

DISABILITY RIGHTS CALIFORNIA

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PADRES BUSCANDO EL CAMBIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PADRES BUSCANDO EL CAMBIO,
also known as COALISION DE
PADRES BUSCANDO EL CAMBIO

Plaintiff,

v.

HARBOR DEVELOPMENTAL
DISABILITIES FOUNDATION, INC.;
NANCY BARGMANN, in her official
capacity as Director of the California
Department of Developmental Services;
and DOES 1 through 20, inclusive,

Defendants.

Case No.: 21STCP03671

**STIPULATED JUDGMENT
PURSUANT TO SETTLEMENT
AGREEMENT**

Judge: Hon. Alison M. Mackenzie

Dept.: 55

Trial Date: January 27, 2025

Date Action Filed: November 8, 2021

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PADRES BUSCANDO EL CAMBIO

1 The above-entitled case having been submitted for entry of judgment by counsel for
2 Plaintiff PADRES BUSCANDO EL CAMBIO and Co-Defendant HARBOR
3 DEVELOPMENTAL DISABILITIES FOUNDATION, also known and doing business as
4 Harbor Regional Center and erroneously named herein as HARBOR DEVELOPMENTAL
5 DISABILITIES FOUNDATION, INC. ("Harbor"), to the Honorable Alison M. Mackenzie,
6 Judge of the Los Angeles County Superior Court of the State of California, based on a written
7 Settlement Agreement attached hereto as Exhibit A. Neither this Stipulated Judgment, nor the
8 Settlement Agreement, is a finding on the merits and shall not be construed as an admission of a
9 violation of any state statute or common law. The Court, having considered the Settlement
10 Agreement:

11 IT IS HEREBY ADJUDGED, ORDERED AND DECREED that

- 12 1. The terms of the Settlement Agreement attached hereto as Exhibit A are entered as
13 the Judgment in the above-entitled case as to Defendant Harbor. The parties therein
14 are hereby ordered to comply with the terms of the attached Settlement Agreement;
- 15 2. Plaintiff Padres Buscando El Cambio and Defendant Nancy Bargmann, in her official
16 capacity as Director of the California Department of Developmental Services, remain
17 parties to this action; and
- 18 3. This Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 and
19 section III(K)(1) of the Settlement Agreement with respect to the implementation of
20 all terms and conditions as set forth in the Settlement Agreement.

21
22 Dated: 08/08/2024




23 
24 Judge of the Superior Court
25 Alison Mackenzie / Judge
26
27
28

Exhibit A

DISABILITY RIGHTS CALIFORNIA

NISHANTHI KURUKULASURIYA (SBN 302701)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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PADRES BUSCANDO EL CAMBIO,
also known as COALISION DE
PADRES BUSCANDO EL CAMBIO

Plaintiff,

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and DOES 1 through 20, inclusive,

Defendants.

Reservation ID: 808637468264

Case No.: 21STCP03671

SETTLEMENT AGREEMENT

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Attorneys for Plaintiff

PADRES BUSCANDO EL CAMBIO

1 **I. RECITALS**

2 **A. Parties.**

3 Plaintiff Padres Buscando el Cambio, an advocacy association, and Defendant Harbor
4 Developmental Disabilities Foundation, are two of the three parties in this action. The third party
5 in this action is Defendant Nancy Bargmann, who has been sued in her official capacity as
6 Director of the California Department of Developmental Services (DDS).

7 Pursuant to stipulation of the parties, the Court granted leave to Plaintiff to file its Second
8 Amended Complaint for Declaratory and Injunctive Relief on February 5, 2024, to clarify that
9 Plaintiff is also known as Coalision de Padres Buscando el Cambio. As the Second Amended
10 Complaint made no other substantive changes to the First Amended Complaint, the Court further
11 ordered that the Answers of both Defendants to the First Amended Complaint were deemed to
12 answer the Second Amended Complaint.

13 Defendant Harbor Developmental Disabilities Foundation also does business, and is
14 known, as Harbor Regional Center. Any reference to Harbor Developmental Disabilities
15 Foundation in this Settlement Agreement (Agreement) shall also refer to Harbor Regional
16 Center, and both are referred to herein as HRC.

17 Plaintiff Padres Buscando el Cambio, also known as Coalision de Padres Buscando el
18 Cambio and referred to herein as “Plaintiff” or “Padres Buscando el Cambio”, and Defendant
19 HRC are parties to this Agreement. Defendant Nancy Bargmann is not a party to this Agreement.

20 Plaintiff Padres Buscando el Cambio and Defendant Harbor Developmental Disabilities
21 Foundation agree to the following settlement to resolve all causes of action as to HRC in the
22 above captioned matter.

