and, in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles, or by these bylaws, or

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which may be assigned to from time to time by the Board. All or part of the above duties may be delegated to the Executive Director, the Chief Financial Officer, or such other staff as may be designated by the Executive Director. [Rev. 7/11; 11/19; 1/21; 12/21]

Section 4.8 Executive Director. The Executive Director shall be the Chief Executive Officer of the Corporation and as such shall have the authority and responsibility for the day-to-day management and administration of the affairs, employees and resources of the Corporation, and for implementation of the policies and programs of the Corporation. The Executive Director shall, subject to the policies of the Corporation, employ, supervise, manage, control and discharge the employees of the Corporation. The Executive Director shall advise and counsel the Board in matters of policy and shall act as a representative for the Corporation at community, state and national meetings. [Rev. 12/93; 8/95, 6/03; 6/10; 1/21; 12/21]

Section 4.9 Chief Financial Officer. The Chief Financial Officer, under the direction of the Treasurer and the Executive Director, shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Chief Financial Officer shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board. The Chief Financial Officer shall also disburse or cause to be disbursed the funds of the Corporation as ordered by the Board, render to the Executive Director, the Chair, [Rev. 8/95] and Directors, whenever they request it, an account of all transactions as Chief Financial Officer and the financial condition of the Corporation, take, or cause to be taken, proper vouchers for all disbursements of the funds of the Corporation, and have such other powers and perform such other duties as may be prescribed by the Board and these bylaws. [Rev. 6/03; 6/10; 7/11; 11/19; 1/21]

Section 4.10 Removal. Any officer may be removed, either with or without cause, by the Board at any time, or except in the case of an officer appointed by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment with the Corporation. [Rev. 11/19; 1/21]

Section 4.11 Resignation. Any officer may resign at any time by giving written notice to the Chair of the Board or Secretary, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. Any such resignation shall take effect on the date of receipt of notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. [Rev. 1/21]

Section 4.12 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointment of officers, provided that such vacancies may be filled as they occur and not on an annual basis. [Rev. 7/11; 11/19; 1/21]

ARTICLE 5 - COMMITTEES

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Section 5.1 Standing Committees. Unless determined otherwise by resolution adopted by a majority of the Directors then in office, there shall be the following nine (9) ~~eight (8)~~ standing committees:

[Rev. 11/19; /24]

(a) Executive Committee. The Executive Committee shall be a Board Authority Committee (as defined in Section 5.5 of this Article), and shall have the power and duty to conduct the affairs of the Corporation and exercise the powers as are delegated to it by the Board, when the Board is not in session, except those powers which may not be delegated by the Board as stated in Section 5.7, below. In addition to other powers delegated to it by the Board, the Executive Committee may approve contracts and authorize the signing of contracts on behalf of the Corporation when the Board is not in session. In collaboration with the Executive Director, the Executive Committee shall be responsible for coordinating a process to develop the Corporation's strategic plan, which process may include participation by the Board. The Corporation's strategic plan shall be approved by the Board. The Executive Committee shall report to the Board on the progress of developing the strategic plan and, after the plan is approved by the Board, implementation of the strategic plan. [Rev. 12/21]

Only Directors may be ~~The~~ members of the Executive Committee, which shall ~~include~~ be the Chair, the Vice Chair, the Secretary, the Treasurer, the immediate Past Chair, and one other Director appointed by the Board who will also act as the Corporation's representative to the Association of Regional Center Agencies ("ARCA"). In the event the immediate Past Chair is not available to serve, due either to (i) having been appointed to fill another office during the same term, or (ii) no longer serving as a Director, one other Director may be appointed by the Board to serve on the Executive Committee. In the event the representative to ARCA is also the Chair, the Vice Chair, the Treasurer, or the immediate Past Chair, then one other Director may be appointed by the Board to serve on the Executive Committee. The Chair of the Board shall chair the Executive Committee. [Rev. /24]

The Executive Committee shall hold such meetings as shall be directed by the Board or called by the Chair at such times and places as may be convenient to conduct business. Each Committee member shall have one vote and all matters shall be decided by a majority vote. A majority of the Executive Committee members present at a meeting shall be sufficient to constitute a quorum. No member of the Executive Committee may vote by proxy. All actions taken by the Executive Committee shall be reported at the next regular meeting of the Board, at which time the Board may, but is not required to, ratify the actions of the Executive Committee. The Executive Director shall attend all meetings of the Executive Committee unless otherwise excused by the Chair of the Executive Committee. [Rev. 1/21; /24]

(b) Finance Committee. The Finance Committee shall be responsible for carrying out the relevant policies approved by the Board by overseeing the proper performance of the Executive Director, Chief Financial Officer and other staff of the Corporation in maintaining fiscal integrity and by establishing clear and accurate management information. The Finance Committee is responsible for the review and presentation of the annual operations budget and annual fiscal reports and for recommending policies for expenditures of the Corporation's funds. The Chair of the Board shall appoint the members of the Finance Committee provided the members

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consist of at least four (4) Directors, including the Treasurer, who shall be the chair of the Finance Committee, and the Chief Financial Officer who shall be a nonvoting, ex-officio member of this Committee. This Committee may include members who are not Directors. [Rev. 1/21]

(c) Nominating and Bylaws Committee. The Nominating and Bylaws Committee shall be responsible for recommending qualified candidates for the Board to elect as Directors or to appoint as officers at the annual meetings or at such times as may be appropriate. This Committee shall recommend candidates to fill vacancies on the Board that are scheduled to occur on January 31st of each year. The Nominating and Bylaws Committee shall ensure that each candidate recommended fulfills at least one of the requirements of Section 3.3 of Article 3 of these bylaws applicable to the composition of the Board. The Nominating and Bylaws Committee shall also review the bylaws at least annually and make appropriate recommendations for amendments to the Board. ~~This Committee shall be comprised of at least three (3) members, including the chairperson, all of whom shall be appointed by the~~ The Chair of the Board, ~~shall appoint the members and chair of the Nominating and Bylaws Committee provided the members consist of at least three (3) Directors, one of whom serves as the chair of this Committee.~~ Only Directors may serve as members of this Committee. [Rev. 1/21; /24]

(d) Personnel Committee. The Personnel Committee shall review and make recommendations to the Board on matters relating to personnel policies of the Corporation, to include pay scales, fringe benefits, employee relations, and equal employment opportunity. ~~This Committee shall be comprised of at least three (3) members, including the chairperson, all of whom shall be appointed by the~~ The Chair of the Board, ~~shall appoint the members and chair of the Personnel Committee provided the members consist of at least three (3) Directors, one of whom serves as the chair of this Committee.~~ Only Directors may serve as members of this Committee. [Rev. 1/21; /24]

(e) Client Advisory Committee. The Client Advisory Committee shall provide advice, guidance, recommendations, and technical assistance to the Board in order to assist the Corporation in carrying out its mandated duties to operate the Regional Center and provide services to persons with developmental disabilities and their families. The Chair of the Board shall appoint the members and chair of the Client Advisory Committee provided the members consist of at least three (3) Directors with developmental disabilities representing the various categories of disability served by the Regional Center, and one or more non-director community representatives also with developmental disabilities and representing the various categories of disability served by the Regional Center. [Rev. 1/21]

(f) Defined Benefit Plan Investment Committee. The Defined Benefit Plan Investment Committee is responsible for carrying out the investment of the defined benefit plan assets in accordance with the Investment Policy Statement approved by the Board. This committee shall report to the Board at least annually on the defined benefit plan investment accounts. The members of the Defined Benefit Plan Investment Committee shall be the Chair of the Board, the Chair of the Personnel Committee, who shall be the chair of this Committee, the Chair of the Finance Committee, the Executive Director, the Chief Financial Officer, and at least one individual knowledgeable in investment strategies whom the Chair of the Personnel Committee shall have the authority to appoint. If any of such persons cannot serve as members of the Defined Benefit

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Plan Investment Committee, the Chair of the Board shall appoint their replacements. This Committee may include members who are not Directors. [Rev. 3/19; 1/21]

(g) Vendor Advisory Committee. The Vendor Advisory Committee shall provide advice, guidance, recommendations, and technical assistance to the Board to assist the Corporation in carrying out its mandated functions. This committee shall not exercise any authority of the Board nor take any action on behalf of the Corporation, but shall report its findings and recommendations to the Board. The Chair of the Board shall appoint the members of the Vendor Advisory Committee provided the members consist of a wide variety of persons representing the various categories of providers from which the Corporation purchases client services. The members of the Vendor Advisory Committee shall appoint the chair of this Committee who shall serve as an ex-officio Director as provided in Section 3.3(g) of Article 3. [Rev. 6/03; 5/05; 7/11; 5/14; 7/15; 10/17; 1/21]

(h) Audit Committee. Subject to the supervision of the Board, the Audit Committee shall be responsible for:

- (i) Recommending to the Board the retention and termination of the Corporation's independent auditor;
- (ii) Negotiating the independent auditor's compensation on the Board's behalf;
- (iii) Conferring with the auditor to satisfy the Audit Committee that the financial affairs of the Corporation are in order; and
- (iv) Reviewing and determining whether to accept the audit prepared by the independent auditor.

If the independent auditor performs any nonaudit services for the Corporation, the Audit Committee shall also be responsible for:

- (i) assuring that those services conform with standards for auditor independence set forth in the latest revision of the Government Auditing Standards, issued by the Comptroller General of the United States (the Yellow Book), and any standards for auditor independence in the performance of nonaudit services prescribed by the Attorney General's regulations, including standards different from those set forth in the Yellow Book; and
- (ii) approving the performance by the independent auditor of those services.

The Chair of the Board shall determine the number of members of this Committee and shall appoint the members and chair of this Committee. The members may include Directors and persons who are not Directors, but shall not include any staff of the Corporation, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, or any person who has a material financial interest in any entity doing business with the Corporation. The Audit Committee shall be separate from the Finance Committee. Members of the Finance Committee may also serve on

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the Audit Committee; however, the chair of the Audit Committee may not be a member of the Finance Committee and members of the Finance Committee shall constitute less than fifty (50%) percent of the membership of the Audit Committee. Members of the Audit Committee shall not receive any compensation from the Corporation in excess of the compensation, if any, received by Directors for service on the Board. The Audit Committee may request that the Corporation hire outside expert consultation to assist the Audit Committee. [Rev. 11/19; 1/21]

(i) Legislation Committee. The Legislation Committee shall engage with federal, state and local legislative bodies with respect to legislation affecting persons with developmental disabilities, service providers, and regional centers. The members of the Legislation Committee shall include at least three (3) Directors, a member of the Client Advisory Committee, a member of the Vendor Advisory Committee, and two (2) San Diego Regional Center staff. The chair of the Legislation Committee shall be a Director appointed by the Chair of the Board. The Legislation Committee shall, on behalf of the Corporation, review and monitor relevant legislation, take certain positions on proposed legislation, and keep the Board informed regarding its actions in sponsoring, supporting, opposing, and monitoring legislation, and shall also coordinate outreach activities with legislators, including meetings and conducting inclusive grassroots efforts.
[Rev. /24]

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Section 5.2 Advisory Committees. By resolution adopted by a majority of the Directors then in office, the Board may appoint one or more advisory committees. Advisory committees shall have no authority of the Board or authority to act for the Corporation, but shall report their findings and recommendations to the Board. The members and chair of each advisory committee shall be appointed by the Chair of the Board. These committees may include members who are Directors and/or not Directors. [Rev. 6/03; 7/11; 7/11; 7/15; 3/19; 11/19; 1/21]

