AGENDA

I. WELCOME AND INTRODUCTIONS

II. CONSENT AGENDA **
A. Agenda 4/22/19
B. Minutes of 3/25/19

III. PUBLIC COMMENT
The Board welcomes comment from any person regarding RCEB's service and support to the East Bay community. We request that you complete a speaker card if you wish to address the board. We also request that you limit your statement to no more than 3 minutes. Thank you in advance for your interest.

IV. COMMITTEE REPORTS
A. EXECUTIVE COMMITTEE/PRESIDENT'S REPORT
   Contract Approvals**

B. BUDGET & FINANCE COMMITTEE
   Monthly Status/PEP Report

C. MEMBERSHIP DEVELOPMENT COMMITTEE
   Board Election**
   ByLaw Update Vote**

D. PROVIDER/VENDOR ADVISORY COMMITTEE

E. CONSUMER ADVISORY COMMITTEE

F. DIVERSITY & EQUITY COMMITTEE

Hebert
Hebert

Iyemura

Hebert

Sister Marygrace

Battles

Grimaldi
V. EXECUTIVE DIRECTOR’S REPORT
   ▶ Governor’s Budget/Hearings
   ▶ Rate Study Update
   ▶ Self-Determination

VI. PUBLIC COMMENT

VII. ARCA REPORT
    ▶ ARCA’S Strategic Plan

VIII. CLOSED SESSION – Personnel Issue

IX. ADJOURNMENT

**ACTION ITEM**
RCEB BOARD MEMBERS PRESENT:
Kathy Hebert, President
Lilian Ansari, Vice President
Evangelie Itumura, Treasurer
Nyron Battles, Secretary
Morena Grimaldi, Diversity & Equity Chair
Brian Blaisch
Chloe Page
Frank Paré
Sister Marygrace Puchac, PVAC
Dinah Shapiro
Lisa Soloway
Linda Stevens

ABSENT [excused]:
Gerald Tamayo
Steven Whitgob

STAFF PRESENT:
Lisa Kleinbub, Executive Director
Terri Jones, Director of Human Resources
Lucy Rivello, Director of Health & Behavioral Services
Steve Robinson, Director of Community Services
Lynn Nguyen, Director of Finance & Administration
Ronke Sodipo, Director of Client Services
Evelyn Hoskins, Associate Director of Federal Programs
Elva Osorio-Rodriguez, Associate Director of Children Services
Julie Whiskeyman, Case Manager
Herb Hastings, Consumer Advocate
Michi Toy, Executive Assistant

GUESTS:
April Hope
Vi Ibarra, CCCDDC
Gwen Nash-Butler
Caroline Ortiz

Reneé Perls
Jeri Pietrelli
Carmen Quinones
CALL TO ORDER
Board President, Kathy Hebert called the regularly scheduled meeting of the Regional Center of the East Bay to order at 7:05 p.m.

WELCOME AND INTRODUCTIONS
Self-introductions were made and a quorum was present.

CONSENT AGENDA / MINUTES
M/S/C “The Board moves to approve the April 22, 2019 agenda with a revision under the category of Membership Development. The ByLaw Update is just informational tonight and will be voted on next month.” [Battles/Shapiro] Unanimous

M/S/C “The Board moves to approve the March 25, 2019 minutes as presented.” [Battles/Puchac] Unanimous

PUBLIC COMMENT
Jeri Pietrelli questioned RCEB’s Performance Report for year-end 2018 which was presented at the last board meeting regarding the Annual Earnings figure listed by the Cornell University Disability Status report. This inquiry will be looked into and discussed with Ms. Pietrelli at a later date.

COMMITTEE REPORTS

EXECUTIVE COMMITTEE: Kathy Hebert

CONTRACT APPROVALS
There were no contracts that needed approval this evening.

BUDGET AND FINANCE COMMITTEE
Budget and Finance Report for April 22, 2019 – Evangeline Iyemura

Purchase of Service
Through March 2019, 74% of our fiscal year 2018-19 POS expenditures are in base. At this time, we are projecting a deficit ranging from approximately $3.2M (best case) to $4.5M (worse case) for NON-CPP POS Expenditures. This is an increase of $0.15M (best case) and decrease of $0.16M (worse case) over the previous month’s projections.

Currently, 14 Regional Centers including RCEB are reporting a deficit in their POS projections. Statewide, the projected deficit is at $1M (best case) and a high of $21M (worse case). Overall, the statewide system deficit is decreasing compared to last month’s deficit of $38M at a low projection and $62M at a high projection with more regional centers reporting sufficiencies and
fewer deficits. We continue to project a deficit of $3.9M for CPP POS Expenditures and will work with the Department to request additional CPP funding.

Operations
We continue to report a balanced operations budget for the current FY2018-19. As of March 2019, we have 69% of expenditures in base, which is comparable to last year’s OPS expenditures of 68% at this time.

Cash Flow status & Investment Account
The agency is currently maintaining a stable cash flow. To date, we have been receiving full reimbursement for our claims through February. In January, the Board approved the opening of an investment account for the Liquidity Operating Fund associated with the Agency’s BAHP Bonds which mature on February 1, 2026. In April, we invested $1.2M in 60-days US Treasury Bonds earning interest at a rate of 2.326%.

Audited Financials Statement Submission
RCEB has met our reporting deadline for FY2017-18 Audited Financials sent to the Federal Clearinghouse on 3/30/19.

DDS Audit Schedule
DDS has sent RCEB a notification for an audit of FY 2017-18 & FY2018-19 sometime in January 2020.

Questions were asked by the Board and addressed by Lynn Nguyen.

MEMBERSHIP DEVELOPMENT COMMITTEE: Kathy Hebert
Board Member Nomination
In March, the Membership Development Committee interviewed one board applicant. In following with our Board Bylaws, Section 5.5 Election, Directors shall be elected at the meeting of the Board of Directors of the Corporation following the meeting of the Board at which the Director was nominated. Ms. Hebert nominated that individual this evening and an election will commence at the May board meeting.

Board Election
At our last board meeting in March, Ms. Hebert had nominated four individuals; Teresita DeJesus, Caroline Ortiz, Renée Perls and Carmen Quinones to serve as board members. Therefore, a board election was conducted this evening. The ballots were distributed to the Board members and tallied by Lilian Ansari resulting in a unanimous vote for all the nominees to serve on the board effective this meeting.

ByLaw Update
Ms. Hebert explained the reasoning behind adding additional board members to our Budget & Finance Committee. The rationale was discussed in detail at the Executive Committee meeting
on April 10th and explained to the Board this evening. Therefore, a point (1) new sentence was suggested to be added to our ByLaws on page 19 under Section 8.4 Standing Committees (b) Budget & Finance Committee:

(1) The Budget and Finance Committee shall be comprised of no less than three (3) members of the Board of Directors, one of whom shall be the Treasurer and act as chair of the committee.