23 **B. Procedural Background and Intent of the Parties.**

24 This action was filed on November 8, 2021. As set out in Plaintiff’s Second Amended
25 Complaint and HRC’s Answer thereto, a significant dispute exists as to whether HRC complied
26 with its statutory obligations. Plaintiff alleges that HRC has administered its state-funded
27 services and supports for the Hispanic/Latinx individuals and families it serves in a
28 discriminatory manner in violation of Government Code Section 11135, and therefore HRC has

substantially failed to accomplish the objectives of the Lanterman Developmental Disabilities Services Act (Lanterman Act), Welfare and Institutions Code Sections 4500 *et seq.* Plaintiff further alleges that, due to HRC's state law violations, HRC also has engaged in the illegal expenditure of public funds pursuant to Code of Civil Procedure Section 526a.

HRC denies that it violated the law as alleged by Plaintiff, but Plaintiff and HRC wish to resolve this matter without further litigation. The Parties enter into this Agreement with the intent to resolve all currently pending issues regarding Plaintiff's claims as to HRC as an individual defendant, and the validity of IIRC's actions, as set forth herein.

The Parties also acknowledge that while it is their intent to resolve all currently pending issues as to HRC by this Agreement, the litigation will continue as to Defendant DDS until Plaintiff's claims as to DDS are resolved by way of settlement or a final judgment, either of which may require HRC's participation. Specifically, the Parties acknowledge that HRC's involvement may be required to the extent it is a necessary party to a joint settlement agreement with Plaintiff and DDS, including the joint settlement proposals currently being discussed among Plaintiff, DDS, and HRC, as set forth in Defendants' joint letter dated March 25, 2024 and Plaintiff's letter dated June 7, 2024. The Parties further acknowledge that if the foregoing joint settlement negotiations are unsuccessful, HRC's continued participation in the litigation may be required to the extent Plaintiff needs to call HRC-affiliated individuals as witnesses at trial.

Unless otherwise defined in this Agreement, the Parties adopt any relevant terms herein as such terms are defined by the Lanterman Act or state guidance thereunder.

II. AFFIRMATIVE RELIEF

To resolve the disputes concerning HRC's compliance with its statutory obligations, Plaintiff and HRC agree as follows:

A. Regional Center Individual/Family Workshops.

No later than October 1, 2024, HRC shall update its online training calendar, and no later than February 1, 2025, HRC shall expand its current Training and Events Catalog curriculum to include: ongoing semi-annual workshops for regional center individuals¹ and their families. The

¹ As used in this Agreement, individuals refers to regional center "consumers" as used in the Lanterman Act.

1 trainers at the workshops shall be qualified trainers. The purpose of the workshops is, among
2 other things, to assist individuals in accessing “generic resources,” as defined in Section D(1),
3 infra. Workshop topics may include: 1) special education services; 2) the In-Home Supportive
4 Services (IHSS) program administered through the California Department of Social Services
5 (CDSS); 3) Medi-Cal benefits and services administered by the Department of Health Care
6 Services; 4) disability benefits administered by the Social Security Administration (including,
7 but not limited to Supplemental Security Income); and 5) other related benefit programs and
8 services identified by IIRC as to be necessary or applicable. The foregoing trainings will be
9 included in the semi-annual cycle. The purpose of these workshops is to provide information
10 about the programs, the application processes, and how to appeal a denial or termination of the
11 resources. The intent of these workshops is for participants to receive a tangible product from
12 their attendance, such as a completed application or appeal form related to the benefit that is the
13 topic of the workshop. For example: a workshop regarding the various methods available to
14 increase the availability of IHSS services and/or hours would result in the participants having a
15 better understanding of the IHSS Program and the CDSS appeals process, as well as completion
16 of the necessary IHSS paperwork (e.g. a completed CDSS’s SOC 856 Form would be considered
17 a tangible product).

18 **B. Client Services Committee.**

19 The Parties acknowledge that HRC’s Board of Trustees currently has a Client Services
20 Committee that meets regularly. Effective immediately upon execution of this Agreement, HRC
21 shall continue to maintain its Client Services Committee for individuals and families served by
22 HRC for the purpose of providing insight, opinions, and suggestions to the HRC Board of
23 Trustees. Members of the Client Services Committee shall reflect the diversity of the HRC
24 Community. As used in this Agreement, “Community” means the individuals and families
25 served by HRC. HRC shall provide necessary facilitation and maintenance of the Client Services
26 Committee meetings, including meeting space(s) (whether by Zoom or in-person or both) and
27 translation support (where requested).

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Beginning immediately upon execution of this Agreement, HRC shall ensure the following at least two weeks in advance of each Client Services Committee meeting:

1. HRC shall translate and publish on HRC's events/calendar page the agenda for the upcoming Client Services Committee meeting in the languages of the individuals and families that HRC serves. HRC shall also provide the name and contact information of the Client Services Committee liaison on the agenda.
2. IIRC shall use various outreach methods, including HRC's new mobile texting platform (when available), to inform the individuals and families it serves about the upcoming Client Services Committee meeting, including the availability of interpretation and translation services upon request to either the Client Services Committee liaison or the designated HRC staff person.

Members of the public may attend the Client Services Committee meetings and shall remain anonymous if desired, unless an individual's specific needs for technical or translation support prevent anonymity as to the Client Services Committee liaison and/or HRC staff necessary for facilitating such technical or translation support. HRC affirms that the Client Services Committee has, and will continue to have, a committee chair that provides reports and/or written suggestions from the Committee to the HRC Board of Trustees. The HRC Executive Director shall attend the Client Services Committee for six meetings, which need not be consecutive, and is committed to evaluating and improving the functions of the committee.