Section 5.3 Task Forces. By resolution adopted by a majority of the Directors then in office, from time to time on an as needed basis the Board may create one or more temporary task forces to study and report to the Board on specific matters which may include, for example, opportunities the Corporation may pursue, succession planning, critical or urgent matters, or any other issues the Board may request. When creating a task force, the Board shall set the specific charge of the task force and its duration. The task force shall not exceed the scope of its charge or duration without approval of the Board. Task forces shall have no authority of the Board or authority to act for the Corporation, but shall report their findings and recommendations to the Board. The provisions in these Bylaws generally applicable to committees shall apply to task forces. The members and chair of each task force shall be appointed by the Chair of the Board. Task forces may include members who are Directors and/or not Directors, and may include officers of the Corporation and other individuals. [Rev. 11/19; 1/21]

Section 5.4 Meetings and Actions of Committees. The Board shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of Article 3 applicable to meetings and actions of the Board. Minutes shall be kept of

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each meeting of each committee. Meetings of any committee which does not have or exercise authority delegated to it by the Board need not be open to the public. [Rev. 9/86; 8/00; 7/15; 11/19]

Section 5.5 Board Authority Committees. In addition to the Executive Committee (described in Section 5.1(a) of this Article), the Board may create one or more Board Authority Committees. For purposes of these bylaws, a “Board Authority Committee” means a committee that (i) is established as a committee in these bylaws or established by a resolution adopted by a majority of the Directors then in office, (ii) is comprised of two (2) or more Directors, and no persons who are not Directors, and (iii) has the authority of the Board to the extent delegated to the committee by the Board. Board Authority Committees may be standing or ad hoc, and have such tenure and purposes and, subject to the limitation on delegation of Board authority stated in Section ~~5-65.7~~, below, such delegated authority of the Board as the Board shall determine. The Board shall appoint the members and chairs of Board Authority Committees, and may appoint alternate members to replace any absent member at any committee meeting. All members of every Board Authority Committees shall serve at the pleasure of the Board. [Rev. 11/19; 1/21; /24]

Section 5.6 Other Committees Without Board Authority. In addition to the Finance Committee, Nominating and Bylaws Committee, Personnel Committee, Client Advisory Committee, Defined Benefit Plan Investment Committee, Vendor Advisory Committee, ~~and~~ Audit Committee, and Legislative Committee (as described in Sections 5.1(b) through 5.1(~~i~~)(~~h~~)) of this Article), advisory committees, and task forces, the Board may from time to time, by resolution adopted by a majority of the Directors then in office, create one or more other committees which shall not be Board Authority Committees. Such committees may be standing or ad hoc, and shall have such tenure and serve such purposes as the Board determines. Unless otherwise provided in these bylaws or by a resolution adopted by a majority of the Directors then in office (i) these committees shall have at least two (2) members who may or may not be Directors; ~~and/or not~~ Directors; (ii) the Chair of the Board shall have the authority, as hereby delegated by the Board, to appoint the members and chairs of these committees; and (iii) the Chair of the Board may appoint alternate members to replace any absent member at any committee meeting. All members of these committees shall serve at the pleasure of the Board. [Rev. 11/19; 1/21; /24]

Section 5.7 Prohibited Delegation of Authority. The Board shall not delegate to any committee, including any Board Authority Committee, the authority of the Board to:

(a) Approve any action for which the Nonprofit Public Benefit Corporation Law also requires approval of members or approval of a majority of all members (notwithstanding that this Corporation does not have members within the meaning of Section 5056 of the Nonprofit Corporation Law);

(b) Fill vacancies on the Board or on any Board Authority Committee;

(c) Fix compensation of the Directors for serving on the Board or on any committee;

(d) Amend the Articles or amend or repeal the bylaws or adopt new bylaws;

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(e) Amend or repeal any resolution of the Board which by its express terms is not amendable or repealable;

(f) Appoint Board Authority Committees or the members thereof;

(g) Expend corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected;

(h) Approve any self-dealing transaction except as provided in Section 5233(d)(3) of the Nonprofit Corporation Law;

(i) Approve the sale of all or substantially all assets of the Corporation which is not in the usual course of business; or

(j) Approve a merger or dissolution of the Corporation. [Rev. 11/19; 1/21]

ARTICLE 6 – GENERAL PROVISIONS

Section 6.1 Voting Shares. The Corporation may vote any and all shares held by it in any other corporation by such officer, agent or proxy as the Board may appoint, or in the absence of any such appointment, by the Chair of the Board or by any other officer, if also a Director and, in such case, such officers or any of them, may likewise appoint a proxy to vote such shares. [Rev. 8/95; 11/19; 1/21]

Section 6.2 Signing of Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of or payable to the Corporation and any and all securities owned or held by the Corporation requiring signature for the transfer shall be signed or endorsed by such person(s) and in such manner as from time to time shall be determined by the Board or the Executive Committee. [Rev. 11/19; 1/21]

Section 6.3 Endorsement of Documents; Contracts. Subject to the provisions of applicable laws, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between the Corporation and any other party, when signed by any one of the Chair of the Board, the Vice Chair of the Board, and by any one of the Secretary, the Treasurer, the Chief Financial Officer or the Executive Director, shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other party that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board or the Executive Committee, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount. [Rev. 11/19; 1/21]

Section 6.4 Annual Report and Statement of Certain Transactions.

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(a) The Board shall cause an annual report to be prepared and sent to each Director, and such other persons as are designated by the Board, no later than 120 days after the close of the fiscal year. The annual report shall be prepared in conformity with the requirements of Section 6321 of the Nonprofit Corporation Law. If an independent accountant prepares a written report regarding the annual report, the accountant's report must accompany the annual report. However, if there is no such accountant's report, the annual report shall be accompanied by the certificate of an authorized officer of the Corporation that the information in the annual report was prepared without audit from the books and records of the Corporation. The report shall be prepared, audited, and made available in the manner required by Section 12586(e)(1) of the Government Code, if applicable.

(b) As part of the annual report referred to in subsection (a) above, the Corporation shall furnish to all Directors a statement of any transaction or indemnification of the kind described in Sections 6322(d) or 6322(e) of the Nonprofit Corporation Law, if any such transaction or indemnification took place.

(c) If the Board approves, the report and statement referred to in subsections (a) and (b) along with any accompanying material may be sent to the Directors by electronic transmission. [Rev. 7/11; 10/17; 11/19]

Section 6.5 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the general provisions of the Nonprofit Corporation Law and in the Nonprofit Public Benefit Corporation Law shall govern the construction of these bylaws. All references in these bylaws to the Corporations Code, the Nonprofit Corporation Law and the Nonprofit Public Benefit Corporation Law, shall be to the relevant provisions of the California Corporations Code now in effect and as hereafter amended. All references in these bylaws to the Welfare and Institutions Code and the Government Code, respectively, shall be to the relevant provisions of the California Welfare and Institutions Code and the California Government Code, respectively, now in effect and as hereafter amended. If anything contained in these bylaws, including any delegation of authority or description of procedures, conflicts with the Articles or applicable law, the Articles to the extent not inconsistent with such law, and then such law, shall govern. The section, subsection, and paragraph headings in these bylaws are included for convenience only and shall not be used in any manner to interpret, construct, define, or to limit or extend the scope, intent or extent of these bylaws or the provisions hereof. [Rev. 7/11; 7/15; 10/17; 11/19; 1/21]

Section 6.6 Public Inspection of Tax Exemption Tax-Related Documents and Returns. The Corporation shall comply with the provisions of Section 6104 of the Internal Revenue Code and Section 301.6104(d) et. seq. of the Internal Revenue Regulations to provide copies of the following documents to members of the public who make a request for public inspection of documents: [Rev. 12/21]

(a) The Corporation's Application for Recognition of Exemption (Form 1023) filed with the Internal Revenue Service ("IRS");

(b) All documents submitted to the IRS in support of such Application;

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(c) All documents issued by the IRS with respect to the Application; and

(d) All annual returns (~~e.g.,~~ Form 990, 990 PF or 990 EZ, and Form 1065) and any amendments to the returns filed with the IRS for the last three (3) accounting years preceding the request, provided however, information related to the names and addresses of contributors to the Corporation need not be included in the annual returns made available to members of the public. [Rev. 7/11; 10/17; 1/24]

Section 6.7 Amendment of Bylaws. These bylaws and any part thereof may be amended and repealed and new bylaws may be adopted by the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present. [Rev. 7/11; 1/21; 12/21]

ARTICLE 7 - INDEMNIFICATION OF CORPORATION'S AGENTS

Section 7.1 Indemnification in General. Subject to the terms, conditions, restrictions and limitations set forth in this Article 7, the Corporation shall, to the extent legally permissible under Section 5238 of the Nonprofit Corporation Law, indemnify its officers, Directors, agents and employees against expenses and liabilities reasonably incurred in connection with legal proceedings in which the officer, Director or employee may become involved in their capacity as a Director, officer or employee. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights that any such persons may be entitled, shall continue as to persons who have ceased to be Directors, officers, agents or employees, and shall inure to the benefit of the heirs and personal representatives of the persons entitled to indemnification. [Rev. 7/11; 5/14; 12/21]

Section 7.2 Rights Notwithstanding Amendment of this Article. No amendment or repeal of the provisions of this Article which adversely affects the right of a person to be indemnified under this Article shall apply to such person with respect to those acts or omissions which occurred prior to such amendment or repeal, unless such amendment or repeal was voted for or was made with the written consent of such person to be indemnified. [Rev. 7/11]

Section 7.3 Definitions. For purposes of this Article, the terms "agent", "proceeding" and "expenses" shall have the following meanings:

(a) "agent(s)" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a member, director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a member, director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation;

(b) "proceeding(s)" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and

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(c) “expenses” means, and includes without limitation reasonable attorneys’ fees, and any expenses of establishing a right to indemnification under Section 7.6 or Section 7.7, below. [Rev. 7/11; 5/14]

Section 7.4 Indemnification in Proceedings by Third Parties. The Corporation shall indemnify any agent who was or is a party, or is threatened to be made a party, to any proceeding (other than a proceeding by or in the right of the Corporation to procure a judgment in its favor, a proceeding brought under Section 5233 of the Nonprofit Corporation Law, or a proceeding brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such agent is or was an agent of the Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such agent acted in good faith and in a manner the agent reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the agent’s conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the agent did not act in good faith and in a manner which the agent reasonably believed to be in the best interests of the Corporation or that the agent had reasonable cause to believe that the agent’s conduct was unlawful. [Rev. 7/11; 12/21]

Section 7.5 Indemnification in Proceedings by or in the Right of the Corporation. The Corporation shall indemnify any agent who was or is a party, or is threatened to be made a party, to any threatened, pending or completed proceeding by or in the right of the Corporation, or brought under Section 5233 of the Nonprofit Corporation Law (self-dealing transactions), or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in the Corporation’s favor by reason of the fact that such agent is or was an agent of the Corporation, against expenses actually and reasonably incurred by such agent in connection with the defense or settlement of such proceeding if the agent acted in good faith, in a manner that the agent believed to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 7.5: [Rev. 12/21]

(a) in respect of any claim, issue or matter as to which such agent shall have been adjudged to be liable to the Corporation in the performance of the agent’s duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such agent is fairly and reasonably entitled to indemnity for the expenses which such court shall determine; [Rev. 12/21]

(b) of amounts paid in settling or otherwise disposing of a threatened or pending proceeding, with or without court approval; or

(c) of expenses incurred in defending a threatened or pending proceeding which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General. [Rev. 7/11]

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Section 7.6 Indemnification Against Expenses After Success on Merits. To the extent an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Sections 7.4 or 7.5, above, or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith. [Rev. 7/11]

Section 7.7 Approval of Indemnification; Required Determinations. Except as provided in Section 7.6, above, upon the Corporation's receipt of a written request by a person seeking indemnification under this Article, the Board shall promptly determine whether indemnification is authorized by this Article in the specific case. Additionally, with respect to proceedings described in Sections 7.4 or 7.5, above, the Board shall make a determination of whether indemnification of the agent is proper because the agent has met the applicable standard of conduct set forth in Sections 7.4 or 7.5, above. Such determinations shall be made by:

(a) a majority vote of a quorum consisting of Directors who are not parties to such proceeding; or

(b) the court in which such proceeding is or was pending upon application made by the Corporation, the agent, or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation. [Rev. 7/11; 5/14; 10/17; 11/19]

Section 7.8 Corporation's Advance of Expenses to Agent. Expenses incurred in defending any proceeding may be advanced to the agent by the Corporation prior to the final disposition of such proceeding upon the Corporation's receipt of an undertaking by or on behalf of the agent to repay the amount advanced unless it is ultimately determined that the agent is entitled to indemnification under this Article. [Rev. 7/11]

Section 7.9 Other Indemnification. No provision made by the Corporation to indemnify its agents or its subsidiary's agents for the defense of any proceeding, whether contained in the Corporation's Articles, these bylaws, a resolution of the Directors, an agreement or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such agents may be entitled by contract or otherwise. [Rev. 7/11; 1/21]

Section 7.10 Other Restrictions on Indemnification. The Corporation shall not provide indemnification or advance any expenses under this Article, except as provided in Section 7.6 or Section 7.7, above, in any circumstance where it appears:

(a) that it would be inconsistent with a provision of the Articles, these bylaws, a resolution of the Directors, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

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(b) that it would be inconsistent with any condition expressly imposed by a court in approving a settlement of any proceeding. [Rev. 7/11; 5/14; 1/21]

Section 7.11 Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article, provided, however, the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the Nonprofit Corporation Law.