The Board will vote on the proposed sentence addition next month.

PROVIDER/VENDOR ADVISORY COMMITTEE [PVAC]: Sister Marygrace Puchac
The PVAC meeting was on April 12th and Sister Marygrace acknowledged Geneva Ziaouré, who provided a clear summary of the rate study which captured the important aspects of each area in particular productivity, wages, benefits and administration.

There was also a well-received presentation titled Mission Impossible: "Controlling the Uncontrollable" from a Bender Insurance Solutions representative. This presentation focused on all details of Worker’s Compensation and proactive preventive approaches to developing a culture of safety in our agencies and work sites by looking at risk management, safety control and prevention programs.

Questions were asked and responded to regarding the ongoing difficulty for clients to achieve IPP goals due to limited available programs.

CONSUMER ADVISORY COMMITTEE [CAC]: Nyron Battles
Mr. Battles summarized the Monday, April 8th CAC meeting. There was a report on Grassroots Day and how the key frustrations of transportation and housing as well as the 8% increase needed for service providers were discussed. The next CAC meeting will be on May 13, 2019.

DIVERSITY and EQUITY COMMITTEE: Morena Grimaldi
Ms. Grimaldi stated that the Diversity & Equity Committee met before the board meeting. They received updates from the different family support groups. There were a couple of events discussed; the Oakley Congreso Familiar Conference on April 27th at the O’Hara Park Middle School, as well as an Asian conference titled “Empowering Asian Families” hosted by Helping Hands East Bay on June 1st at Ways of the Elders in San Leandro. The deadline for Family Home Agencies [FHA’s] application is April 26th.

Also discussed was the Community Resource Development Plan [CRDP] survey for the community to advise what types of supports and services they feel are needed for new program development, as DDS will direct some funding for the development of these services. The deadline to provide your input is April 30th. [https://www.rcfb.org/carousel/survey-deadline-april-30th](https://www.rcfb.org/carousel/survey-deadline-april-30th)
Detailed minutes of our monthly meetings are available on the Diversity & Equity page of our website [https://www.rceb.org/pod/agenda-minutes](https://www.rceb.org/pod/agenda-minutes). The next Diversity & Equity meeting will be on May 20, 2019 in San Leandro at 6pm.

**EXECUTIVE DIRECTOR’S REPORT:** Lisa Kleinbub, Executive Director

**Governor’s Budget**

Next month we will have more information on where we are in terms of the budget when the May Revise is available, likely on May 13th. This will be followed by many hearings in a very rapid fashion as the budget needs to be passed by the Legislature by June 15th. Today was the deadline for DDS to send a rate study roadmap to the legislators. On the day that the Assembly was having their budget hearing, the rate study was not available. Therefore, DDS was told that they needed to provide that roadmap which will indicate what should be prioritized this year to implement at least some portion of the rate study. There continues to be an 8% increase asked for service providers in July to sustain them for the next year while the rate study is being implemented. No one believes that the rate study will be implemented by July 1st. We will await DDS’s report as well as the final study from Burns & Associates, Inc., due on May 1st. That should incorporate some of the feedback they receive.

Ms. Kleinbub stated that our provider community was amazing in terms of their analysis of and focus on accurate feedback on the rate study. She is hearing similar reports across the State about local advisory committees. The providers collaborated on what was positive about the rate study as well as identified where the problems were and what assumptions were made that were incorrect. One of the major incorrect assumptions made was under employee categories where some workers were seen as “aides” instead of persons with more skills such as teachers, educators, and behavioral support personnel. As there are many flaws in the rate study, we will continue to make comments until we see it implemented in a way that can sustain our system or until something else needs to be done. Without sustainable rates, the Lanterman Act’s promise cannot be fulfilled. This is the promise that states that people with developmental disabilities in California are entitled to services.

On May 9th the State Senate will also have a separate hearing on the rate study. Their budget hearing on May 2nd will focus on items not related to the rate study. Questions were asked by the board and addressed by Ms. Kleinbub.

**Community Resource Development Plan (CRDP)**

Ms. Grimaldi reported on the CRDP survey in her Diversity & Equity meeting summary. We are asking for ideas where we should ask DDS for money for start-up of new programs. There are overall priorities in all crisis services, emergency types of services and for underserved populations. To make our request to DDS, we use the information from this survey; information that is gathered from our POS diversity meetings as well as input from case managers and crisis staff who know what the issues are on a day-to-day basis. Last year we requested and received funding for multi-family housing, behavioral respite and Enhanced Behavioral Support Homes [EBSH] but we also had funding requests for 8-10 additional projects. DDS prioritizes among all
the regional centers on what they will fund, as there is not enough funding for all the needs across the State. The survey is on our website: https://www.rceb.org/carousel/survey-deadline-april-30th.

Anka Behavioral Health, Inc.
Ms. Kleinbub spoke about the current situation with Anka Behavioral Health, Inc., a major provider in California. They provide services to individuals with a forensic history [involvement with the court system] as well as to our more severe behavioral consumers. Anka informed us that they will cease to provide Intellectual Developmental Disability [IDD] services in this State. This will affect RCEB’s adult crisis home and four other homes and day services that we have contracts with through Anka. They are a large provider and had been responding to our request-for-proposals for new services up until last year. This decision will impact ten regional centers across California. Anka gave us approximately a 60-day notice of their closure and we are working with DDS on this as we may not have the resources to serve the 45 RCEB consumers affected. One of the homes is owned by the Housing Consortium of the East Bay [HCEB], so we know that at least that property is secured. Ms. Kleinbub added that it has been discouraging because they had been offered opportunities to look at health & safety waivers at these homes, but they did not opt for those plans. Although we have had homes in the past that informed us of pending closures, they partnered with us to work on judiciously planned transitions.

This situation will be a challenge for both our Community and Consumer Services Divisions as these clients have serious needs for support in the community.

Questions and concerns were raised by the Board and addressed by Ms. Kleinbub.

Self-Determination
Ms. Kleinbub stated that we are moving forward with the self-determination trainings starting at the end of April. There are two orientations for self-determination participants currently scheduled. Others will be calendared soon. RCEB’s total number of individuals selected was 153, but we are finding out that a number of selected people are no longer interested in moving forward with the Self-Determination program. Therefore, we are anticipating that in the next fiscal year DDS will decide on how those who were on the list but not selected [siblings and spouses among others] will be drawn again and selected in order to continue with 153 people in the pilot program.