C. Trainings for the Community.

No later than March 31, 2025, HRC shall begin providing, on an ongoing basis but not less than semi-annually, Community trainings on the HRC services and service policies listed below.

Recordings of the trainings shall be published to HRC's website within 30 days of the live training. HRC shall provide training on each of the following services: 1) Respite; 2) Personal Assistance; 3) Childcare; 4) Social Recreation; 5) Transportation; 6) Independent

Living Skills; 7) Supported Living Services; 8) Employment Preparation; and 9) Supported Employment.

During each training on the above-listed services, HRC shall provide:

1. Description of the service;
2. Review of the specific HRC policies, as well as any procedures, guidelines, and assessment tools used by HRC to determine an individual's eligibility and level of need for the service, including, but not limited to:
 - a. an explanation of the applicability of the generic resources requirement under Welfare and Institutions Code section 4648(a)(8);
 - b. HRC's obligation and practice to provide "gap funding" as described in Section D(1), *infra*, when applicable; and
 - c. the applicability of natural supports, as defined in Section D(2), *infra*, when applicable;
3. Information about how individuals can contact their HRC service coordinator to request the service;
4. Explanation of the timeline for HRC to respond to requests for services, as described in Section F; and
5. Referral information for additional supports, e.g. Office of Clients' Rights Advocacy (OCRA).

At least two weeks in advance of the training, HRC shall use various outreach methods, including but not limited to HRC's social media, HRC's calendar of events on HRC's website, and hard copy flyers at HRC's offices, and through HRC's new mobile texting platform (when available), to publicize the upcoming training in the languages of the individuals served by HRC. In publicizing each training, HRC shall also publicize the following:

1. Spanish interpretation during the training is available upon request if such request is made at least two business days prior to the training;

2. Interpretation during the training for languages other than Spanish is available upon request if such request is made at least five business days prior to the training;
3. Translated training materials shall be provided by HRC at least one day prior to the training, provided that such request is made at least 14 calendar days prior to the training;
4. HRC authorizes additional Childcare hours for individuals and families who need additional hours to attend the training.

To implement these obligations, HRC shall determine the language of training and interpretation needs based on the preferred language as requested by the attendees. HRC shall make best efforts to provide the training at times (i.e., evenings and weekends) to increase availability and participation of individuals and families. Additional allocation of Childcare hours for attendance at such training(s) shall not be counted against existing authorized services and shall not be considered for purposes of identifying future needs. Specifically, additional allocation of Childcare hours shall not constitute evidence of an unmet need.

HRC shall provide attendees of such trainings the opportunity to provide feedback on the training(s), which feedback will be considered in revising trainings. HRC has established and shall continue to facilitate existing, and expand, focus groups to solicit input from members throughout the Community about each of the above trainings, including the need for specialized training materials. Participants in the focus groups shall consist of the individuals and families HRC serves, which may include members of Padres Buscando el Cambio. HRC shall use the input from the focus groups to inform the content and presentation of each subsequent training. When presenting or updating a training, HRC shall include the newest recording of each training on its website within 30 days of that presentation and the recording will remain on HRC's website for at least twelve months.

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D. Updated Trainings for HRC Staff.

Effective immediately upon execution of this Agreement, HRC shall continue to provide updated trainings for all new staff and refresher trainings for all staff on the following categories:

1. Generic Resources

HRC shall provide updated training and annual refresher trainings on the use of “generic resources” to every service coordinator, parent mentor, fair hearing specialist, and client services supervisor, manager, and client services and case management director(s). As used in this Agreement, “generic resources” is defined as services provided by “an agency that has a legal responsibility to serve all members of the general public and is receiving public funds for providing those services” within the meaning of Welfare and Institutions Code section 4648. In these trainings on generic resources, HRC shall educate its staff about determining on an individualized basis the availability and appropriateness of generic resources, including whether the generic resource is categorically unavailable for the individual. In each training about generic resources, HRC shall explain HRC’s obligation to authorize “gap funding” for HRC-funded services while generic resources are being pursued, and educate and instruct staff on the process for initiating the gap-funded services. As used in this Agreement, “gap funding” is HRC’s authorization of any service required to meet the needs of an individual served by HRC if the individual can show a good faith attempt to access the generic resource.

2. Natural Supports

HRC shall provide updated training and refresher trainings on “natural supports” as referenced in Welfare and Institutions Code section 4512(e) to every service coordinator, parent mentor, fair hearing specialist, and client services supervisor, manager, and director. In each training about “natural supports,” HRC shall confirm that the definition of natural supports must align with federal requirements under 42 CFR section 441.301(c)(2)(v), which states that “natural supports” are unpaid supports that are provided voluntarily.

In each training about “natural supports,” HRC shall ensure staff is educated that individuals served by HRC are allowed to identify preferred relatives, friends, or other known

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individuals who can provide, if compensated, one or more services authorized by the Lanterman Act.