Section 7.12 Indemnification of Fiduciaries of Retirement and Benefit Plans. The Corporation shall indemnify and purchase and maintain insurance on behalf of any agent (as defined in Section 7.3(a), above), acting in the agent's capacity as a trustee, investment manager, or other fiduciary (herein, "Fiduciary") of any pension, deferred compensation, saving, thrift, and other retirement incentive and benefit plans, trusts, and provisions maintained by the Corporation for any or all of its directors, officers, employees, and persons providing services to the Corporation or to the Corporation's subsidiary or related or associated corporations, if any, (herein, "Plan"), as permitted by Section 5140(f) of the Nonprofit Corporation Law. The indemnification of a Fiduciary of a Plan under this Section 7.12 shall be in lieu of indemnification under Sections 7.1 through 7.11 of this Article. Such Sections 7.1 through 7.11 shall not apply to any proceeding against a Fiduciary of a Plan (even though the Fiduciary may be an agent as defined in Section 7.3(a), above). [Rev. 7/11; 10/17]

ARTICLE 8 – EMERGENCY BYLAWS

Section 8.1 Purpose of Emergency Bylaws. The emergency bylaw provisions of this Article are adopted in accordance with Section 5151(g) of the Nonprofit Corporation Law to manage and conduct the business affairs of the Corporation in the event of an Emergency where the Board, or the Executive Committee or any other Board Authority Committee (collectively, "Committee") lacks a quorum to convene and take action. The Board ~~and the Committee are~~ authorized to utilize all, any, or none of these emergency bylaws during an Emergency as, if, and when ~~they deem it deems~~ necessary. For purposes of this Article, "Emergency" means any of the following events or circumstances *as a result of which, and only so long as*, a quorum of the Board or the Committee cannot be readily convened for action: [Rev. /24]

(a) A natural catastrophe, including, but not limited to, a hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought, epidemic, pandemic, or disease outbreak or, regardless of cause, any fire, flood, or explosion.

(b) An attack on or within this state or on the public security of its residents by an enemy of this state or on the nation by an enemy of the United States of America, or upon receipt by this state of a warning from the federal government indicating that an enemy attack is probable or imminent.

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(c) An act of terrorism or other manmade disaster that results in extraordinary levels of casualties or damage or disruption severely affecting the infrastructure, environment, economy, government functions, or population, including, but not limited to, mass evacuations.

(d) A state of emergency proclaimed by the Governor of this state, including any person serving as Governor in accordance with Section 10 of Article V of the California Constitution and Section 12058 of the Government Code, or by the President of the United States of America. [Rev. 9/22]

Section 8.2 Emergency Actions. Subject to any limitations in the Articles, these bylaws and applicable law, and as set forth in this Article 8, in the event of an Emergency the Board and Committee may take any actions they determine to be necessary or appropriate to manage and conduct the business affairs of the Corporation, and to respond to the Emergency, mitigate the effects of the Emergency, or comply with lawful federal and state government orders. [Rev. 9/22]

Section 8.3 Modify Lines of Succession. In anticipation of or during an Emergency, the Board may modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent resulting from the Emergency and inability to discharge their duties to the Corporation. [Rev. 9/22]

Section 8.4 Relocate Offices. In anticipation of or during an Emergency the Board may relocate the principal office, designate alternative principal offices, satellite or regional offices, open and close offices, or authorize the officers to do so. [Rev. 9/22]

Section 8.5 Call of Meetings; Notice. A meeting of the Board or a Committee may be called by the Chair of the Board or any two (2) Directors. If notice of a meeting cannot be given to a Director or Directors in the manner prescribed in Section 3.13 of Article 3 [*Notice of Special Meetings*], notice of the meeting shall be given to the Director or Directors in any practicable manner under the circumstances, including, but not limited to, by publication and radio. Subject to the circumstances, notice must be given at least forty-eight (48) hours before the date of the meeting. [Rev. 12/21; 9/22]

Section 8.6 Quorum for Meetings.

(a) Unavailable Directors; Authorized Number of Directors. All Directors who are not able, for any reason, of discharging their duties as Directors or Committee members during an Emergency or whose whereabouts are unknown, shall automatically and temporarily cease to be Directors as long as their unavailability continues, with the same effect as if they had temporarily resigned as Directors. The authorized number of Directors shall then be the number of Directors remaining after eliminating those who have temporarily ceased to be Directors. [Rev. 12/21]

(b) Quorum. A majority of the authorized number of Directors as determined above shall be the number of Directors necessary and sufficient to constitute a quorum for the transaction of business except to adjourn. The act of a majority of the Directors at a Board or Committee meeting present at any time at which there is a quorum shall be the act of the Board or

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Committee. Notwithstanding the previous provisions of this subsection, a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting. [Rev. 9/22]

(c) Officers Deemed as Directors. During an Emergency the Board may, but is not required to, deem any one or more officers of the Corporation present at a Board or Committee meeting as a Director in order of rank, and within the same rank in order of seniority, as necessary to achieve a quorum of the Directors for that meeting. [Rev. 9/22]

(d) Directors Becoming Available. Any person who ceased to be a Director pursuant to subsection (a), above, who thereafter becomes available to serve as a Director shall automatically resume performing the duties and exercising the authority of a Director unless the term of office of that person has otherwise expired (counting the period of time the person was unavailable) and a successor has been elected and qualified.

Section 8.7 Powers of Executive Committee. The powers and authority granted to the Board to take action under this Article 8 shall also be granted to the Executive Committee and any other Board Authority Committee to the extent the Executive Committee or other Board Authority Committed is not otherwise prohibited under Section 5.7 of Article 5 of these bylaws from taking such action.

Section 8.8 Notice of Board Meetings to Persons Requesting Notice. Pursuant to Welfare and Institutions Code, Section 4662, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of the Corporation's services, emergency meetings of the Board may be called without complying with the requirement stated in Section 3.14 of Article 3 [*Notice of Meetings to Persons Requesting Notice*] of these bylaws to give advance notice of Board meetings to those persons requesting notice. If practicable, however, such notice shall be provided. As defined in Welfare and Institutions Code, Section 4662, "emergency situation" means any activity which severely impairs public health, safety, or both, as determined by the Board. The Board shall cause the State Council on Developmental Disabilities to be notified by telephone of each emergency meeting. The minutes of an emergency meeting, including a description of any actions taken at the meeting, shall be immediately mailed to those persons who had requested notice.

Section 8.9 Effective Period. Other than Section 8.8 which applies during an "emergency situation," the emergency bylaws in this Article shall be effective only during an Emergency when a quorum of the Board or Committee cannot be readily convened for action and shall not be effective after the Emergency ends or a quorum can be readily convened, whichever is earlier. At that time, the regular provisions in Article 3 of these bylaws shall apply.

Section 8.10 Effect on Other Bylaw Provisions. All other provisions of Articles 1 through 7 of these bylaws that are consistent with the emergency bylaws in this Article 8 shall remain effective during the Emergency. During an Emergency, and subject to the Corporation's compliance with applicable law, the provisions of this Article 8 shall override all other provisions of the bylaws that are in conflict with any provisions of this Article 8.

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Section 8.11 Limitation on Liability. Any actions taken in good faith in anticipation of or during an emergency in accordance with these emergency bylaws binds the Corporation and shall not be used to impose liability on a Director, officer, employee, or agent of the Corporation. [Rev. 1/21; 9/22]

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CERTIFICATE OF ADOPTION OF BYLAWS

| The undersigned hereby certifies that she is the duly appointed and acting Secretary of San Diego-Imperial Counties Developmental Services, Inc., and that the foregoing bylaws, consisting of 27 pages (inclusive of this page, but exclusive of the cover sheet and table of contents) were duly approved and adopted by the Board of Directors on September 13, 2022, and that they constitute the corporate bylaws of San Diego-Imperial Counties Developmental Services, Inc. in effect as of that date.

| Shirley Nakawatase, Secretary

	SDICDSI Board Member Terms	2/1/2024			
	Name	First Term	Second Term	Third Term	Action 1/2025
	Elmo Dill	Feb 2024~Jan 2025	Feb 2025~Jan 2028	Feb 2028~Jan 2031	Up for reelection
	Laura Oakes	Feb 2024~Jan 2025	Feb 2025~Jan 2028	Feb 2028~Jan 2031	Up for reelection
	Mark Uyeda	Feb 2024~Jan 2025	Feb 2025~Jan 2028	Feb 2028~Jan 2031	Up for reelection
	Angela Yates	Feb 2024~Jan 2025	Feb 2025~Jan 2028	Feb 2028~Jan 2031	Up for reelection
	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	
	Julie Randolph	Feb 2022~Jan 2023	Feb 2023~Jan 2026	Feb 2026~Jan 2029	
	Tessie Bradshaw	Feb 2021~Jan 2022	Feb 2022~Jan 2025	Feb 2025~Jan 2028	Up for reelection
	Matthew Storey	Feb 2021~Jan 2022	Feb 2022~Jan 2025	Feb 2025~Jan 2028	Up for reelection
	Shirley Nakawatase	Feb 2018~Jan 2019	Feb 2019~Jan 2022	Feb 2022~Jan 2025	Retires
	Timothy Riemann	Feb 2018~Jan 2019	Feb 2019~Jan 2022	Feb 2022~Jan 2025	Retires
	Norma Ramos	Feb 2019~Jan 2020	Feb 2020~Jan 2023	Feb 2023~Jan 2026	
	Erik Rascon	Feb 2019~Jan 2020	Feb 2020~Jan 2023	Feb 2023~Jan 2026	
	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	
	Wendy Forkas	Feb 2024~Jan 2025			



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 7, 2024
TO: Members, SDRC Legislation Committee
FROM: Norma Ramos, Chair, Legislation Committee
RE: May 14, 2024, Legislation Committee Agenda

The SDRC Legislation Committee will meet on Tuesday, May 14, 2024 at **10:00 a.m.** in the 3rd Floor Conference Room (Suite 300) at the Ruffin Road Office Building. The following is the proposed agenda:

1. Call to Order
2. Approval of Minutes
3. Chair's Report
4. Legislation update/activities
 - a. Assembly Member Nguyen has finalized her letter urging a rejection of the service provider rate delay. At the time of sending, 51 legislators had signed on! (Attachment)

SDRC legislators who have signed on include:

- Eduardo Garcia
 - Laurie Davies
 - Marie Waldron
 - Brian Maienschein
- b. 2024/2025 State Budget Update – May Revision
 - c. [State Legislative Bills](#) (Attachment)

[Assembly Bill \(AB\) 2002](#) (Sanchez) Blue Envelope Program
Referred to the Committee on Appropriations

[AB 2075](#) (Alvarez) Resident Access Protection Act.
Referred to the Committee on Appropriations

[AB 2360](#) (Rendon) Developmental Services: Family Services: Counseling
Referred to the Committee on Appropriations

[AB 2423](#) (Mathis) Developmental Services: Community-Based Service Providers
Referred to the Committee on Appropriations

[AB 2510](#) (Arambula) Dental Care for People with Developmental Disabilities
Referred to the Committee on Appropriations

[AB 3063](#) (McKinnor) Pharmacies: Compounding
Referred to the Committee on Appropriations

[SB 1197](#) (Alvarado-Gil) In-Home Respite Services
Referred to the Committee on Appropriations

[SB 1281](#) (Menjivar) Advancing Equity/Access-Self Determination Program Act.
Referred to the Committee on Appropriations

[SB 1443](#) (Jones) California Interagency Council on Homelessness
Referred to the Committee on Appropriations

[SB 1463](#) (Niello) Self Determination Program: Deputy Director of Self Determination
Referred to the Committee on Appropriations

5. Upcoming Committee Deadlines, Hearings

May 17 – Fiscal committee deadline (suspense)
Jun. 15 – Budget deadline
Jul. 3-Aug. 5 – Summer break
Aug. 31 – Last day!
Sep. 30 – Governor’s signing deadline
Nov. 5 – General election

6. Announcements

7. Adjournment



LEGISLATION COMMITTEE MEETING

April 9, 2024

Minutes

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MEMBERS PRESENT: Norma Ramos, Tessie Bradshaw, Wendy Forkas, Erik Rascon, Angela Yates, David Hadacek

MEMBERS ABSENT: Terri Colachis, Chris Hodge, Shirley Nakawatase

STAFF PRESENT: Mark Klaus, Executive Director
Neil Kramer, Fair Hearing Manager/Legislative Liaison;
Gabiella Ohmstede, Director of Client Services

1. **Call to Order**

Chair Norma Ramos called the meeting to order at 10:25 a.m. and welcomed everyone

2. **Chair's Report**

Chair Ramos reported that the ARCA Grassroots Day event in Sacramento was very successful. She thanked everyone for their participation. She also shared that her testimony during the recent Senate Budget Subcommittee hearing went well. She thanked Director Klaus for his support and providing her the opportunity to offer testimony.

3. **Legislative Activities/ Legislation Update**

Neil Kramer also thanked everyone for their participation during ARCA's Grassroots Day. He shared that Assembly Member Brian Maienschien added his name to Assembly Member Nguyen's letter entitled, Disability Service Provider Rate Budget Letter."

The following was also discussed:

- a. [Assembly Bill 2002](#) (Sanchez) Blue Envelope Program
Referred to Committee on Appropriations.
- b. [Senate Bill 1443](#) (Jones) – Adds a representative from the State Council on Developmental Disabilities to the California Interagency Council on Homelessness.
Referred to Committee on Appropriations.
- c. Neil Kramer shared the annual Legislative District Report with the committee. The report included as part of the ARCA Grassroots Day legislative packet.
- d. Neil Kramer also provided a "Board of Directors' list of Assembly Members and Senators to the committee. Chair Ramos thanked him for providing the list and will encourage the members of the Board of Directors to contact their representatives to support the agency's Service Provider community.

- e. Director Klaus provided an update about the State Budget Process. The Governor will provide his May revision of the 2024/2025 State Budget close to the date of the committee's next meeting.

4. Federal Legislation

Neil Kramer provided the committee with information regarding the following bills:

[The Home and Community-Based Services \(HCBS\) Relief Act of 2023](#) (Casey – D, PA) – This would give 2 years of additional Medicaid funding for DSP recruitment/retention and overall strengthen HCBS services. It would also involve a 10% increase in federal matching funds. Supported by ANCOR and TASH, among others ([fact sheet](#)).

[SSI Savings Penalty Elimination Act](#) (Brown – D, OH and Cassidy – R, LA) – This would raise the limit on assets an individual can have while remaining SSI-eligible, to \$10,000 for individuals and \$20,000 for couples. Creates an inflation-adjustment mechanism for future increases. Supported by ANCOR, NASDDDS, CFILC, and DRC, among others.

5. Upcoming Committee Deadlines, Hearings:

Neil Kramer provided the committee with the following legislative calendar:

May 3 – Policy committee deadline for 2024 bills

May 17 – Fiscal committee deadline (suspense)

Jun. 15 – Budget deadline

Jul. 3-Aug. 5 – Summer break

Aug. 31 – Last day!

Sep. 30 – Governor's signing deadline

Nov. 5 – General election

6. Announcements

No announcements were made.

7. Adjournment

There being no other business, the meeting adjourned at 10:45 a.m. The next meeting of the Legislation Committee is scheduled for Tuesday, May 14, 2024, at 10:00 a.m. at the San Diego Regional Center's Ruffin Road Office, Suite 300.

Respectfully Submitted,

Neil R. Kramer, M.S.,
Fair Hearing Manager, Legislation Committee, Staff

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Assembly California Legislature



STEPHANIE NGUYEN
ASSISTANT SPEAKER PRO TEMPORE
ASSEMBLYMEMBER, TENTH DISTRICT

COMMITTEES
BUSINESS AND PROFESSIONS
COMMUNICATIONS AND CONVEYANCE
JOBS, ECONOMIC DEVELOPMENT, AND
THE ECONOMY
PUBLIC EMPLOYMENT AND RETIREMENT
PUBLIC SAFETY

SELECT COMMITTEE
CHAIR: MENTAL HEALTH ACCESSIBILITY
WITHIN NON-ENGLISH SPEAKING
COMMUNITIES

March 8, 2024

The Honorable Corey Jackson
Chair, Assembly Budget Subcommittee 2 on
Human Services
1021 O Street, Room 6120

The Honorable Caroline Menjivar
Chair, Senate Budget Subcommittee 3 on
Health and Human Services
1020 N Street, Room 502

Re: Request for Uninterrupted Implementation of Disability Service Provider Rate Increase

Dear Chairs Jackson and Menjivar,

I respectfully request that implementation of the disability service provider rate increase continue, that was slated to begin on July 1, 2024, and not be delayed.

As you know, disability service providers assist and provide supports for those with intellectual and developmental disabilities. Chronic underfunding for decades has led to workforce shortages that are unsustainable and put individuals with disabilities and their families at risk.

Sustained funding for the disability community and the providers that serve them is crucial for the developmental disability services system to function. Delaying the rate increase will not only exacerbate work force shortages already stressing the system, but the system also could miss out on receiving potentially \$400 million in matching federal funds to support service providers.

Please join me in safeguarding California's developmental disabilities services system by supporting the service providers that individuals with disabilities and families across the state rely on.

Respectfully,

STEPHANIE NGUYEN
Assemblymember, District 10


JIM WOOD
Assemblymember, District 2

MEGAN DAHLE
Assemblymember, District 1

JAMES GALLAGHER
Assemblymember, District 3



JOE PATTERSON
Assemblymember, District 5



MIA BONTA
Assemblymember, District 18



JIM PATTERSON
Assemblymember, District 8



PHILIP TING
Assemblymember, District 19



HEATH FLORA
Assemblymember, District 9



LIZ ORTEGA
Assemblymember, District 20



LORI WILSON
Assemblymember, District 11



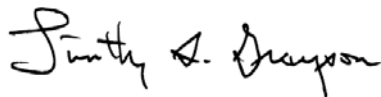
DIANE PAPAN
Assemblymember, District 21



CARLOS VILLAPUDUA
Assemblymember, District 13



JUAN ALANIS
Assemblymember, District 22



TIMOTHY GRAYSON
Assemblymember, District 15



ALEX LEE
Assemblymember, District 24



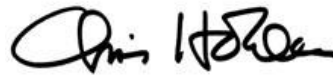
MATT HANEY
Assemblymember, District 17



ESMERALDA SORIA
Assemblymember, District 27



EVAN LOW
Assemblymember, District 28



Chris Holden
Assemblymember, District 41



DAWN ADDIS
Assemblymember, District 30



JACQUI IRWIN
Assemblymember, District 42



JOAQUIN ARAMBULA
Assemblymember, District 31



LAURA FRIEDMAN
Assemblymember, District 44



DEVON MATHIS
Assemblymember, District 33



JAMES RAMOS
Assemblymember, District 45



TOM LACKEY
Assemblymember, District 34



GREG WALLIS
Assemblymember, District 47



EDUARDO GARCIA
Assemblymember, District 36



BLANCA RUBIO
Assemblymember, District 48



Pilar Schiavo
Assemblymember, District 40



MIKE FONG
Assemblymember, District 49

ELOISE GÓMEZ REYES
Assemblymember, District 50

TRI TA
Assemblymember, District 70

RICK ZBUR
Assemblymember, District 51

LAURIE DAVIES
Assemblymember, District 74

MIGUEL SANTIAGO
Assemblymember, District 54

MARIE WALDRON
Assemblymember, District 75

LISA CALDERON
Assemblymember, District 56

BRIAN MAIENSCHN
Assemblymember, District 76

PHILLIP CHEN
Assemblymember, District 59

BRIAN DAHLE
Senator, District 1

BLANCA PACHECO
Assemblymember, District 64

ROGER NIELLO
Senator, District 6

AVELINO VALENCIA
Assemblymember, District 68

SHANNON GROVE
Senator, District 12



SCOTT WILK
Senator, District 21



ROSILICIE OCHOA BOGH
Senator, District 23



HENRY STERN
Senator, District 27



KELLY SEYARTO
Senator, District 32



DAVID MIN
Senator, District 37

SDRC's tracked bills

Tuesday, 04/30/2024

Current as of 4/30/2024

Sorted by: Measure

AB 2002

Sanchez, R

HTML

PDF

Vehicles: public safety: Blue Envelope Program.

Bill information

Summary: Current law establishes the Department of Motor Vehicles, tasked with issuance and renewal of licenses to drivers. Current law requires the department to prescribe and provide suitable forms of applications, certificates of ownership, registration cards, driver's licenses, and all other forms that are deemed necessary. This bill would, by January 1, 2026, require the department, in consultation with relevant stakeholders, to develop a Blue Envelope Program. Under the program, the bill would require the blue envelope to contain specified information for requesters with a condition or disability, as specified. (Based on 03/06/2024 text)

Location: 04/17/2024 - Assembly APPR. SUSPENSE FILE

Current 03/06/2024 - Amended

Current Analysis: 04/15/24 [A Appropriations](#) (text 03/06/24)

Text:

analysis:

AB 2075

Alvarez, D

HTML

PDF

Resident Access Protection Act.

Bill information

Summary: Would enact the Resident Access Protection Act. The act would provide a resident of a long-term care facility with the right to in-person, onsite access to a visitor or a health care and social services provider during a public health emergency in which visitation rights of residents are curtailed by a state or local order, as specified. The act would prescribe how a resident may leave their long-term care facility on outings during a public health emergency. The act would require a long-term care facility, among other things, to provide safety protocols required of care staff, visitors, and health and social services providers during a public health emergency to the residents, resident representatives, and visitors in writing. A violation of the act would be a crime and subject to civil penalties. By creating a new crime, this bill would impose a state-mandated local program. (Based on 04/25/2024 text)

Location: 04/23/2024 - Assembly APPR.