Autism Awareness Month
Starting on April 2nd and throughout the month of April, the San Leandro Police Department scheduled several fundraising activities for autism awareness month and took that opportunity to register those individuals in their DD database. Proceeds will be donated to our Helping Hand Fund.

Autism Speaks had their annual fundraiser Walk on April 14th, and also had a table at the Autism Awareness Day Oakland A’s game on the 20th.
PUBLIC COMMENT

Kathy Hebert for Sandi Soliday, Alameda County Developmental Disabilities Council [ACDDC]
Thank you to all the RCEB staff who volunteered at the 2019 Alameda County Transition Faire on March 23rd, we couldn’t have done it without you! We were fortunate to have a sunny day and full workshops.

April 25: Our next Transition Team meeting is scheduled for this Thursday, April 25th from 3:30 to 5 pm at RCEB.

April 26: The East Bay Employment Task Force meeting is from 10 am - 12 pm at the Concord RCEB office.

April 26: The Health & Wellness Committee meeting is also scheduled the same day but from 2 to 4 pm at the Oakland Public Health Department.

May 1: The next EBLC meeting is scheduled at the Oakland Public Health Department Office.

May 8: The next Alameda County DD Council meeting is from 9:30 am - 12 pm at the Public Health Department. We will explore social isolation issues in our community.

June 6: The 30th Annual Awards Dinner is scheduled for Thursday, June 6th at Zio Fraedo’s in Pleasant Hill. Invitations will be available soon. Mark your calendars!

The Schreiber Center will be relocating to the Eastmont Mall in Oakland, probably within two months.

Note: The Public Health Department in Oakland will be moving to the Creekside Plaza, right next door to RCEB. The timeline is unclear, but the lease is up in 2020.

We're recruiting for new members, and are especially interested in self-advocates and family members who are interested in serving on the Alameda County DD Council Board.

Vi Ibarra, Contra Costa County Developmental Disabilities Council [CCDDC]
April 24: This is the next CCCDDC meeting at RCEB/Concord where there will be a presentation by Darin Lounds/Housing Consortium of the East Bay and Mary Eble/North Bay Housing Coalition on Housing Options: California Legacy Homes Program.

April 27: West County Transition and Special Education Transition Fair will be from 10am-12:30pm in Richmond.

May 16: This is the next Contra Costa County Transition Task Force meeting at 3:15 at RCEB/Concord. Over the summer the task force will be working on updating the resource guide.
June 6: This is the DDC yearly awards dinner and the Excellence in Service nomination forms are available. It is really important that we recognize these individuals who have gone above and beyond to enrich the lives of those in our community.

*Kathy Hebert for Sheraden Nicholau, State Council on Developmental Disabilities [SCDD], Bay Area Office*
Starting mid-May, the SCDD grant-funded Get Safe trainings will begin, and registration is open now for self-advocates, family advocates and professionals.

An NCI update: Our office is gearing up for a second mailing of National Core Indicators surveys in early May. Please share this info with families with children under 18 using Regional Center Services, and ask them to watch their mailbox for this important way to contribute to systems change.

April 24: The SCDD Regional Advisory Committee Meeting from 6:30 to 9 pm at SF’s Support for Families. We will have an agenda item covering self-determination updates from the two local committees, as well as member reports, etc.

May 8: Legislative and Public Policy Committee

May 20: Self-Advocates Advisory Committee meeting

May 21: SCDD Council Meeting

June 5/6: Statewide Self-Advocacy Network

June 19: Legislative and Public Policy Committee meeting

Dinah Shapiro informed all that the yearly Creative Growth Fashion Show starts at 4:00pm on April 27th at the Oakland Scottish Rite Center.

**ARCA REPORT:** Lisa Kleinbub
Ms. Kleinbub spoke about ARCA’s Strategic Plan draft for F/Y 2019/20 – 2021/22. This document was sent in the board packet along with ARCA’s write-up of the Background/Analysis/Discussion. ARCA is asking all regional center boards to review the plan by the end of May with feedback on areas that are of concern. This is a high level plan for ARCA to take on advocacy work in the Capitol over the next three years. This plan was developed from October 2018 up to now. There was a great deal of preparation work as they looked at the important issues in the system and what kind of advocacy efforts will be needed moving forward.
The three core areas that they are looking at are:

1. Funding and Sustainability of our system;
2. Inclusive Communities; and
3. Flexible and Sustainable Service Models.

Under each of these categories there are details on what should be done, what kind of support might be given, and what kind of partnerships will be developed. An example would be the inclusive communities where the change would be implemented by pursuing funding for affordable housing and accessing critical resources for individuals with developmental disabilities. There are other areas in term of flexible and sustainable service models, such as pursuing freedom and flexibility for regional centers to support individuals with innovative and creative service models based on the individual’s needs. This would free us from some of the regulatory responsibilities.

Questions were asked and briefly discussed. We will be expecting more feedback at our meeting next month.

MEETING ADJOURNED
The board meeting adjourned at 8:31 p.m.

The next Board Meeting will be at 7:00 PM on May 20, 2019 in San Leandro
The following contracts have been reviewed by Lynn Nguyen, Director, Finance and Administration and Elisabeth Kleinbub, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

<table>
<thead>
<tr>
<th>Purpose of Contract</th>
<th>Consumers Served (if applicable)</th>
<th>Contractor Name</th>
<th>Term of Contract</th>
<th>Rate of Reimbursement</th>
<th>NOTES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>This contract represents an amendment to reflect RCEB CPP start-up funds to contract with a NPO to develop one (1) additional enhanced behavioral support home (EBSH).</td>
<td>One (1) N.STAR run enhanced behavior support home for adolescents (up to 4 clients) One (1) enhanced behavior support home for adults (up to 4 clients)</td>
<td>Brilliant Corners</td>
<td>10/01/18 – 3/31/21</td>
<td>Original Contract: RCEB-SN-18-19-11: $1,500,000 from CPP Funds Amendment to include: RCEB-SN-18-19-1 $800,000 from CPP Funds. (Acquisition $400,000 and Renovation $400,000) Total Amount: $2,300,000</td>
<td>This contract represents an amendment to reflect RCEB CPP start-up funds to contract with a NPO to develop 2 enhanced behavioral support homes. One home will be run by DDS N.STAR. The second home will be run by a service provider to be selected through RCEB’s RFP Process.</td>
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FIRST AMENDMENT TO CPP HOUSING AGREEMENT  
(FY 2018-19)  

BRILLIANT CORNERS  
(RCEB-SN-1819-11; RCEB-1819-1)  

This First Amendment to CPP Housing Agreement (this “Amendment”), dated as of April 22, 2019, is entered into by and between REGIONAL CENTER OF THE EAST BAY, INC., a California nonprofit corporation (“RCEB”) and BRILLIANT CORNERS, a California nonprofit corporation (“Contractor”) in accordance with the following facts:

A. RCEB and Contractor are parties to a CPP Housing Agreement dated as of October 1, 2018 (the “Agreement”). Under the Agreement, Contractor intends to purchase and renovate an N. STAR enhanced behavioral support home (the “First Residence”). The DDS designated identifier for the First Residence is: RCEB-SN-1819-11.