In each training about “natural supports,” HRC shall further clarify the applicability of “parent/family responsibility.” “Parent/family responsibility” is defined as the services and supports that would typically be provided for a similarly-aged minor child without disabilities.

3. **Diversity Training Update**

HRC shall continue to provide its current (or updated) Diversity, Service Access and Equity training which includes diversity training, the cover page of which is attached hereto for reference as Exhibit A, provided that HRC shall update such training.

E. New Trainings for HRC Staff.

No later than November 1, 2024, HRC shall provide trainings and annual refresher trainings for all staff on the following categories:

1. **Customer Service**

The Parties acknowledge that HRC has developed, with the assistance of a third-party consultant, the Universal Customer Service Standards attached hereto as Exhibit B, and shall develop a corresponding customer service training for all staff no later than September 1, 2024.

No later than December 31, 2024, HRC shall provide the customer service training to each service coordinator, parent mentor, fair hearing specialist, and client services supervisor, manager, and director. HRC shall ensure that the customer service training is a permanent part of the onboarding of every new staff member. No later than June 2025, HRC shall provide the customer service training to all remaining staff not specifically identified in this paragraph.

2. **Person-Centered Planning**

HRC shall ensure its compliance with the person-centered planning process required by Welfare and Institutions Code section 4646.5 and 42 CFR section 441.301(c). In its training on person-centered planning, HRC shall emphasize that:

- a) Person-centered planning is an individual-directed, positive approach to the planning and coordination of a person’s services and supports based on individual aspirations, needs, preferences, and values;

- b) The goal of person-centered planning is to create a plan that would optimize the person’s self-defined quality of life, choice, and control, and self-determination through meaningful exploration and discovery of unique preferences and needs and wants in areas including, but not limited to, health and well-being, relationships, safety, communication, residence, technology, community, resources, and assistance; and
- c) The person must be empowered to make informed choices that lead to the development, implementation, and maintenance of a flexible service plan for paid and unpaid services and supports.

No later than December 31, 2024, HRC shall provide training about person-centered planning to every service coordinator, parent mentor, fair hearing specialist, and client services supervisor, manager, and director. HRC shall also ensure that training about person-centered planning is part of its permanent onboarding process for all staff. The person-centered planning training will be available quarterly as a refresher and/or new staff onboarding.

3. Cultural Humility and Implicit Bias

No later than December 31, 2024, HRC shall provide cultural humility training and implicit bias training, which includes an anti-discrimination component, to every service coordinator, parent mentor, fair hearing specialist, and client services supervisor, manager, and director. HRC shall further ensure that cultural humility training and implicit bias training is part of the permanent onboarding for all new staff.

No later than June 2025, HRC shall provide cultural humility training and implicit bias training to all its remaining staff and shall provide refresher training(s) on cultural humility and implicit bias as determined by the State subject to funding allocation for this purpose. These requirements are in addition to the statutory obligations under Welfare and Institutions Code section 4511.1. The implicit bias training shall continue for so long as Language Access and Cultural Competency (LACC) funds are available and allocated. In addition, HRC will continue its “Building Cultural and Linguistic Competence” training (or any updated training on the same or substantially similar subject matter) despite any loss of funding allocations.

F. Requests for Services.

Effective October 1, 2024, a request for service may be made verbally or in writing and HRC shall acknowledge the receipt of each service request within five (5) business days of receipt. HRC's acknowledgement of receipt shall be made by email, U.S. mail, or any other method of communication requested by the individual. Within five (5) business days after acknowledgement of receipt, HRC will provide a response including an approval, denial, request for additional information or a status update regarding each request, by the individual's preferred method of communication.

If the Initiation of Service Date cannot be determined due to unavailability of staff at the individual's preferred vendor agency, HRC shall identify other vendor(s) who may have available staff who can provide the approved service and offer the additional vendor options to the individual. "Initiation of Service Date" is the date the service shall begin or be utilized for the individual. HRC shall, where applicable to the approved service, provide information to individuals regarding HRC acting as a "User Regional Center" as that term is defined at California Code of Regulations Section 54302 subd. (a)(73), commonly known as "courtesy vendorization."

If HRC requests additional information to decide a service request, it shall provide, at a minimum, a detailed description of the information requested.

HRC shall provide Notices of Action prior to reducing, terminating, or changing services in an individual program plan pursuant to Welfare and Institutions Code section 4710.

Every denial of any service request and the process and right for appealing shall comply with Welfare and Institutions Code section 4710, *et seq.*

G. Service Options.

1. Fact Sheets for Select Services

No later than January 1, 2025, HRC shall publish on its website one-page fact sheets in English and Spanish about the services listed in Section C, *supra*, on which HRC is to provide training. No later than March 1, 2025, HRC shall identify every preferred language spoken by individuals served by HRC and the individual's primary caregiver and/or guardian pursuant to its

state-required data collection. No later than July 1, 2025, HRC shall ensure each of the one-page fact sheets described in this section are language accessible to the individuals and families it serves. No later than the same date, HRC shall also provide all one-page fact sheets to every individual served by HRC, or when appropriate to the parent, legal guardian, or authorized representative of the individual, in a manner that is language accessible, prior to the individual's next person-centered services plan meeting.