Current 04/25/2024 - Amended

Current Analysis: 04/19/24 [A Health](#) (text 04/10/24)

Text:

analysis:

AB 2360

Rendon, D

HTML

PDF

Developmental services: family services: counseling.

Bill information

Summary: Would require the State Department of Developmental Services to establish a Family Wellness Pilot Program under which regional centers shall provide counseling and peer support group services to the families of regional center consumers, as specified. The bill would require the department to evaluate the program and submit a report on the evaluation to the Legislature on or before July 1, 2029. (Based on 03/21/2024 text)

Location: 04/24/2024 - Assembly APPR. SUSPENSE FILE

Current 03/21/2024 - Amended

Current Analysis: 04/22/24 [A Appropriations](#) (text 03/21/24)

Text:

analysis:

[AB 2423](#)[Mathis, R](#)[HTML](#)[PDF](#)**Developmental services: rates.****Bill information**

Summary: The Lanterman Developmental Disabilities Services Act requires the State Department of Developmental Services to contract with regional centers for the provision of community services and supports for persons with developmental disabilities and their families. Current law requires the department, on or before March 1, 2019, to submit a rate study to specified committees of the Legislature regarding community-based services for individuals with developmental disabilities. Current law requires the department to implement rate increases between April 1, 2022, and July 1, 2025, to raise service providers' rates based on a formula that takes into account the fully funded rate reflected in the rate models that were included in the rate study. This bill would require the department, commencing on July 1, 2025, and every other year thereafter, subject to appropriation and the approval of federal funds, to review and update the rate models, as defined, per the cost inputs available at the time of the review. (Based on 03/21/2024 text)

Location: 04/09/2024 - Assembly APPR.**Current Analysis:** 04/07/24 [A Human Services](#) (text 03/21/24)**Current Text:** 03/21/2024 - Amended[AB 2510](#)[Arambula, D](#)[HTML](#)[PDF](#)**Dental care for people with developmental disabilities.****Bill information**

Summary: The Lanterman Developmental Disabilities Services Act requires the State Department of Developmental Services to contract with regional centers to provide services and supports to individuals with developmental disabilities, including intellectual disabilities and other conditions, and their families. Under current law, the regional centers purchase needed services and supports for individuals with developmental disabilities through approved service providers, or arrange for their provision through other publicly funded agencies. The services and supports to be provided to a regional center consumer are contained in an individual program plan (IPP), which is developed by the planning team according to specified procedures. Current law defines "services and supports for persons with developmental disabilities" to mean specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of an independent, productive, and normal life. Under current law, specialized medical and dental care are included within that definition. Under current law, the determination of which services and supports are necessary for each consumer are made through the IPP process. This bill would require the department, by July 1, 2026, to enter into a contract with a dental school or college in the state that meets certain criteria relating to public status, accreditation, and a demonstrated record of working with regional centers, for the purpose of establishing a statewide program centered in the state's regional centers. (Based on 04/15/2024 text)

Location: 04/23/2024 - Assembly APPR.**Current Analysis:** 04/22/24 [A Higher Education](#) (text 04/15/24)**Current Text:** 04/15/2024 - Amended[AB 3063](#)[McKinnor, D](#)[HTML](#)[PDF](#)**Pharmacies: compounding.****Bill information****Calendar:** 05/02/24 #126 A-CONSENT CALENDAR 2ND DAY-ASSEMBLY BILLS

Summary: The Pharmacy Law requires the California State Board of Pharmacy to license and regulate the practice of pharmacy by pharmacists and pharmacy corporations in this state. Current law prohibits a pharmacy from compounding sterile drug products unless the pharmacy has obtained a sterile compounding pharmacy license from the board. Current law

requires the compounding of drug preparations by a pharmacy for furnishing, distribution, or use to be consistent with standards established in the pharmacy compounding chapters of the current version of the United States Pharmacopeia-National Formulary, including relevant testing and quality assurance. Current law authorizes the board to adopt regulations to impose additional standards for compounding drug preparations. This bill would, notwithstanding those provisions, specify that compounding does not include reconstitution of a drug pursuant to a manufacturer's directions, the sole act of tablet splitting or crushing, capsule opening, or the addition of a flavoring agent to enhance palatability. (Based on 02/16/2024 text)

Location: 04/24/2024 - Assembly CONSENT CALENDAR
Current Analysis: 04/22/24 [A Appropriations](#) (text 02/16/24)

Current Text: 02/16/2024 - Introduced

SB 1197

Alvarado-Gil, D

HTML

PDF

In-home respite services.

Bill information

Summary: The Lanterman Developmental Disabilities Services Act requires the State Department of Developmental Services to allocate funds to private nonprofit regional centers for the provision of community services and supports for persons with developmental disabilities and their families. Current law permits regional centers to purchase in-home respite services for regional center clients. Current law defines in-home respite services as intermittent or regularly scheduled temporary nonmedical care and supervision provided in the client's own home, for a regional center client who resides with a family member. The Aid to Families with Dependent Children-Foster Care (AFDC-FC) program requires foster care providers to be paid a per-child per-month rate, established by the State Department of Social Services, for the care and supervision of the child placed with the provider. Current law prohibits children who receive both AFDC-FC benefits and regional center services and who reside with a relative, nonrelative extended family member, or specified community care facility that is not vendored by the regional center as a residential facility from being prohibited from receiving in-home respite services. This bill would add children who receive both AFDC-FC benefits and regional center services and who reside with a resource family to the above-described prohibition. The bill would also add Indian children who receive both AFDC-FC benefits and regional center services and who reside with an extended family member, as defined, or a tribally approved home, as defined, to the above-described prohibition. (Based on 04/03/2024 text)

Location: 04/15/2024 - Senate APPR. SUSPENSE FILE
Current Analysis: 04/12/24 [S Appropriations](#) (text 04/03/24)

Current Text: 04/03/2024 - Amended

SB 1281

Menjivar, D

HTML

PDF

Advancing Equity and Access in the Self-Determination Program Act.

Bill information

Summary: The Lanterman Developmental Disabilities Services Act (act) requires the State Department of Developmental Services to contract with regional centers to provide services and supports to individuals with developmental disabilities and their families. Under current law, the regional centers purchase needed services and supports for individuals with developmental disabilities through approved service providers, or arrange for their provision through other publicly funded agencies. The services and supports to be provided to a regional center consumer are contained in an individual program plan (IPP), which is developed by the planning team according to specified procedures. Current law requires the department to establish and implement a statewide Self-Determination Program to provide participants and their families, within an individual budget, increased flexibility and choice, and greater control over decisions, resources, and needed and desired services and supports to implement their IPP, in accordance with prescribed requirements. Current law declares the intent of the Legislature to provide more statewide uniformity and consistency and promote equity in the administrative practices and services of regional centers, consistent with the act. This bill, the Advancing Equity and Access in the Self-Determination Program Act, would require the department,

by January 1, 2026, to establish statewide standardized processes and procedures for the Self-Determination Program, as specified, and to ensure that those processes and procedures are applied consistently by regional centers, and that enrollment is equitable by race, ethnicity, and regional center. (Based on 04/08/2024 text)

Location: 04/15/2024 - Senate APPR. SUSPENSE FILE
Current Analysis: 04/12/24 [S Appropriations](#) (text 04/08/24)

Current Text: 04/08/2024 - Amended

SB 1443

Jones, R

HTML

PDF

California Interagency Council on Homelessness.

Bill information

Summary: Current law requires the Governor to establish the California Interagency Council on Homelessness, and requires the council to, among other things, identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California, and promote systems integration to increase efficiency and effectiveness while focusing on designing systems to address the needs of people experiencing homelessness. Current law sets forth the composition of the council, which includes, among others, the Secretary of Business, Consumer Services, and Housing and the Secretary of California Health and Human Services, who serve as cochairs of the council. This bill would add a representative from the State Council on Developmental Disabilities to the council described above. (Based on 02/16/2024 text)

Location: 04/29/2024 - Senate APPR. SUSPENSE FILE
Current Analysis: 04/26/24 [S Appropriations](#) (text 02/16/24)

Current Text: 02/16/2024 - Introduced

SB 1463

Niello, R

HTML

PDF

Developmental services: Self-Determination Program: Deputy Director of Self-Determination.

Bill information

Summary: Current law requires the State Department of Developmental Services to establish and implement a statewide Self-Determination Program, as defined, that is available in every regional center catchment area to provide participants and their families, within an individual budget, increased flexibility and choice, and greater control over decisions, resources, and needed and desired services and supports to implement their individual program plan (IPP). This bill would require the Governor to appoint, subject to confirmation by the Senate, a Deputy Director of Self-Determination, responsible for overseeing the successful implementation and operation of the program. (Based on 02/16/2024 text)

Location: 04/15/2024 - Senate APPR. SUSPENSE FILE
Current Analysis: 04/12/24 [S Appropriations](#) (text 02/16/24)

Current Text: 02/16/2024 - Introduced

Total Measures: 10

Total Tracking Forms: 10

MAYDAY MAYDAY DON'T DELAY!



California State Capitol
10th and L Street, Sacramento, CA
May 21st, 2024 - 10am

Map on Back

**SPEAKERS
10:30**

ACT NOW

**DON'T
DELAY**





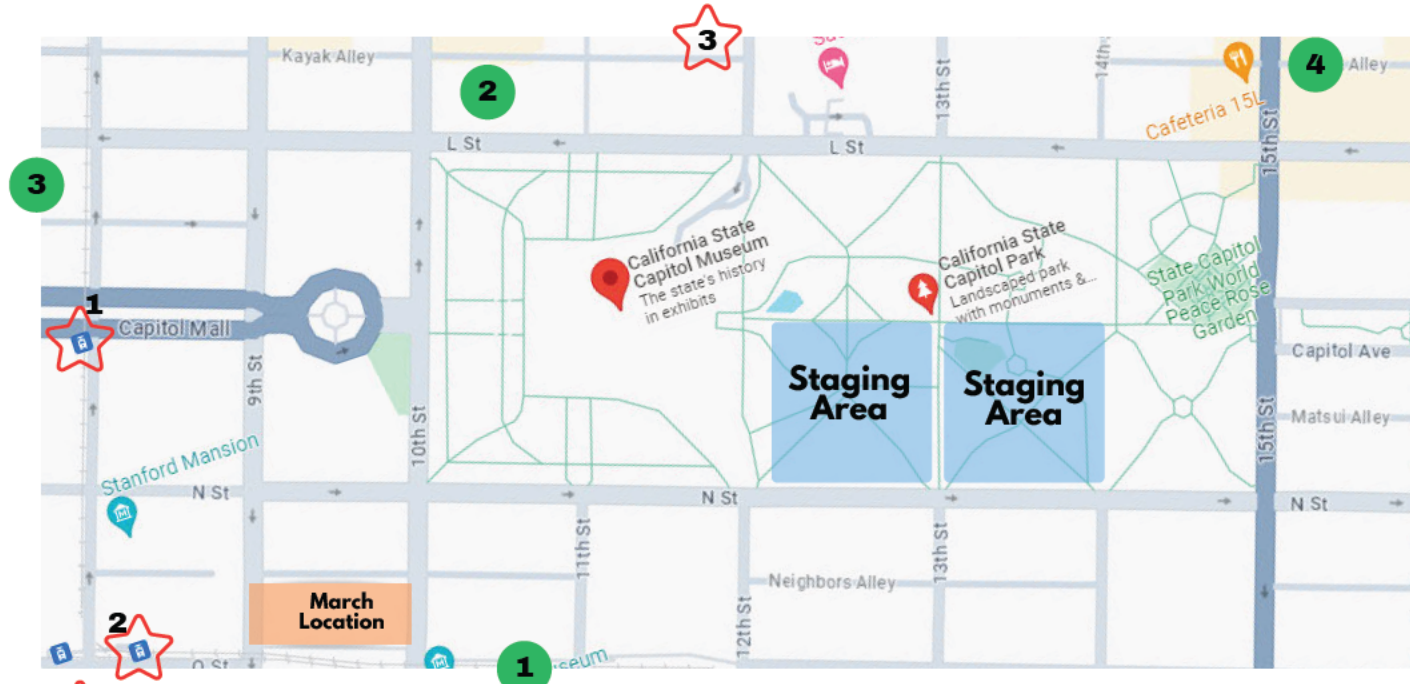
MAYDAY MAYDAY DON'T DELAY



10am Staging will be in Area 27 & 34 - (Highlighted in the Blue)

10:30am - Speakers begin

12:00pm - March to Swing Space (Highlighted in Orange)



Closest Light Rails

- 1 8th & Capitol Station (WB) .4miles**
- 2 8th & o (WB) .5 miles**
- 3 Cathedral Square station (EB) .4miles**

Parking Garage Locations

- 1 DGS Parking Garage (.4miles)**
1500 10th Street, Sacramento, CA
- 2 1000K Street Parking Garage (.3miles)**
1125 10th Street, Sacramento, CA
- 3 S&P Parking Garage (.3miles)**
1209 L Street, Sacramento, CA
- 4 1500 K Street Parking Garage (.5 miles)**
1500 K Street, Sacramento, CA



San Diego-Imperial Counties Developmental Services, Inc.