B. The parties desire that Contractor acquire and renovate another enhanced behavioral support home in Alameda or Contra Costa County, California (the “New Residence”). The DDS designated identifier for the New Residence is: RCEB-1819-1.

C. The parties intend to amend the Agreement so that it applies to the New Residence as well as the First Residence.

D. All references below to the “Property” shall mean the New Residence only, unless expressly stated below to the contrary. All references below the “this Agreement” shall mean the Agreement as amended by this Amendment.

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. **Applicability of Agreement.** All of the provisions in the Agreement shall be applicable to the New Residence as well as the First Residence, except as provided below.

2. **Provisions Only Applicable to New Residence.** The paragraph letters and numbers below correspond to the paragraph letters and numbers in the Agreement. All of the paragraphs below apply to the New Residence only, and their corresponding paragraph letters and numbers in the Agreement are inapplicable to the New Residence:

   F. **The Lease.** Once Contractor receives CPP Funds for the Property, Contractor intends to lease the Property to a Service Provider selected by RCEB (a "Service Provider") under a written lease (the “Lease”) in the form selected by Contractor and reasonably approved by RCEB. The Service Provider will provide services to Consumers who will occupy the New Residence. The parties intend that Consumers receiving regional center services who require enhanced behavioral support would otherwise be at risk of admission to a State Department of
Developmental Services-operated facility, an out of state placement, a general acute hospital, an acute psychiatric hospital, or an institution for mental disease (as described in Welfare and Institution Code Section 5900 et seq.).

1. **The CPP Funds: Aggregate and Individual Amounts.** The amount of FY 2018-19 Funds available for Contractor’s acquisition of and renovation to the Properties is shown on Exhibit A attached hereto, which is incorporated herein by this reference. The total maximum aggregate amount of Funds under this Agreement for both the First Residence and the New Residence is Two Million Three Hundred Thousand Dollars ($2,300,000); all of the CPP Funds are from FY 2018-19. Contractor must therefore acquire and complete its renovation to both of the Properties, and submit invoices for payment to RCEB, by March 31, 2021; any unspent funds on such date will revert to the State.

4. **Property Acceptance Agreement; Implementation Plan; Commitment Letter.**

4.2 **Property Acceptance Agreement.** Prior to Contractor’s purchase of the Property and during the inspection period provided in the property purchase agreement, Contractor and RCEB will attempt to reach agreement on the Agreed Rent (defined in Section 16.2 below) for the Property, if feasible. If (1) the Contractor and RCEB reach agreement on the Agreed Rent and (2) RCEB approves the location, condition and other aspects of the Property (including the terms of the Lease, as provided in Paragraph 5 below, and the type of housing to be developed for Consumers), then the parties will sign the Property Acceptance Agreement attached as Exhibit “C” attached hereto (the “Property Acceptance Agreement”), confirming that the Property is subject to the terms and conditions of this Agreement. Only the Property identified in a fully executed Property Acceptance Agreement that references this Agreement is subject to the terms and conditions of this Agreement. In the event Contractor and RCEB are unable to reach an agreement, neither RCEB nor Contractor shall have any further obligation under this Agreement as to the Property and Contractor shall terminate the property purchase agreement.

16. **The Lease.** The parties agree as follows with respect to leasing the Property:

16.1 **Selection of the Tenant.** Contractor acknowledges that, despite its position as landlord under the Lease, Contractor has no right to select the tenant; provided, however that the Service Provider, as tenant, shall possess all required licenses to provide services and be financially capable to carry on its business for the term of the Lease. Contractor acknowledges that RCEB shall have the sole right to select the tenant, the initial consumers and all replacement consumers as residents for the Property. Similarly, RCEB shall have the sole right to assign its interest under each Lease to a new tenant.

16.2 **Amount of Debt Service; Determination of Agreed Rent.** The term “Debt Service” means Contractor’s total monthly repayment obligation for the Loan
encumbering the Property. With respect to the Property, the parties shall comply with the following procedure: (1) as soon as practicable before the expiration of the inspection period under the property purchase agreement for the Property, Contractor shall inform RCEB and of the expected Debt Service for the Property as well as other continuing costs of Property ownership (including but not limited to property insurance, property management fees, property taxes, utilities, reserves, and the cost of maintenance and repairs). The Debt Service and such other expected costs of Property ownership, or any lesser sum so approved by RCEB, is the "Agreed Rent"; (2) RCEB and Contractor shall determine the amount of rent pursuant to the Lease. In the event Contractor informs RCEB in writing that Contractor and RCEB cannot agree to the amount of the Agreed Rent, then the Property shall not be subject to this Agreement or entitled to any CPP Funds and Contractor shall terminate the property purchase agreement.

17. Renovation Work.

17.1 Development/Improvements. Contractor may not make any improvements, alterations, additions or changes (collectively, the "Improvements") to the Property without first procuring the prior written consent of RCEB, which consent shall be requested by Contractor prior to the commencement of the work, and which consent shall not be unreasonably withheld by RCEB; provided, however, it shall be deemed reasonable for RCEB to withhold its consent to any Improvements which adversely affect (i) the structural portions or the systems or equipment of the Property, (ii) the exterior appearance of the Property or (iii) the ability of RCEB's Consumers to use the Property. Notwithstanding the foregoing, Contractor shall not be permitted to make Improvements without RCEB's prior consent, to the extent that such Improvements are (a) decorative only, or relate to the normal repair and maintenance of the Property (e.g., the installation of carpeting, the painting of the walls of the Property, or the basic plumbing, mechanical, HVAC and electrical work) or (b) reasonably related to the existence of an emergency to the extent necessary to maintain the value of the Property and/or the ability to safely permit the continued occupancy thereof by Regional Center's Consumers. Except to the extent permitted by the Funding Approval, RCEB shall have no obligation to pay for the cost of any of the Improvements performed at the Property. Notwithstanding the foregoing, when operation of the Property begins pursuant to the requirements of this Agreement and Consumers have occupied the New Residence, such changes to the Improvements shall be handled pursuant to the Lease.