2. **HRC Website Updates regarding Services and Service Providers**

The Parties acknowledge that IIRC currently publishes a list of service providers on its website. The service provider lists and service code descriptions on HRC's website shall be available in English and Spanish.

No later than December 31, 2024, HRC shall publish on its website, also in English and Spanish, a list of all active service codes with descriptions of the corresponding services provided by HRC. No later than July 1, 2025, HRC shall ensure that the foregoing lists are language accessible to the individuals it serves and their parents, legal guardians, or authorized representatives.

3. **Assessing Sufficiency of Service Providers**

Each fiscal year, HRC shall solicit information from the entire Community about each individual's (1) current use of services; (2) current needs for services that are not being received; and (3) request(s) for necessary language(s) spoken by their provider(s). HRC anticipates sending the 2024/2025 fiscal year's survey in February-March 2025. This information shall be collected through diverse means, including surveys distributed via various outreach methods, including email, U.S. Mail, and HRC's new mobile texting platform (when available). HRC shall use the information received to develop the Letters of Interest and Requests for Proposals that it publishes on its website with the intended purpose of increasing the diversity and capacity of HRC's provider network.

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H. HRC Website Update

1. Know Your Rights

No later than September 1, 2024, HRC shall add the following information on the HRC website, with a link on the “transparency and accountability” on HRC’s Home page to inform the individuals and families it serves about their rights under the Lanterman Act and this Settlement Agreement, including the following:

- a) The right to receive a response to a request for service, including the timeline described in Section F, *supra*;
- b) The right to appeal if they disagree with the regional center about eligibility or services, with a link to the page on HRC’s website regarding more detailed information about the purpose and process for submitting appeals; and
- c) The right to file a complaint if they feel they are wrongly or unfairly treated by a regional center or service provider, with a link to the page on HRC’s website regarding more detailed information about the purpose and process for submitting complaints.

2. HRC’s Commitment to Provide Equitable Services

The Parties acknowledge that HRC currently provides information on its website² about an individual’s right to file a complaint if the individual believes that “any right has been wrongly or unfairly denied by a regional center or a contracted service provider.”

No later than September 1, 2024, HRC shall add the following additional language after the last sentence from the quoted language above on its website:

This includes your right to be free from discrimination, retaliation, and bias. State and federal laws prohibit agencies from denying benefits or services or providing you with aid that is different from the aid provided to others, because you belong to any protected class, such as: Race, Color, Ancestry, National Origin (including language), Ethnic Group Identification, Age, Physical or Mental Disability, Medical Condition, Religion, Sex, Gender, Gender Identity or Expression, Sexual Orientation, Marital Status, Domestic Partnership, Political Affiliation, Citizenship, Immigration Status, and Genetic Information.

² <https://www.harborrc.org/appeals-and-complaints>

HRC has a zero-tolerance policy for discrimination, retaliation and bias. If you believe that HRC has violated your rights, you may register your complaints with HRC, DDS, or the other state and federal agencies listed below. In addition, the Section 4731 complaint process is available to every individual served by HRC and their representatives who believe they are subject to discriminatory, retaliatory, or biased action or non-action taken by a regional center or provider. Court remedies may also be available.

Following this statement, the website shall provide the contact information for HRC, DDS, and applicable state and federal agencies.

I. Person-Centered Services Plans – Phase One.

No later than September 1, 2024, Plaintiff shall select up to 20 persons who are members of Padres Buscando el Cambio to participate in Phase One of the Person-Centered Services Planning. No later than January 1, 2025, IIRC shall complete Person-Centered Services Plans for the up to 20 persons identified by Plaintiff for Phase One (the “Pilot Program.”) HRC shall comply with the terms of this Section unless those terms become inconsistent with any future requirements established by DDS involving Person-Centered Plans. Where conflict exists between this Section and DDS’ requirements, DDS requirements shall control. In such cases of conflict, the Parties and/or their counsel will meet and confer regarding the conflict.

1. Requirements for the Person-Centered Services Plan Meetings

When developing an individual’s Person-Centered Services Plan, HRC shall ensure that the Plan addresses and complies with all legal requirements under the Lanterman Act and its regulations. During an individual’s Person-Centered Services Plan meeting(s), HRC also shall:

- a. Review the goals from the prior individual program plan to:
 - i. identify what goals have not been met;
 - ii. identify what changes to those goals are needed, if any;
 - iii. confirm any issues with accessing the services previously authorized, and what additional assistance is needed to enable the individual to successfully access those services; and

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iv. identify additional needs that are not included in the prior individual program plan that must be included in the Person-Centered Services Plan.