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

Date: May 7, 2024

To: Members, SDICDSI Personnel Committee
Virginia Bayer
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 14, 2024 at 11:00 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 14, 2024

11:00 A.M. – 12:00 P.M.

AGENDA

1. Call to Order
2. Approval of the March 2024 Meeting Minutes (Enclosure 1)
3. Delinquent Performance Reviews
4. New Hire, Exit, and Turnover Reports (Enclosure 2)
5. Employee Handbook Update/Reproductive Leave
6. Open Enrollment
7. Position Update
8. The Standard
9. Other Business



San Diego-Imperial Counties Developmental Services, Inc.

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

PERSONNEL COMMITTEE MINUTES

March 12, 2024

Members Present: Laura Oakes (Chair), Julie Randolph
Members Absent: Virginia Bayer, James Gonzalez, Kimberly Rucker
Staff Present: Christine Lux-Whiting, 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 were approved.
3. **DELINQUENT EMPLOYEE PERFORMANCE REVIEWS**
There were five performance reviews overdue by 60 days.
4. **NEW HIRE, EXIT AND TURNOVER REPORTS**
For February 2024, there were 18 new hires and 12 departures.
5. **INVESTMENT POLICY STATEMENT**
Securian was acquired by The Standard. Investment Policy Statement was revised, deleting Exhibit B.
6. **HR LEGAL OVERVIEW**
California legal updates were reviewed by Committee.
7. **EQUITIFY TRAINING**
DDS hired EquitiFy to provide mandatory Implicit Bias training. There will be one in-person and six online trainings. Employees who complete the entire series will receive a \$500 stipend.

The meeting was adjourned by Laura Oakes.

Respectfully Submitted,

Christine Lux-Whiting
Director, Human Resources

SAN DIEGO-IMPERIAL COUNTIES DEVELOPMENTAL SERVICES, INC.
EMPLOYEE HANDBOOK ADDENDUM JANUARY 1, 2024

Leave for Reproductive Loss

Employees are eligible for 5 days of leave after 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 5 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 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.

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

<u>DOH</u>	<u>TITLE</u>	<u>UNIT/DEPT</u>
4/30/2024	Administrative Support Assistant	KMSG2
4/22/2024	Administrative Support Assistant	ECSG
4/22/2024	Administrative Support Assistant	KMSG2
4/22/2024	Service Coordinator	Unit 49
4/22/2024	Service Coordinator	Unit 12
4/22/2024	Service Coordinator	Unit 41
4/22/2024	Service Coordinator	Unit 9
4/22/2024	Program Manager	Unit 52
4/22/2024	Service Coordinator	Unit 3
4/15/2024	Service Coordinator	Unit 36
4/15/2024	Service Coordinator	Unit 43
4/15/2024	Administrative Support Assistant	ECSG
4/15/2024	Service Coordinator	Unit 45
4/15/2024	Service Coordinator	Unit 4
4/15/2024	Service Coordinator	Unit 5
4/8/2024	Emergency Mgmt. Coordinator	Comm. Svcs.
4/8/2024	Service Coordinator	Unit 1
4/8/2024	Service Coordinator	Unit 18
4/8/2024	Service Coordinator	Unit 8
4/8/2024	Service Coordinator	Unit 14
4/8/2024	Service Coordinator	Unit 26
4/8/2024	Service Coordinator	Unit 4
4/8/2024	Service Coordinator	Unit 55
4/8/2024	Service Coordinator	Unit 55
4/8/2024	Service Coordinator	Unit 54
4/1/2024	Service Coordinator	Unit 24
4/1/2024	Service Coordinator	Unit 10
4/1/2024	Service Coordinator	Unit 54
4/1/2024	Service Coordinator	Unit 55
4/1/2024	Service Coordinator	Unit 55
4/1/2024	Service Coordinator	Unit 24
4/1/2024	Service Coordinator	Unit 6
3/25/2024	Service Coordinator	Unit 42
3/25/2024	Service Coordinator	Unit 11
3/25/2024	Service Coordinator	Unit 32
3/25/2024	Service Coordinator	Unit 24

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

3/25/2024	Service Coordinator	Unit 48
3/18/2024	Service Coordinator	Unit 8
3/18/2024	Service Coordinator	Unit 22
3/18/2024	Service Coordinator	Unit 20
3/18/2024	Service Coordinator	Unit 46
3/18/2024	Service Coordinator	Unit 49
3/4/2024	Service Coordinator	Unit 4
3/4/2024	Service Coordinator	Unit 32
3/4/2024	Service Coordinator	Unit 49
3/4/2024	Service Coordinator	Unit 10
3/4/2024	Autism Svcs. Coordinator	Clinical Svcs.
2/26/2024	Service Coordinator	Unit 27
2/26/2024	Service Coordinator	Unit 18
2/26/2024	Service Coordinator	Unit 34
2/26/2024	Service Coordinator	Unit 44
2/26/2024	Service Coordinator	Unit 43
2/26/2024	Service Coordinator	Unit 36
2/26/2024	Service Coordinator	Unit 30
2/26/2024	Service Coordinator	Unit 41
2/26/2024	Service Coordinator	Unit 41
2/26/2024	POS SDP Prog. Coord	Business Svcs.
2/20/2024	Fisc. Asst. V	Business Svcs.
2/12/2024	Service Coordinator	Unit 2
2/12/2024	Service Coordinator	Unit 39
2/12/2024	Service Coordinator	Unit 9
2/12/2024	Service Coordinator	Unit 11
2/12/2024	Program Manager	Unit 46
2/12/2024	Service Coordinator	Unit 25
2/12/2024	Service Coordinator	Unit 38
1/29/2024	Service Coordinator	Unit 13
1/29/2024	Service Coordinator	Unit 42
1/29/2024	Service Coordinator	Unit 45
1/29/2024	Service Coordinator	Unit 26
1/22/2024	Service Coordinator	Unit 45
1/22/2024	Service Coordinator	Unit 45
1/22/2024	Service Coordinator	Unit 22
1/22/2024	Service Coordinator	Unit 4

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

1/22/2024	Service Coordinator	Unit 2
1/16/2024	Service Coordinator	Unit 12
1/16/2024	Service Coordinator	Intake
1/16/2024	Service Coordinator	Unit 20
1/16/2024	Service Coordinator	Unit 1
1/16/2024	Service Coordinator	Unit 11
1/16/2024	Service Coordinator	Unit 44
1/16/2024	Service Coordinator	Unit 39
1/8/2024	Nurse Clinician	Clinical Svcs.
1/8/2024	Service Coordinator	Unit 36
1/8/2024	Service Coordinator	Unit 18
1/8/2024	Service Coordinator	Unit 28
1/8/2024	Service Coordinator	Unit 35
1/8/2024	Service Coordinator	Unit 45
1/8/2024	Service Coordinator	Unit 13
1/8/2024	Service Coordinator	Unit 42
1/8/2024	Service Coordinator	Unit 39
1/8/2024	Office Manager	KMSG2
1/8/2024	Service Coordinator	Unit 39
1/8/2024	Administrative Support Assistant	SBSG
1/8/2024	Service Coordinator	Unit 2
1/8/2024	Service Coordinator	Unit 13
1/2/2024	Administrative Support Assistant	Executive
12/18/2023	Service Coordinator	Unit 7
12/18/2023	Application Analyst	IT
12/18/2023	Administrative Support Assistant	KMSG
12/11/2023	Service Coordinator	Unit 34
12/11/2023	Service Coordinator	Unit 42
12/11/2023	Service Coordinator	Unit 36
12/11/2023	Service Coordinator	Unit 39
12/4/2023	Service Coordinator	Unit 46
12/4/2023	Service Coordinator	Unit 39
12/4/2023	Service Coordinator	Unit 24
12/4/2023	Service Coordinator	Unit 40
11/20/2023	Service Coordinator	Unit 13
11/20/2023	Service Coordinator	Unit 35
11/13/2023	Service Coordinator	Unit 20

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

11/13/2023	Service Coordinator	Unit 31
11/13/2023	Service Coordinator	Unit 42
11/6/2023	Service Coordinator	Unit 17
11/6/2023	Social Media & Communications Spec.	Mktg/Communications
11/6/2023	Service Coordinator	Unit 12
11/6/2023	Service Coordinator	Unit 43
11/6/2023	Service Coordinator	Unit 18
11/6/2023	Service Coordinator	Unit 3
11/6/2023	Service Coordinator	Unit 39
10/30/2023	Service Coordinator	Unit 34
10/30/2023	Administrative Support Assistant	CMSG
10/30/2023	Service Coordinator	Unit 34
10/30/2023	Service Coordinator	Unit 34
10/30/2023	Service Coordinator	Unit 4
10/23/2023	Service Coordinator	Unit 24
10/23/2023	Service Coordinator	Unit 46
10/23/2023	Service Coordinator	Unit 43
10/23/2023	Service Coordinator	Intake
10/23/2023	Service Coordinator	Unit 13
10/23/2023	Service Coordinator	Unit 38
10/23/2023	Service Coordinator	Unit 43
10/16/2023	Service Coordinator	Unit 5
10/16/2023	Service Coordinator	Unit 14
10/16/2023	Service Coordinator	Unit 34
10/16/2023	Service Coordinator	Unit 23
10/16/2023	Service Coordinator	Unit 15
10/16/2023	Service Coordinator	Unit 44
10/16/2023	Service Coordinator	Unit 46
10/2/2023	Office Assistant V	Business Svcs.
10/2/2023	Service Coordinator	Unit 24
10/2/2023	Service Coordinator	Unit 19
10/2/2023	Legal Admin. Assistant	Executive
10/2/2023	Service Coordinator	Unit 36
10/2/2023	Service Coordinator	Unit 13
9/25/2023	Service Coordinator	Unit 39
9/18/2023	Behavior Specialist	Clinical Svcs.
9/18/2023	Service Coordinator	Unit 26