17.3 Manner of Construction. RCEB may impose, as a condition of its consent to any and all Improvements or repairs of the Property or about the Property, such requirements as RCEB in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Contractor utilize for such purposes only contractors, subcontractors, materials, mechanics and material men mutually approved by the parties. Further, Contractor shall cause the construction contract with its general contractor to provide that (i) all payments will be tied to and based upon the general contractor's performance; (ii) usual and customary conditional and unconditional mechanics' lien releases on progress payments and final payments must
be delivered by the general contractor to Contractor as a condition to its disbursement of progress payments and the final payment and (iii) Contractor will withhold a 10 percent retention, which it shall only disburse to the contractor after the renovation work is completed, a Certificate of Occupancy (or its equivalent) is provided by the local agency (e.g., building inspector), and RCEB has completed its final walk through. RCEB shall have the right to review and approve the terms and conditions of the construction contract between Contractor and its general contractor for all Improvements. Contractor shall include the following statement in each construction contract between Contractor and the general contractor: "Regional Center of the East Bay is a third party beneficiary of all of Contractor's rights under this Contract."

21. Assignment. Contractor shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of RCEB, which may be withheld in its sole and arbitrary discretion. If RCEB consents to an assignment, the assignee shall execute an instrument prepared by RCEB in which the assignee assumes and agrees to be bound by all of the terms and conditions under this Agreement for the express benefit of RCEB. The transfer of control of the ownership of Contractor to any third party shall constitute an assignment which requires RCEB's consent hereunder.

23. Insurance. Contractor agrees to purchase and maintain (or cause to be purchased or maintained), throughout the term of this Agreement, (i) worker's compensation insurance in the amount required by California law but only in the event Contractor has employees in the State of California, (ii) automobile liability insurance, (iii) property & casualty insurance for each Property upon acquisition thereof, equal to the replacement value of the improvements on the Property, with RCEB named as loss payee, and (iv) such other coverage that shall be reasonably requested from time to time by RCEB. In addition, Contractor agrees to purchase and maintain commercial and general liability insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate per each Property, during the period of this Agreement; provided, however, RCEB reserves the right to increase the liability limit under such insurance policy on not more than once during any three year period during the term of this Agreement, based on advice by its insurance broker(s). The commercial general liability insurance shall include endorsements for premises and operations liability and for broad form contractual liability. Insurers who are admitted to do business in the State of California and rated A- and X or higher in the most recent edition of Best Insurance Guide shall issue all insurance policies. All insurance policies (other than the workers' compensation policy) shall be endorsed to name "Regional Center of the East Bay" and "State of California Department of Developmental Services" as additional insureds during the term of this Agreement, and Contractor shall provide to RCEB a true and correct copy of the Named Additional Insured Endorsements on the Effective Date, listing the specific name of the project and the Property address. Each policy of insurance providing coverage required hereunder shall provide that it may not be cancelled or materially modified unless RCEB is provided at least 30 days' prior written notice thereof. Contractor shall also provide to RCEB a Certificate of Insurance annually, which certifies the existence of the insurance required under this Agreement. To the extent these provisions are not
the same as the provisions in the Lease (or Restrictive Covenant, if applicable) regarding insurance, Contractor shall comply with those provisions that most broadly protect RCEB.

3. **Counterparts; Delivery.** This Amendment may be executed in counterparts, each which shall be deemed an original and all of which shall constitute a single instrument. Signed copies of this Amendment delivered by facsimile or electronically (such as PDF) shall be deemed the same as originals.

Executed in San Leandro, California as of the date first written above.

**BRILLIANT CORNERS,**
a California nonprofit organization

By: _____________________________________
    William F. Pickel, Executive Director

**REGIONAL CENTER OF THE EAST BAY, INC.**, a California nonprofit corporation

By: _____________________________________
    Elisabeth Kleinbub, Executive Director

By: _____________________________________
    Steve Robinson,
    Director, Community Services

**Amended Exhibits to Housing Agreement:**

Exhibit A – CPP Acquisition and Renovation Funds (applicable to both Properties)
Exhibit C – Property Acceptance Agreement (applicable to the New Residence only)
EXHIBIT “A” TO CPP HOUSING AGREEMENT
AVAILABLE CPP ACQUISITION AND RENOVATION FUNDS

(FY 2018-19)

<table>
<thead>
<tr>
<th>Project ID</th>
<th>Dev’t Type</th>
<th>Maximum Acquisition Amount</th>
<th>Maximum Renovation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCEB-1819-1</td>
<td>EBSH</td>
<td>$400,000</td>
<td>$400,000</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>Project ID</td>
<td>Dev’t Type</td>
<td>Maximum Funding Amount</td>
<td></td>
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<tr>
<td>RCEB-SN-1819-11</td>
<td>EBSH</td>
<td>$1,500,000</td>
<td></td>
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<tr>
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</tr>
</tbody>
</table>

GRAND TOTAL: $2,300,000
EXHIBIT “C” TO CPP HOUSING AGREEMENT
(FY 2018-19)

FORM OF PROPERTY ACCEPTANCE AGREEMENT
FOR NEW RESIDENCE ONLY
PROPERTY ACCEPTANCE AGREEMENT
(address of property)

This Property Acceptance Agreement, dated for reference purposes as of ________, 20___, is entered into by and between Brilliant Corners, a California nonprofit corporation ("Contractor") and Regional Center of the East Bay, Inc., a California nonprofit corporation ("RCEB"). The parties agree as follows:

1. **The Agreement.** Contractor and RCEB are parties to a Housing Agreement (FY 2018-19) dated as of September 30, 2018, as amended by a First Amendment dated as of April 22, 2019 (collectively, the “Agreement”).

2. **Property Subject to Agreement.** The following property is hereby deemed subject to the terms and conditions of the Agreement: ___________________________ (the “Property”). Contractor will develop the Property as an enhanced behavioral support home.

3. **Effective Date.** The Agreement shall become applicable to the Property on the later of (1) the full execution of this instrument or (2) Contractor’s acquisition of fee title to the Property (the “Effective Date”). If the Effective Date has failed to occur by March 31, 2021, this instrument shall automatically terminate on such later date.

4. **Agreed Rent; Reserve.** The Agreed Rent (as defined in the Agreement) for the Property is $_______ per month and the Reserve (as defined in the Agreement) for the Property is $_______ per month.

5. **Counterparts; Delivery.** This instrument may be executed in counterparts, each which shall be deemed an original and all of which shall constitute one and the same instrument. Signed copies of this instrument delivered by facsimile or electronically in PDF (or similar format) shall be deemed the same as originals.

Executed in San Leandro, California as of the date first written above.