- b. Explain to the individual/representative the most common services based on age of individual served and discuss any other service inquired about by the individual/representative;
- c. Provide and explain applicable fact sheets to the individual/representative for each service discussed during the meeting as each fact sheet is completed but no later than as detailed in Paragraph G(1);
- d. Explain to the individual/representative the process for requesting exceptions or waivers to each POS policy discussed during the meeting;
- e. Offer to provide a copy of each POS policy, including the policy for requesting exceptions or waivers, in a language accessible manner to the individual/representative, and provide such copies if requested; and
- f. Explain how HRC can authorize “gap funding”, as defined in this Agreement, Section II(D)(1), *supra*, for each service that the individual/representative is unable to access through generic resources.

2. Requirements for the Person-Centered Services Plan

In each Person-Centered Services Plan or subsequent IPP, HRC shall:

- a. Document the support HRC is providing to the individual/representative to access generic resources, including the names and contact information of legal service agencies or nonprofit agencies to which the individual and/or representative received referrals;
- b. Comply with the process set forth in Section II(F) *supra*; and
- c. Document HRC’s efforts and ultimate success in utilizing the above methods to secure all requested services for the individual/representative provided that such information is provided to HRC by the individual/representative.

3. Person-Centered Services Plan Reports to DDS

Beginning on or before November 1, 2024, HRC shall provide DDS with monthly progress reports regarding each Person-Centered Services Plans developed pursuant to this Section, i.e. the group of Padres Buscando el Cambio participating in the Pilot Program. At a minimum, the progress report shall include the following documentation:

- a. The Individual Program Plans and signature pages;
- b. List(s) of agreed upon services, including the Initiation of Services Date;
- c. Acknowledgement forms for each Individual Program Plans; and
- d. Any Notices of Action, regardless of whether the decision was appealed.

A summary of the initial monthly progress report submitted to DDS shall be provided to Plaintiff's counsel within 15 calendar days of its submittal to DDS. For each monthly report that HRC submits to DDS after its initial progress report submittal on or before November 1, 2024, HRC shall only provide confirmation to Plaintiff, pursuant to Section III(K)(3) infra, of its submission to DDS, provided that such information is provided to Plaintiff within 15 calendar days of its submission.

4. HRC Collecting and Using Input from Padres

Within 15 calendar days after final development of each Person-Centered Services Plan created for the individuals/representatives selected by Plaintiff to participate in Phase One, HRC shall solicit and consider information from the individuals/representatives to determine if changes are necessary to improve the development criteria and planning process mandated by this Agreement. To solicit this information, HRC shall conduct a survey to be sent out by email (if known), text message (if known), handout, and by U.S. Mail.

J. Person-Centered Services Plans – Phase Two.

Beginning January 1, 2025, unless circumstances occur beyond HRC's control with regard to any future requirements established by DDS involving Person-Centered Plans, HRC shall provide Person-Centered Services Plans for all individuals served by HRC. Where conflict exists between this Section and DDS' requirements, DDS requirements shall control. In such cases of conflict, the Parties and/or their counsel will meet and confer regarding the conflict.

K. Establishing Partnerships with Legal Aid Agencies

Effective immediately upon execution of this Agreement, HRC shall make best efforts to establish new and sustain existing partnerships with the legal aid agencies, legal clinics, and other law firms that can assist individuals and their representatives with applications for, or the appeal of denials and terminations pertaining to, benefits and services that are considered “generic resources” as defined in Section D(1), *supra*.

L. HRC Board of Trustees

1. Language Accessibility in IIRC Board and Committee Meetings

Effective immediately upon execution of this Agreement, HRC will post a translated agenda in advance of Board and committee meetings in the languages of the individuals and families that HRC serves. HRC shall provide interpretation at its Board and committee meetings and translated materials at all Board and committee meetings, if requested by anyone who needs interpretation or translation to participate in Board or committee meetings.

2. Board Recruitment

No later than December 31, 2024, HRC shall implement Board recruitment criteria requiring the Board to reflect the diversity of the entire Community.

3. Board Membership Application Processing

No later than December 31, 2024, HRC shall revise its process for receiving and responding to Board Membership Applications so that all individuals who submit an application shall receive in writing:

- a. Acknowledgement of HRC’s receipt of the application within two (2) weeks of the submission of the application;
- b. A decision denying or approving the application as soon as that decision is made.

III. SETTLEMENT IMPLEMENTATION

A. Settlement Process.

1. The designated representative(s) of HRC and Plaintiff shall execute the final version(s) of this Agreement no later than July 18, 2024.

1 2. Once executed by both parties, Plaintiff shall file a Notice of Settlement
2 with the Court within five (5) court days of the date of execution.

3 3. Time is of the essence.

4 **B. Form of the Agreement.**

5 This Agreement shall be entered into as a stipulated judgment, and shall be contingent
6 upon entry of judgment thereon, specifically incorporating this Agreement as Exhibit A, by the
7 Court. Plaintiff shall file the stipulated judgment with the Court within five (5) court days after
8 filing the Notice of Settlement.