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

9/18/2023	Service Coordinator	Unit 34
9/18/2023	Service Coordinator	Unit 26
9/18/2023	Administrative Support Assistant	SBSG
9/18/2023	Service Coordinator	Unit 8
9/18/2023	Service Coordinator	Unit 35
9/18/2023	Service Coordinator	Unit 4
8/28/2023	Administrative Support Assistant	Imp. SG
8/28/2023	Service Coordinator	Unit 16
8/28/2023	Service Coordinator	Unit 21
8/28/2023	Service Coordinator	Unit 7
8/28/2023	Service Coordinator	Unit 7
8/14/2023	Systems Support Specialist	IT
8/14/2023	Staff Psychologist	Clinical Svcs.
8/14/2023	Service Coordinator	Unit 41
8/7/2023	Service Coordinator	Unit 6
8/7/2023	Service Coordinator	Unit 27
8/7/2023	Service Coordinator	Unit 4
8/7/2023	Administrative Support Assistant	ISG
8/7/2023	Administrative Support Assistant	KMSG
8/7/2023	Service Coordinator	Unit 16
8/7/2023	Service Coordinator	Unit 45
8/7/2023	Service Coordinator	Unit 35
8/7/2023	Service Coordinator	Unit 9
8/7/2023	Administrative Support Assistant	ISG1
8/7/2023	Administrative Support Assistant	CMSG
7/31/2023	CPP Beh.Spec.	Unit 10
7/31/2023	Service Coordinator	Unit 12
7/31/2023	Service Coordinator	Unit 32
7/31/2023	Service Coordinator	Unit 12
7/31/2023	Service Coordinator	Unit 31
7/31/2023	Service Coordinator	Unit 18
7/31/2023	Service Coordinator	Unit 1
7/31/2023	Fisc. Asst. V	Business Svcs.
7/24/2023	CPP Beh.Spec.	Unit 10
7/17/2023	Service Coordinator	Unit 6
7/17/2023	Service Coordinator	Unit 39
7/17/2023	Service Coordinator	Unit 31

SD-ICDSI NEW HIRE REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

7/17/2023	Service Coordinator	Unit 4
7/17/2023	Service Coordinator	Unit 44
7/10/2023	Service Coordinator	Unit 15
7/10/2023	Service Coordinator	Unit 16
7/10/2023	Nurse Clinician	Clinical Svcs.
7/10/2023	Service Coordinator	Unit 31
7/10/2023	Service Coordinator	Unit 28
7/10/2023	Service Coordinator	Unit 25
7/10/2023	Service Coordinator	Unit 10
7/10/2023	Service Coordinator	Unit 6

SD-ICDSI EXIT REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

<u>DOT</u>	<u>TERM REASON</u>	<u>DOH</u>	<u>LENGTH OF SERVICE</u>	<u>TITLE</u>	<u>UNIT/DEPT</u>
4/26/2024	Moving	1/30/2023	1 year, 3 months	SC	Unit 19
4/26/2024	Moving out of state	7/2/2018	5 years, 9 months	SC	Unit 20
4/16/2024	Another job	8/15/2016	7 years, 8 months	SC	Unit 32
4/11/2024	Another job	3/11/2013	11 years, 1 month	SC	Unit 12
4/11/2024	Personal	8/22/2022	1 year, 7 months	SC	Unit 20
██████	██████	██████	██████	██████	██████
4/4/2024	Retirement	3/20/1989	35 years, 0 months	SC	Unit 48
3/29/2024	Personal	3/11/2013	11 years, 0 months	SC	Personal
3/29/2024	Another job	3/23/2020	4 years, 0 months	SC	Com. Svcs.
3/29/2024	Retirement	4/11/2005	18 years, 11 months	SC	Unit 8
3/28/2024	Personal	11/6/2023	0 years, 4 months	SC	Unit 30
3/21/2024	Another job	5/27/2008	15 years, 10 months	SC	DEIA
3/20/2024	Personal	2/26/2024	3 weeks	SC	Unit 18
3/15/2024	Another job	3/1/2022	2 years, 0 months	SC	Unit 30
3/15/2024	Another job	8/15/2022	1 year, 7 months	ASA	ECSG
3/1/2024	Another job	5/8/2023	0 years, 10 months	SC	Unit 44
2/29/2024	Retirement	11/17/1997	26 years, 3 months	DCS	CS
2/29/2024	Retirement	10/30/2000	23 years, 4 months	SC	Unit 20
2/28/2024	Personal	1/22/2024	0 years, 1 month	SC	Unit 22
2/15/2024	Moving	3/1/2021	2 years, 11 months	CPP QA	Unit 10
2/15/2024	Another job	6/27/2022	1 year, 7 months	SC	Unit 48
2/15/2024	Another job	8/7/2023	0 years, 6 months	SC	KMSG
2/9/2024	Moving	1/10/2022	2 years, 1 month	SC	Unit 47
2/8/2024	Moving	2/8/2021	3 years, 0 months	SC	Unit 25
2/8/2024	Another job	7/19/2021	2 years, 6 months	SC	Unit 4
2/7/2024	Personal	1/16/2024	2 weeks	SC	Unit 12
2/6/2024	Moving	6/13/2022	1 year, 8 months	SC	Unit 30
██████	██████	██████	██████	██████	██████
1/31/2024	Retirement	8/29/2011	12 years, 5 months	SC	Unit 26
1/31/2024	Personal	7/31/2023	0 years, 6 months	SC	Unit 1
1/25/2024	Another job	9/13/2021	2 years, 4 months	SC	Unit 14
1/25/2024	Another job	9/20/2021	2 years, 4 months	SC	Unit 36
1/16/2024	School	8/22/2022	1 year, 5 months	SC	Unit 36
1/5/2024	Another job	10/23/2023	0 years, 2 months	SC	Unit 24
1/1/2024	Deceased	9/3/2002	21 years, 4 months	SC	Unit 8
12/29/2023	Another job	3/13/2017	6 years, 9 months	PM	Unit 10
12/28/2023	Personal	7/31/2023	0 years, 5 months	SC	Unit 1

SD-ICDSI EXIT REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

<u>DOT</u>	<u>TERM REASON</u>	<u>DOH</u>	<u>LENGTH OF SERVICE</u>	<u>TITLE</u>	<u>UNIT/DEPT</u>
12/11/2023	Another job	5/23/2022	1 year, 7 months	SC	Unit 16
████████	████████	████████	████████	████████	████████
11/30/2023	Another job	6/12/2023	0 years, 5 months	SC	Unit 11
11/27/2023	Personal	8/7/2023	0 years, 3 months	ASA	NISG
11/24/2023	Personal	5/8/2023	0 years, 6 months	SC	Unit 26
11/21/2023	Another job	5/16/2022	1 year, 6 months	SC	Unit 6
11/21/2023	Another job	10/24/2022	1 year, 1 month	PM	Unit 1
11/17/2023	Another job	6/13/2022	1 year, 5 months	SC	Unit 35
11/14/2023	Another job	10/11/2021	2 years, 1 month	OM	ECSG
11/10/2023	Personal	10/23/2023	2 weeks	SC	Unit 46
11/10/2023	Another job	6/27/2022	1 year, 4 months	SC	Unit 36
11/10/2023	Moving	3/21/2022	1 year, 7 months	SC	Unit 16
11/10/2023	Personal	2/13/2023	0 years, 8 months	SC	Unit 40
11/3/2023	Moving	4/17/2023	0 years, 6 months	SC	Unit 7
11/2/2023	Personal	10/23/2023	9 days	SC	Unit 43
10/31/2023	Personal	7/31/2023	0 years, 3 months	SC	Unit 12
10/31/2023	Personal	1/4/2010	13 years, 9 months	SC	Unit 15
10/31/2023	Personal	10/1/2018	5 years, 1 months	SC	Unit 3
████████	████████	████████	████████	████████	████████
10/19/2023	Another job	8/7/2023	0 years, 2 months	SC	Unit 45
10/11/2023	School	5/2/2022	1 year, 6 months	SC	Unit 25
10/10/2023	Another job	3/13/2023	0 years, 6 months	SC	Unit 1
████████	████████	████████	████████	████████	████████
10/4/2023	Another job	6/3/2019	4 years, 4 months	SC	Unit 37
9/21/2023	Moving	10/28/2019	3 years, 11 months	SC	Unit 13
9/15/2023	Personal	10/24/2022	0 years, 11 months	SC	Unit 24
9/14/2023	Personal	8/16/2021	2 years, 1 month	SC	Unit 24
9/12/2023	Moving	6/7/2021	2 years, 3 months	SC	Unit 36
9/12/2023	Personal	9/16/2019	5 years, 0 months	SC	Unit 32
9/12/2023	Personal	8/7/2023	0 years, 1 month	SC	Unit 4
████████	████████	████████	████████	████████	████████
9/11/2023	Personal	3/11/2019	0 years, 9 months	SC	Unit 4
9/8/2023	Another job	3/11/2019	4 years, 5 months	Rev. Coord	Bus. Svcs.
9/8/2023	Another job	11/28/2016	6 years, 8 months	SC	Unit 4
9/6/2023	Personal	3/14/2022	1 year 5 months	SC	Unit 15
8/22/2023	School	7/11/2022	1 year, 1 month	HCBS	Com. Svcs.
8/9/2023	Another job	4/24/2023	0 years, 4 months	SC	Unit 34

SD-ICDSI EXIT REPORT

Enclosure 2

July 1, 2023 - June 30, 2024

<u>DOT</u>	<u>TERM REASON</u>	<u>DOH</u>	<u>LENGTH OF SERVICE</u>	<u>TITLE</u>	<u>UNIT/DEPT</u>
8/8/2023	Personal	8/7/2023	1 day	SC	Unit 9
8/3/2023	Another job	3/28/2022	1 year, 4 months	DIS	CRSG
8/2/2023	Another job	3/13/2023	0 years, 5 months	SC	Unit 13
8/1/2023	Personal	7/10/2023	0 years, 1 month	SC	Unit 48
8/1/2023	Moving	7/11/2022	1 year, 1 month	SC	Unit 16
7/28/2023	Retirement	2/28/2005	18 years, 4 months	SC	Unit 9
7/27/2023	Another job	1/3/2022	1 year, 6 months	SC	Unit 13
7/25/2023	School	9/13/2021	1 year, 10 months	SC	Unit 16
7/25/2023	Personal	4/24/2023	0 years, 3 months	SC	Unit 34
7/21/2023	Personal	8/29/2022	0 years, 10 months	SC	Unit 4
7/13/2023	Moving	10/4/2021	1 year, 9 months	SC	Unit 35
7/7/2023	Another job	8/14/2013	9 years, 11 months	OM	NCSG
7/5/2023	Personal	7/5/2023	0 years, 1 months	SC	Unit 44

SD-ICDSI TURNOVER REPORT
July 1, 2023 - June 30, 2024

	Average Number of Employees	New Job, School, Personal, Other	Moved, Retirement, Death	Total Number of Departures	Year to Date Turnover %
July	789	6	2	8	
August	800	6	1	7	
September	801	9	2	11	
October	814	9	0	9	
November	814	11	2	13	
December	838	4	0	4	
January	838	5	2	7	
February	849	6	6	12	
March	857	6	6	12	
April	885	4	3	9	
May					
June					
Totals	829	66	24	92	11.1%



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

May 1st, 2024

To: Members, SDICDSI Client Advisory Committee

Timothy Riemann

Kim Rucker

Elmo Dill

Mark Uyeda

From: Erik Rascon, Chair

Re: May 14th, 2024: Client Advisory Committee Meeting

There will be a meeting of the Client Advisory Committee held at **11:00am on Tuesday May 14th, 2024; location at Ruffin Road Office Conference 203.**

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 (Tim)
 - c. Imperial Valley (Peter and Eric)
 - d. Arc (contact to be determined)
 - e. HGH (contact to be determined)
5. Update on San Diego People First: Viri
6. People First Conference 2024 planning meeting (San Diego)
7. CAC-SDRC Website
 - a. Update on website links/info
 - b. Zoom link now has the option for attendees to register
8. ARCA CAC update-Viri
9. NCI Survey-Robin

10.Conferences: CAC would like to discuss SDRC Funding process

11.Other

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



CLIENT ADVISORY COMMITTEE (CAC) MINUTES

April 9th, 2024 (Imperial Valley Office)

Members Present: Erik Rascon, Timothy Riemann, Elmo Dill, Mark Uyeda

Staff Present: Robin Bello, Kate Kinnamont, Viri Salgado

**Community
Participants:** None in attendance

Call to Order: Erik Rascon, CAC Chair, called the meeting to order at 10:50am.