BRILLIANT CORNERS,
a California nonprofit corporation

REGIONAL CENTER OF THE EAST BAY, INC., a California nonprofit corporation

By: ___________________________  By: ___________________________
Name: ___________________________  Name: ___________________________
Title: ___________________________  Title: ___________________________

1155773.3
Regional Center of the East Bay
Contracts for Board Review/Approval

5/14/19
Date submitted to RCEB Board for review

n/a
Date approved by RCEB Board Executive Committee (if applicable)

(5/20/19)
Date approved by RCEB Board

Operations [Blank]

Purchase of Service [X]

The following contracts have been reviewed by Lynn Nguyen, Director, Finance and Administration and Lisa Kleinbub, Executive Director, both of whom recommend approval by the RCEB Board of Directors.

<table>
<thead>
<tr>
<th>Purpose of Contract</th>
<th>Consumers Served (if applicable)</th>
<th>Contractor Name</th>
<th>Term of Contract</th>
<th>Rate of Reimbursement</th>
<th>NOTES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supported Living Services</td>
<td>7 current 15 capacity</td>
<td>A Better Chance SLS  (Contra Costa County)</td>
<td>Effective 7/1/2019. The term of this Contract shall commence on July 1, 2019 and remain in effect through June 30, 2024.</td>
<td>Clients receiving services under this contract have individualized rates based on need. The average monthly rate for this provider is $6305 $6305 x 12 x 15 cap= $1,134,900 annual disbursement</td>
<td>This contract represents the agreement to operate a supported living services agency that is meant to provide the necessary support to allow clients to live in their own home in the community.</td>
</tr>
<tr>
<td>Supported Living Services</td>
<td>2 current</td>
<td>A Bright Future</td>
<td>Effective 7/1/2019.</td>
<td>Clients receiving services under this contract have</td>
<td>This contract represents the agreement to operate a</td>
</tr>
<tr>
<td>Service</td>
<td>Client Receiving Services</td>
<td>County</td>
<td>Current Capacity</td>
<td>New Capacity</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------</td>
<td>--------</td>
<td>-----------------</td>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>Supported Living</td>
<td></td>
<td>Alameda County and CC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/1/2019</td>
<td></td>
<td>10 Current</td>
<td>15 Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult Educational</td>
<td></td>
<td>Alameda County and CC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/1/2019</td>
<td></td>
<td>3 Current</td>
<td>5 Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispersed</td>
<td></td>
<td>Alameda County Only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4/2019</td>
<td></td>
<td>1 Current</td>
<td>2 Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Provider is $12.90/12 x 15 = $325.40. Annual cost is $325.40 x 12 = $3,904.80.

**Community Care Agreement:**

- To live in their own home in the community and to receive support to allow clients to live independent lives based on the client's individual needs.
- The agreement is intended to provide the necessary support to allow clients to live independent lives based on the client's individual needs.

**Supported Living Agreement:**

- To live in their own home in the community and to receive support to allow clients to live independent lives based on the client's individual needs.
- The agreement is intended to provide the necessary support to allow clients to live independent lives based on the client's individual needs.

**Dispersed:**

- To live in their own home in the community and to receive support to allow clients to live independent lives based on the client's individual needs.
- The agreement is intended to provide the necessary support to allow clients to live independent lives based on the client's individual needs.

**Dispersed:**

- To live in their own home in the community and to receive support to allow clients to live independent lives based on the client's individual needs.
- The agreement is intended to provide the necessary support to allow clients to live independent lives based on the client's individual needs.
| Supported Living Services | 7 current 20 capacity | AIMS (Alameda and Contra Costa Counties) | Effective 7/1/2019. The term of this Contract shall commence on July 1, 2019 and remain in effect through June 30, 2024. | Clients receiving services under this contract have individualized rates based on need. The average monthly rate for this provider is $6541  
$6541 x 12 x 20 cap = $1,569,840 annual disbursement | This contract represents the agreement to operate a supported living services agency that is meant to provide the necessary support to allow clients to live in their own home in the community. |
| Supported Living Services | 15 current 20 capacity | Bay Area Support Services (Alameda County) | Effective 7/1/2019. The term of this Contract shall commence on July 1, 2019 and remain in effect through June 30, 2024. | Clients receiving services under this contract have individualized rates based on need. The average monthly rate for this provider is $10,742  
$10,742 x 12 x 20 cap = $2,578,080 annual disbursement | This contract represents the agreement to operate a supported living services agency that is meant to provide the necessary support to allow clients to live in their own home in the community. |
| Supported Living Services | 14 Current 20 capacity | Bay Liberty (Alameda and Contra Costa Counties) | Effective 7/1/2019. The term of this Contract shall commence on July 1, 2019 and remain in effect through June 30, 2024. | Clients receiving services under this contract have individualized rates based on need. The average monthly rate for this provider is $10,191  
$10,191 x 12 x 20 cap = $2,578,080 annual disbursement | This contract represents the agreement to operate a supported living services agency that is meant to provide the necessary support to allow clients to live in their own home in the community. |
<table>
<thead>
<tr>
<th>Services</th>
<th>County</th>
<th>CFP Capacity</th>
<th>7/1/2019 Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supported Living</td>
<td>Alameda and Contra</td>
<td>15 capacity</td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td>Alameda county</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supported Living</td>
<td>Alameda county</td>
<td>15 capacity</td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td>Contra Costa county</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supported Living</td>
<td>Contra Costa county</td>
<td>15 capacity</td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td>Contra Costa county</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
- **Community:**
  - To live in their own home in the community, it is necessary to provide support to allow clients to continue with the community services agency agreement to provide support.
  - The contract represents the community needs.

### Calculation:
- **Provider:**
  - **Disbursement:**
    - $2,564.30/month
    - $30,768/Year
  - **Contract Size:**
    - $8,250/month
  - **Total:**
    - $15,516/Year

### Terms:
- **Effective:**
  - 7/1/2019

### Comments:
- **Contract size based on need:**
  - The contract size is based on the individualized plan based on the client's needs under this contract.
| 15 Capacity Community | The term of this Contract shall commence on July 1, 2019 and remain in effect through June 30, 2024. | **monthly rate for this provider is $21,988** $21,988 x 12 x 30 cap = **$7,915,680 annual disbursement** | necessary support to allow clients to live in their own home in the community. |
EXHIBIT A


Vendored Capacity 15

Hourly Rate- Awake Staff $14.65

Hourly Rate- Overnight Staff $11.69**

($12.88)

SLS Assessment, One time Rate: $583.70

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

**An additional $1.19 added to overnight rate due to calculated adjustment to compensate for 2019 State of California minimum wage law.