9 **C. HRC's Ongoing Involvement in the Litigation.**

10 The Parties acknowledge that even after entry of the stipulated judgment, HRC's
11 participation may be required in the litigation that is continuing as between Plaintiff and DDS to
12 the extent HRC is a necessary party to a joint settlement agreement with Plaintiff and DDS or to
13 the extent Plaintiff needs to call witnesses affiliated with HRC to testify at trial. To the extent
14 Plaintiff, DDS, and HRC enter into a joint settlement agreement, any releases contained in this
15 Agreement shall not apply to HRC's obligations under that joint settlement agreement. In
16 consideration of the Parties' performance under this Agreement, HRC agrees to accept service of
17 a Notice to Appear at Trial for any witness affiliated with HRC that Plaintiff deems necessary to
18 call as a witness at trial, which can be served on HRC's counsel as set forth infra in Section
19 III(K)(3).

20 **D. Release of Claims.**

21 Upon execution of this Agreement, and in consideration of the Parties' performance
22 under this Agreement, Padres Buscando el Cambio and HRC agree to mutually release each
23 other from all claims that are or have been made in this action through the date of entry of
24 judgment. This release shall not extend to any claim or cause of action arising from or related to
25 subsequent events, except as otherwise provided *supra* in Section III(C).

26 The Parties acknowledge that this lawsuit sought only equitable relief and no damages,
27 monetary or otherwise, are claimed herein. The Parties further understand that there may be facts
28 known or unknown to them which might affect their settlement, and that other, greater or

different relief may exist from that prayed for in this lawsuit. Nonetheless, the Parties agree that the foregoing releases are to be in all respects full and final releases as to the subject matter pleaded in this lawsuit, and are intended to release all such claims, known or unknown, suspected or unsuspected, foreseen or unforeseen. Further, the Parties understand that this agreement shall not be deemed an admission of liability by either party.

E. Representations and Warranties.

The Parties each represent and warrant to the other Party that (i) it has not assigned, transferred, sold, pledged or otherwise encumbered their interest in the claims, liens, demands, damages, debts, actions, suits, judgements, liabilities, losses, costs and expenses herein released; and (ii) it has not filed any action or proceeding of any nature against another party herein released except as specifically set forth above.

F. Effective Date; Counterparts.

This Agreement shall be effective as of the date of the Court's entry of judgment. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

G. Integration.

This Agreement embodies the entire agreement and understanding as it exists between the Parties with respect to this matter, and this Agreement supersedes all prior and contemporaneous agreements, representations, and undertakings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions whether or not similar, nor shall any waiver constitute continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

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1 **H. Tense.**

2 Whenever required by the context, the singular shall be deemed to include the plural, the
3 plural shall be deemed to include the singular.

4 **I. Construction.**

5 The parties acknowledge and agree that (i) each party is of equal bargaining strength; (ii)
6 each party has actively participated in the drafting, preparation, and negotiation of this
7 Agreement; (iii) each party has consulted with their own, individual legal counsel, and such other
8 professional advisors as such party has deemed appropriate, relative to any and all matters
9 contemplated under this Agreement; (iv) each party and their legal counsel and advisors have
10 reviewed this Agreement; (v) each party has agreed to enter into this Agreement following such
11 review and their rendering of such advice; and (vi) any rule of construction to the effect that
12 ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of
13 this Agreement, or any portions thereof, or any amendments hereto.

14 **J. Attorneys' Fees and Costs.**

15 Plaintiff reserves the right to seek an award of attorneys' fees and costs. This Agreement
16 is without prejudice to either parties' claims or contentions regarding Plaintiff's claims for
17 attorneys' fees.

18 **K. Enforcement of Agreement.**

19 **1. Jurisdiction.** The Stipulated Judgment shall specify that the Court retains
20 jurisdiction over this lawsuit and the Parties until final performance of this Agreement for the
21 purpose of enforcing this Agreement. The Parties jointly request that the Court retain jurisdiction
22 for enforcement of this Agreement pursuant to Code of Civil Procedure section 664.6.

23 **2. Breach.** If any party allegedly breaches this Agreement, then the party
24 alleging breach shall notify the breaching party in writing. The notice shall set forth, with
25 reasonable particularity, the alleged breach. The party alleged to have breached the Agreement
26 shall meet with the party giving notice and attempt to resolve the breach within 30 days. The
27 parties further agree that within 30 days of that meeting, they shall attempt to resolve any
28 remaining dispute concerning the alleged breach through mediation before JAMS, or a

professional mediator chosen and agreed to by counsel for both Parties. If the parties cannot resolve the alleged breach within this time, any party may file a motion in Los Angeles County Superior Court to enforce this Agreement.

3. Notices. This Agreement provides that HRC shall provide certain documentation, status, confirmations, data reports, and other notifications. All notices, reports, or other documentation required to be provided pursuant to this Agreement shall be sent to the parties via email, as well as by U.S. Mail to the following addresses, or any subsequent addresses or person provided by a party:

Plaintiff (through Counsel):

Andrea Rodriguez
Disability Rights CA
 c/o 2111 J Street #406
 Sacramento, CA 95816
Andrea.Rodriguez@disabilityrightsca.org

Richard A. Rothschild
Western Center on Law & Poverty
 3701 Wilshire Boulevard, Suite 208
 Los Angeles, California 90010
Rrothschild@wclp.org

Marshall L. Baker
Akin Gump Strauss Hauer & Feld LLP
 1999 Avenue of the Stars, Suite 600
 Los Angeles, California 90067
Mbaker@akingump.com

Brian Capra
Public Counsel
 610 South Ardmore Avenue
 Los Angeles, CA 90005
bcapra@publiccounsel.org

Defendant Harbor (through Counsel):

Aaron Abramowitz
Enright & Ocheltree, LLP
 13351-D Riverside Drive, #380
 Sherman Oaks, California 91423
AAbramowitz@enrightocheltreelaw.com

1 **4. Remedies.** The Parties shall be entitled to enforce this Agreement by
2 utilizing any remedy provided by law.