Approval of March 12th, 2024 minutes: Members voted to approve minutes as is.

Update on Local Self Advocacy Groups:

- a. St. Mad's: St. Mad's did not attend
- b. Noah Homes (Tim): Tim had no current updates
- c. The CAC sent invites to following self-advocacy groups: The CAC will continue to invite advocacy groups from Arc .

Update on San Diego People's First Self-Advocacy:

- Imperial Valley People's First Conference: Was held on March 16th and was a great success. Erik reported there was a good turnout, the keynote speaker was fun, and people enjoyed themselves. Good Job Team!
- San Diego People First: Monthly meetings are the 3rd Friday of every month at 2pm (via zoom and in-person). Viri will continue to provide the team with flyers and discuss the monthly meeting objectives. CAC discussed what member will attend the monthly meetings (This agenda item will carry over to the next meeting for additional discussion).
- San Diego People First Conference: June 7-8th at Marriot in Mission Valley. CAC discussed how we need to be present at this conference; volunteering, resource table, and presentations are all options-planning meetings are the 2nd Monday of each month at 1pm via zoom; Elmo discussed the possibility of joining via zoom. SDRC can cover conference registration costs/fees; speak to your SCs about this.

ARCA CAC: Viri presented her role at the ARCA CAC meetings that she has been attending monthly (See attachment in board packet).

Leading the Charge Conference: Was held on March 28th, 830am at Double Tree-Mission Valley. It was great success. Viri was honored with an award and gave a great speech.

Grassroots Day: Was held on April 4th, 2024 in Sacramento. Elmo attended along with other SDRC Staff. Elmo reported to the CAC that he spoke to several policy makers about SDRC services and how these services have helped him, and many other clients live an independent life. Elmo stated more people need to attend Grassroots Days, and other events so the community knows how important SDRC services are to the all the clients Elmo stated he expressed to the law makers that cutting SDRC services would impact thousands of people's lives, their jobs and their independence.

Update on SDRC Website and CAC link/info: Pamela and her team keep CAC updated on the progress, and info will include:

- Date of CAC meeting and link to register/attend
- Access to Meeting Minutes
- Picture of the CAC
- Links to People First Conference Info
- Links to other resources such as conferences, voter right info, NCI info

Next meeting will be May 14th, 2024 at Ruffin Road

Meeting adjourned at 11:30am

cc: David Hadacek, SDICDSI Chair
Mark Klaus

ARCA Client Advisory Committee



What is ARCA?

ARCA is directed by the guidance of the Board of Directors.

- Each Regional Center is represented by a member of their board of directors and their executive director.
- The mission of ARCA is to promote, support, and advance regional centers in providing community-based services that enable individuals with developmental disabilities to achieve their full potential and highest level of self-sufficiency.

There are 21 Regional Centers

ARCA is made up 50 percent advocates employed and 50 percent board members who volunteer their time to serve.



ARCA CAC REPRESENTATIVE

Role on the ARCA CAC includes participation in meetings and providing information on the activities of SDRC.

ARCA CAC REPRESENTATIVE

Time commitment is usually 1 hour a month but if the committee is engaged in a special project, such as doing a webinar, it might be more time in additional meetings.

ARCA CAC REPRESENTATIVE

Contribution consists of letting ARCA and the CAC know if there are issues that the regional center's CAC are concerned about and assisting with discussions related to statewide projects.

ARCA CAC REPRESENTATIVE

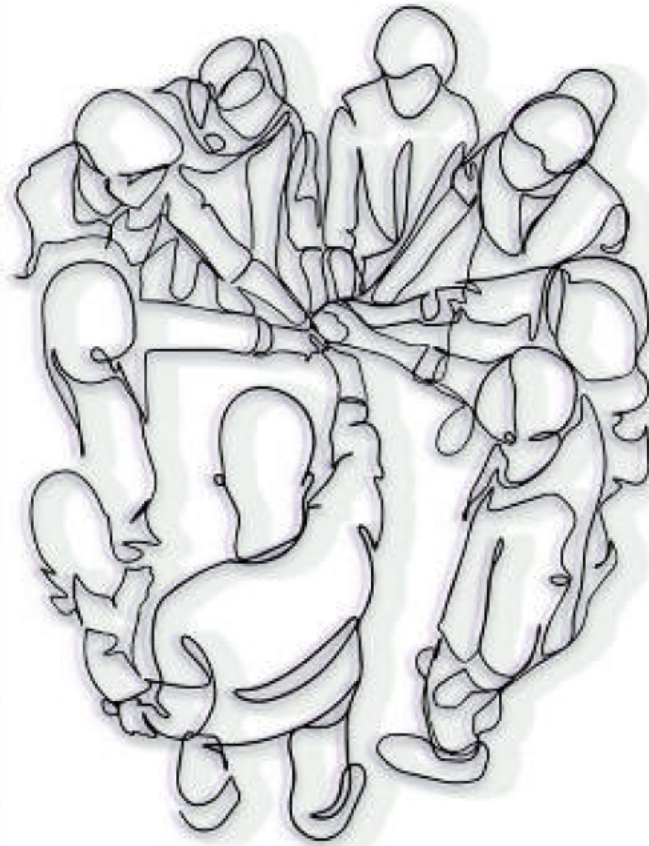
The goal is to bring back to SDRC and the CAC gathered Information that is shared from ARCA and other regional centers during the monthly meetings

ARCA CAC REPRESENTATIVE

There are no ARCA By-Laws that restrict my participation unless I was interested in being the Chair of the ARCA CAC. Regional center employees are not eligible to be the Chair of the ARCA CAC.

ARCA Grassroots Day

- ARCA organizes an annual Grassroots Day where regional center representatives can meet with state senators and assembly members to discuss obstacles and issues pertaining to regional center services.
- Regional Centers across the state oversee scheduling activities through the assistance of ARCA.
- Each Regional Center decides who goes to ARCA Grassroots Day and it's a collaboration of staff, parents and vendors.
- Grassroots Day provides regional centers an opportunity to advocate for the rights of individuals with developmental disabilities. We can meet face to face with those who can have a direct impact on budget dollars. And we can discuss the importance of the supports and services that enable full community inclusion of our Consumers.



- Grassroots Day provides an opportunities to advocate for improving our intellectual and developmental disability support system.
- It creates powerful advocacy by bringing together self-advocates, family-advocates, Regional Center staff, and service providers to form a united voice to push forward better funding, breaking down barriers to service accessibility, and driving health equity.
- Their mission is to provide quality services and supports that empower people with intellectual and developmental disabilities to live meaningful lives as valued community members.



Thank You!

Viri Salgado

viridiana.salgado@sdr.org

**San Diego Regional Center Upcoming Trainings
May, June and July 2024**

May 2024

SDRC Staff			
Mon	5/6/24	10:00 – 11:00 AM	CalAble Program (SDRC Staff) (SDRC Ruffin Road)
Tues - Thurs	5/7 – 9/24	8:00 AM – 4:00 PM	Client Services Orientation (SDRC Staff) (SDRC Ruffin Road)
Wed	5/8/24	10:00 – 11:00 AM	Time to Remember Ceremony (SDRC Staff) (SDRC Ruffin Road)
Tues	5/14/24	10:00 AM - 12:00 PM	SIR Update (SDRC Staff) (webinar)
Thurs	5/23/24	2:00 - 3:00 AM	Time to Remember Ceremony (SDRC Staff) (SDRC Santee)
Public			
Thurs	5/2/24	10:00 AM – 3:00 PM	Self-Determination (Public) (Joya Kitchen)
	5/7/24		NISER SELPA Community Partner Fair (Public) (1275 Main Street Ramona)
Wed	5/8/24		Strong Hearted Native Women’s’ Coalition (Public) (webinar)
Thurs	5/9/24		GUHSD Transition Resource Fair (Public) (SDRC Imperial)
Thurs	5/9/24		Jay’s Program Employer Social Marketing (Public) (5520 Overland San Diego)
Thurs	5/9/24	8:30 AM – 3:00 PM	SDP Information Session (Self-Determination Program) (SDRC Imperial)
Wed	5/15/24		Yechesh Pashow-Protecting Our Hearts (Public) (webinar)
Sun	5/19/24		Miracle Babies 5k (Public) (Liberty Station)
Mon	5/20/24	10:30 AM – 12:30 PM	SDP Presentation) (Self-Determination Program) (Ballard Center)
Wed	5/22/24		Department of Rehabilitation) (Public) (webinar)
	5/29/24		EFRC (Public) (webinar)
Providers			
Thurs	5/2/24	2:00 – 3:00 PM	Vendor Roundtable (Service Providers) (zoom)
Thurs	5/7/24	3:30 – 4:30	Financial Management Services (Service Providers)

**San Diego Regional Center Upcoming Trainings
May, June and July 2024**

		PM	(zoom)
Tues	5/7/24	2:00 – 3:00 PM	Residential 101 (Service Providers) (zoom)
Tues	5/14/24	2:00 – 3:00 PM	Compliance (Service Providers) (zoom)
Tues	5/21/24	2:00 – 3:30 PM	Independent Facilitator (Service Providers) (zoom)
Tues	5/21/24	2:00 – 3:00 PM	Reports (Service Providers) (zoom)
Tues	5/28/24	2:00 – 3:00 PM	Residential Compliance (Service Providers) (zoom)

June 2024

SDRC Staff			
Tues	6/11/24	10:00 AM – 12:00 PM	SPI-Infection Control and Bloodborne Pathogens (Case Management) (via webinar)
Public			
Fri - Sat	6/7-8/24	TBD	San Diego People First Conference (Public) (Marriot Mission Valley)
Sat	6/8/24		Latino Book and Family Festival (Public) (Mira Costa College)
Providers			
Tues	6/4/24	2:00 – 3:00 PM	Residential Support Team (Service Providers) (zoom)
Tues	6/11/24	2:00 – 3:00 PM	Documentation and Collaboration (Serve Providers) (zoom)
Tues	6/18/24	2:00 – 3:00 PM	CPP (Service Providers) (zoom)
Tues	6/25/24	2:00 – 3:00 PM	QA and HCDS (Service Providers) (zoom)

**San Diego Regional Center Upcoming Trainings
May, June and July 2024**

July 2024

Providers			
Tues	7/9/24	2:00 – 3:00 PM	Residential 101 (Service Providers) (zoom)
Tues	7/16/24	2:00 – 3:00 PM	Compliance (Service Providers)
Tues	7/23/24	2:00 – 3:00 PM	Reports (Service Providers) (zoom)
Tues	7/30/24	2:00 – 3:00 PM	Residential Compliance (Service Providers) (zoom)
Tues	7/2/24	2:00 – 3:00 PM	SIRs and Med waiver (Service Providers) (zoom)
Public			
Wed	7/10/24	1:00 – 3:00 PM	IDA/DAYC Training for Early Start (ES Staff) (SDRC Carmel Mountain)
SDRC Staff			
Tues	7/9/24	10:00 AM – 12:00 PM	SPI – ILS, SLS Disaster Prep (SDRC Staff) (webinar)