*These rates are applied to the SLS/direct care staffing hours within the individualized monthly budget spreadsheets that is authorized for each client served by the agency. Additional non-direct care costs (including administrative costs) and state approved increases are calculated by the individualized monthly budget spreadsheets and added on top of the direct service hour/hourly rate total for each client served. The total dollar volume produced by the individualized monthly budget spreadsheet is then entered by RCEB as a monthly per client rate.
EXHIBIT A

Rate Schedule for: A Bright Future, Inc. – HB0959 – 2019-2024 Contract

<table>
<thead>
<tr>
<th>Vended Capacity</th>
<th>15 consumers</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hourly Rate- Awake Staff</strong></td>
<td>$25.50</td>
</tr>
<tr>
<td><strong>Hourly Rate- Overnight Staff</strong></td>
<td>$19.46</td>
</tr>
<tr>
<td><strong>SLS Assessment, One time Rate:</strong></td>
<td>$583.70</td>
</tr>
</tbody>
</table>

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, emergency services, staff reimbursement, and support coordinator.
EXHIBIT A

Rate Schedule* for: A Diversified Family – HB0125 – 2019-2024 Contract

Vendored Capacity

Hourly Rate- Awake Staff

Hourly Rate- Overnight Staff

SLS Assessment, One time Rate:

$583.70

*$2 added to overnight rate along with 20.09% calculated wage driven benefit to compensate 2016 State of California minimum wage law. Adjustment done in accordance with W&I code 4691.9

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

*These rates are applied to the SLS/direct care staffing hours within the individualized monthly budget spreadsheets that is authorized for each client served by the agency. Additional non-direct care costs (including administrative costs) and state approved increases are calculated by the individualized monthly budget spreadsheets and added on top of the direct service hour/hourly rate total for each client served. The total dollar volume produced by the individualized monthly budget spreadsheet is then entered by RCEB as a monthly per client rate.
EXHIBIT A


Vendored Capacity: 25

Hourly Rate- Awake Staff $13.00 and 26% fringe ($16.38)

Hourly Rate- Overnight Staff $8.00 and 25% fringe** ($12.24)

SLS Assessment, One time Rate: $583.70

**$2 added to overnight rate along with 11.76% calculated wage driven benefit to compensate 2016 State of California minimum wage law. Adjustment done in accordance with W&I code 4691.9

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

*These rates are applied to the SLS/direct care staffing hours within the individualized monthly budget spreadsheets that is authorized for each client served by the agency. Additional non-direct care costs (including administrative costs) and state approved increases are calculated by the individualized monthly budget spreadsheets and added on top of the direct service hour/hourly rate total for each client served. The total dollar volume produced by the individualized monthly budget spreadsheet is then entered by RCEB as a monthly per client rate.
EXHIBIT A

Rate Schedule* for: Alternative Learning Center – HB0326 – 2019-2024

Vendored Capacity: 30

Hourly Rate- Awake Staff $13.39 and 26% fringe ($16.87)

Hourly Rate- Overnight Staff $8.24 and 26% fringe** ($11.00)

SLS Assessment, One time Rate: $583.70

** An additional $0.62 added to overnight rate due to calculated adjustment to compensate for 2018 State of California minimum wage law.

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

*These rates are applied to the SLS/direct care staffing hours within the individualized monthly budget spreadsheets that is authorized for each client served by the agency. Additional non-direct care costs (including administrative costs) and state approved increases are calculated by the individualized monthly budget spreadsheets and added on top of the direct service hour/hourly rate total for each client served. The total dollar volume produced by the individualized monthly budget spreadsheet is then entered by RCEB as a monthly per client rate.
EXHIBIT A


Vendored Capacity  20 consumers

**Hourly Rate- Awake Staff**  $28.89  
**Hourly Rate- Awake Overnight Staff**  $17.83  
**Hourly Rate- Asleep Overnight Staff**  $13.91  
**SLS Assessment, One time Rate:**  $566.70

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, emergency services, staff reimbursement, and support coordinator.
EXHIBIT A

Rate Schedule for: Bay Area Support Services – HB0305 – 2019-2024

Vendored Capacity: 20

Hourly Rate- Awake Staff ($17.67)**
$13.39 and 30% fringe

Hourly Rate- Overnight Staff $(15.45)** & ***
$8.13 and 30% fringe*

SLS Assessment, One time Rate: $583.70

*$1.87 added to overnight rate along with 16.02% calculated wage driven benefit to compensate 2016 State of California minimum wage law. Adjustment done in accordance with W&l code 4691.9

**An additional $0.63 added to overnight rate due to calculated adjustment to compensate for 2017 State of California minimum wage law. An additional $0.65 added to overnight rate due to calculated adjustment to compensate for 2018 State of California minimum wage law. An additional $1.22 added to overnight rate due to calculated adjustment to compensate for 2018 State of California minimum wage law.

*** Bay Area Support Services (BASS) submitted required documents to receive additional compensation for sick leave benefits under AB 1522 that took effect 7/1/2015. Per information provided by BASS, the calculated hourly rate adjustment for each awake and overnight rates are the following:
- Awake rate - $0.26
- Overnight rate - $0.21

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

These rates are applied to the SLS/direct care staffing hours within the individualized monthly budget spreadsheets that is authorized for each client served by the agency. Additional non-direct care costs (including administrative costs) and state approved increases are calculated by the individualized monthly budget spreadsheets and added on top of the direct service hour/hourly rate total for each client served. The total dollar volume produced by the individualized monthly budget spreadsheet is then entered by RCEB as a monthly per client rate.
EXHIBIT A

Rate Schedule for: Bay Liberty – HB0926 – 2019-2024 Contract

Vendored Capacity 20 consumers

Hourly Rate- Awake Staff $25.50
Hourly Rate- Overnight Staff $20.33
SLS Assessment, One time Rate: $583.70

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, emergency services, staff reimbursement, and support coordinator.
EXHIBIT A

Rate Schedule for: Bertha Izaleee Matella LLC – HB1145 - 2019-2024 Contract

Vendored Capacity 15 consumers

Hourly Rate- Awake Staff $28.89
Hourly Rate- Awake Overnight Staff $17.83
Hourly Rate- Asleep Overnight Staff $13.91

SLS Assessment, One time Rate: $599.68

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, emergency services, staff reimbursement, and support coordinator.
EXHIBIT A

Rate Schedule* for: Clausen House – H38467 – 2019 – 2024 Contract

Vendored Capacity  15

Hourly Rate- Awake Staff  $16.38

Hourly Rate- Community Support Facilitator (CSF)  $20.16

SLS Assessment, One time Rate:  $566.70

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

*These rates are applied to the SLS/direct care staffing hours within the individualized monthly budget spreadsheets that is authorized for each client served by the agency. Additional non-direct care costs (including administrative costs) and state approved increases are calculated by the individualized monthly budget spreadsheets and added on top of the direct service hour/hourly rate total for each client served. The total dollar volume produced by the individualized monthly budget spreadsheet is then entered by RCEB as a monthly per client rate.
EXHIBIT A - Community Placement Plan rates