3 **5. Other Actions.** This Agreement shall not preclude separate legal action to
4 challenge any future actions or inactions regarding HRC's future denial of services or supports or
5 the issuance of notices of action, including administrative hearings, court actions, or Section
6 4731 complaints, or HRC's performance under any joint settlement agreement entered into
7 between Plaintiff, DDS, and HRC as provided *supra* in Section III(C).

8 **6. Agents; Successors in Interest.** This Agreement shall be binding on the
9 Parties, and shall inure to the benefit of, their respective employees, agents, officers, heirs, legal
10 representatives, assigns, and successors in interest.

11 **7. Further Documents and Acts.** The Parties agree to execute such
12 additional documents and instruments and to perform such additional acts as may be necessary to
13 perform any of the terms, provisions, or conditions of this Agreement.

14 **8. Validity; Enforceability.** If any term, provision, right or duty of this
15 Agreement is hereafter determined to be void or unenforceable, the remaining terms, provisions,
16 rights and duties shall not be impaired, but shall remain valid and enforceable.

17 **9. Governance.** This Agreement shall be governed, construed and enforced
18 in accordance with the internal (substantive) laws of the State of California without respect to
19 California's choice of law requirements.

20 **10. Authorization.** Each person executing this Agreement on behalf of an
21 entity represents and warrants that they have been duly authorized to do so, and by executing the
22 Agreement binds such entity to the Agreement in all respects.

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IN WITNESS WHEREOF, the undersigned agree and stipulate to the terms and conditions stated above:

APPROVED AS TO FORM AND CONTENT:

PLAINTIFF:

Dated: 7/17/2024


PADRES BUSCANDO EL CAMBIO


By: **Mayra Jimenez**
President

DEFENDANT:

Dated: 7/18/2024


HARBOR DEVELOPMENTAL DISABILITIES FOUNDATION


By: **Patrick Ruppe**
Executive Director

APPROVED AS TO FORM:

Dated: 7/17/2024

**DISABILITY RIGHTS CALIFORNIA
WESTERN CENTER ON LAW & POVERTY
AKIN GUMP STRAUSS HAUER & FELD LLP
PUBLIC COUNSEL**

By: 
Andrea Rodriguez
Attorneys for Plaintiff
PADRES BUSCANDO EL CAMBIO

Dated: 7/17/2024

ENRIGHT & OCHELTREE, LLP


By: 
Aaron Abramowitz
Attorney for Defendant
**HARBOR DEVELOPMENTAL
DISABILITIES FOUNDATION**

Exhibit A

Diversity, Service Access, and Equity



Exhibit B



Harbor Regional Center

Universal Customer Service Standards

Professionalism

- Lead by example, regardless of your position, holding yourself and others accountable.
- Consistently demonstrate courteous, cooperative, and helpful behavior.
- Understand the needs of both your internal colleagues and external customers (anyone you come in contact with as an HRC representative).
- Show ownership with problems that may arise in your position.
- Be punctual by being on time for meetings and returning calls in a timely manner.
- Know your customer by preparing for meetings, in advance.
- When in a virtual meeting – be present and use professional background.
- Maintain a professional appearance and take into account cultural diversity.

Positive Attitude

- Use a positive tone of voice and body language when communicating with colleagues and customers.
- Determine your customer expectations and meet them to the best of your ability.
- Show dedication and a strong commitment to both your own work and the success of the organization.
- Recognize the importance of every role and be mindful of the value each person brings to the organization.
- Be approachable – Be open, friendly, and welcoming in your behavior.

Respect

- Be courteous and professional with all colleagues and customers.
- Be aware of and sensitive to cultural differences both with internal and external customers.
- Express empathy, compassion, and patience when interacting with colleagues and customers.
- Treat every person with respect through warm greetings, smiles, and recognition of their contributions.
- Give your undivided time that is needed to resolve the individual customers concerns.
- Consider your customer's perspective and empathize with their experience.
- View everyone as a valuable resource and look for solutions as you work together to serve others.

Communication

- Communication should be courteous and respectful
- Use a positive tone and quality in both written and oral communication
- Ensure information is accurate and clear.
- Engage in active listening to understand the needs of a customer or colleague, while remaining open to feedback.
- Be responsive to your internal and external customer requests.
- Offer solutions or alternatives when dealing with angry customers.
- Follow up with customers to ensure satisfaction.
- Acknowledge any inconvenience that the customer may have experienced.