Rate Schedule for: Coastline Support, Inc. – HB0946 – 2019 – 2024 Contract

Vendored Capacity 15 consumers

Hourly Rate- Awake Staff $31.94
Hourly Rate- Awake Overnight Staff $31.94
Hourly Rate- Asleep Overnight Staff $23.19
SLS Assessment, One time Rate: $583.70

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, emergency services, staff reimbursement, and support coordinator.
EXHIBIT B

Rate Schedule for: Coastline Support, Inc. – HB0946 – community SLS rates- 2019 - 2024

<table>
<thead>
<tr>
<th>Vendored Capacity</th>
<th>15 consumers</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hourly Rate- Awake Staff</strong></td>
<td>$28.89</td>
</tr>
<tr>
<td><strong>Hourly Rate- Awake Overnight Staff</strong></td>
<td>$17.84</td>
</tr>
<tr>
<td><strong>Hourly Rate- Asleep Overnight Staff</strong></td>
<td>$14.54</td>
</tr>
<tr>
<td><strong>SLS Assessment, One time Rate:</strong></td>
<td>$566.70</td>
</tr>
</tbody>
</table>

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

The above listed rates are all inclusive rates which include but are not limited to administrative costs, benefits, mileage, emergency services, staff reimbursement, and support coordinator.
EXHIBIT A


Vendored Capacity 75

Hourly Rate- Awake Staff fringe***
$13.00 - $15.00 and 24% - 25%
($16.38 - $19.05)

Hourly Rate- Overnight Staff
$8.50 - $10.50 and 24% -25%
($14.99 - $15.85) * & ** & ***

SLS Assessment, One time Rate: $583.70

* $1 - $1.50 added to overnight rate along with 15.85% calculated wage driven benefit to compensate 2016 State of California minimum wage law. Adjustment done in accordance with W&I code 4691.9

** An additional $0.63 added to overnight rate due to calculated adjustment to compensate for 2017 State of California minimum wage law. An additional $0.62 added to overnight rate due to calculated adjustment to compensate for 2018 State of California minimum wage law. An additional $1.19 added to overnight rate due to calculated adjustment to compensate for 2019 State of California minimum wage law.

*** Compass submitted required documents to receive additional compensation for sick leave benefits under AB 1522 that took effect 7/1/2015. Per information provided by Compass, the calculated hourly rate adjustment for each awake and overnight rates are the following:

- $0.26 for $13.00 awake rate
- $0.23 for $13.50 awake rate
- $0.18 for $14.00 awake rate
- $0.30 for $15.00 awake rate
- $0.27 for $9.00 overnight rate
- $0.28 for $10.50 overnight rate

All units of Service must be agreed upon by the client and Regional Center Interdisciplinary Planning Team.

These rates are applied to the SLS/direct care staffing hours within the individualized monthly budget spreadsheets that is authorized for each client served by the agency. Additional non-direct care costs (including administrative costs) and state approved increases are calculated by the individualized monthly budget spreadsheets and added on top of the direct service hour/hourly rate total for each client served. The total dollar volume produced by the individualized monthly budget spreadsheet is then entered by RCEB as a monthly per client rate.
by the Board's Executive Committee may be taken without a meeting, if all members of the Board's Executive Committee individually or collectively consent in writing via e-mail or documented from a phone confirmation to that action. The written consent or consents shall be filed with the minutes of the proceedings. An action by written consent shall have the same force and effect as a unanimous vote of the directors.

(b) **Budget and Finance Committee**

(1) The Budget and Finance Committee shall be comprised of no less than three (3) members of the Board of Directors, one of whom shall be the Treasurer and act as chair of the committee.

(2) The Budget and Finance Committee shall be responsible for developing the yearly budget of the Corporation and for the monitoring of said budget and of the expenditure of corporate funds. It shall receive, examine and approve for submission to the Board of Directors, all reports of expenditures made by the Corporation and all audits of such expenditures.

(3) The Budget and Finance Committee shall periodically review the financial position of the Corporation and shall recommend to the Board of Directors such revisions in said budget as may be necessary. No expenditure of a category not specified in the budget shall be made without the approval of the Board of Directors. The Budget and Finance Committee shall recommend to the Board of Directors the auditors to be employed.

(4) The Budget and Finance Committee shall recommend to the Board of Directors policies relating to other areas of administrative services, including the periodic review of such policies with a view toward recommending changes when appropriate.

(c) **Membership Development Committee**

(1) The Membership Development Committee shall be comprised of four (4)
Memorandum

Today: Friday, May 10, 2019
To: Board Members
From: Michi Toy
Re: May 20th Board Meeting

The board meeting this month is a week earlier due to Memorial Day being on the 4th Monday of the month.

In addition to the usual agenda and previous month’s board minutes, I want to remind you of the feedback that ARCA is asking us to give on their Strategic Draft Plan through 2022. You can submit your feedback via e-mail to me before or after the board meeting. The following is a portion of the minutes (page 8 attached after the second Public Comments:

ARCA is asking all regional center boards to review the plan by the end of May with feedback on areas that are of concern. This is a high level plan for ARCA to take on advocacy work in the Capitol over the next three years. The three core areas that they are looking at are:

1. Funding and Sustainability of our system;
2. Inclusive Communities; and
3. Flexible and Sustainable Service Models.

Let me know if you want me to send out another hard copy in the board packet, which will be sent out next week, otherwise you have your original hard copy from last month.

At the April board meeting during Lisa’s ARCA report, the Board expressed interest in ARCA’s previous Strategic Plan. Please refer to the 2017-18 and 2016-19 attachments.

CONTRACTS

Currently, I have one housing CPP amendment attached.

Since we are coming upon the new fiscal year, we will be renewing many contracts. In order not to inundate you too much in June, we will have a portion of Supported Living Services [SLS] contracts for approval at the May meeting. There will be around 15 SLS contracts which are currently being reviewed and will be emailed to you next week. Since each written contract is multiple pages, instead of sending each of you hard copies (huge stack), I will just be sending the contract approval forms in the board packets and you can refer to the details of each contract amendment via the e-mail attachment if you choose.

Membership Development

By-Law Change: At the last board meeting, Kathy brought up the recommendation of adding a paragraph indicating an increase to the number members from one to three members to the Budget & Finance Committee. We will vote on that this month.

New Board Membership Vote: Yesenia Fantham was nominated at the last board meeting and will be voted on at this board meeting. Her application will be in the board packet.

Note: We will be having a closed session this month as well.

HAVE A WONDERFUL MOTHER’S DAY WEEKEND!!