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OUR FILE NUMBER:

May 9, 2025

#### VIA EMAIL ONLY

Ernie Cruz
Deputy Director Community Services Division
DEPARTMENT OF DEVELOPMENTAL SERVICES
1215 O Street
Sacramento, CA 95814
Email: Ernie.Cruz@dds.ca.gov

Aaron Carruthers
CALIFORNIA STATE COUNCIL ON DEVELOPMENTAL DISABILITIES
3831 N. Freeway Blvd., #125
Sacramento, CA 95834
Email: Aaron.Carruthers@scdd.ca.gov

Re: Further Revised Conflict Resolution Plan for Dexter Henderson

Dear Messrs. Cruz and Carruthers:

In accordance with Mr. Cruz's request, the following is the response to his letter dated April 11, 2025, to Cynthia Torres, Board President of South Central Los Angles Regional Center ("SCLARC") and David Lester. We have examined the additional requirements the Department of Developmental Services ("DDS") has proposed in order to approve the Conflict Resolution Plan ("CRP"), and SCLARC in addition to the conditions set forth in the revised CRP. SCLARC in this further revised CRP shall amend its CRP to address the concerns you have raised, and I will address each one in order.

- 1. SCLARC agrees to modify the Conflict Resolution Plan ("CRP") to define Friends Of SCLARC ("FOS") to include any and all affiliates, subsidiaries, or entities retaliated to, managed by or created by FOS, existing now ore created in the future, and the collective group of entities hereafter will collectively be referred to as ("Friends").
- 2. Friends includes the following entities:
  - a. Friends Community Housing, LLC - EIN 45-2870306;

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- b. Community Impact Development II - EIN 26-1842310 ("CID II);
- c. Friends of South Central Los Angeles Regional Center For Developmentally Disabled Persons, Inc. - EIN 26-1842310; and
- d. Friends Housing Inc. - EIN 27-2419163.
- 3. Friends of South Central Los Angeles Regional Center For Developmentally Disabled Persons, Inc is a vendor of SCLARC.
- 4. The request statement is attached at the end of this letter.
- 5. Jesse Rocha, the Director of Adult Services, shall be responsible for ensuring that the actions, limitations, and/or restrictions in the CRP will be taken, applied, followed, and monitored. It will become part of Mr. Rocha duties that he must attend all Board meetings and/or staff meetings where any potential contract with a Friend is addressed. Not only is his attendance part of his duties, but his ensuring that Mr. Henderson does not attend and/or participate in such meetings or any actions that arise from such meetings will become part of his duties.
- 6. While Mr. Rocha will be primarily responsible for the implementation of the monitoring requirements of the CRP, part of his new duties will be a monthly report to the President of the Board on any activities of Friends and measures that were taken to ensure that Mr. Henderson did not participate or supervise any of the activities of Friends. The current Board President, Cynthia Torres, shall sign an affirmation that she will deal directly with Jesse Rocha with regard to ensuring that Mr. Henderson was not involved in any manner with any actions taken by Friends.
- 7. The Board President will certify in writing to DDS that Dexter Henderson was not part of any and all discussions, decisions, or approvals for any and all actions taken by the Board regarding Friends. Such certification will be sent to DDS on a monthly basis by the Board President.
- 8. Any and all negotiations, lease renewals, talk of new office space, or improvements to the buildings with Friends shall specifically not include Dexter Henderson and it will be the responsibility of Jesse Rocha to supervise any individuals who engage in such activities. These activities will be reported on by the Board President in the monthly report to DDS.
- 9. Jesse Rocha will have ultimate responsibility for all matters concerning Friends and ensure that Dexter Henderson is not involved whatsoever. Mr. Rocha or his designee shall be present at all discussions concerning SCLARC's operating budget as it pertains to Friends, client service matters related to Friends, vendor complaints related to Friends, performance reports or evaluations of Friends, or any potential disputes with Friends.

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10. All reports made by Jesse Rocha to the Board President and all reports made by the Board President to DDS shall be maintained by the Board Secretary and shall be maintained by Jesse Rocha.

These additional requirements go beyond the original CRP which set forth the following conditions that still must be abided by:

- SCLARC's Board shall pass a resolution amending the bylaws with respect to the Executive Director's duties, a copy of which is attached hereto as Exhibit A.
- At any meeting of SCLARC's Board or staff to discuss any potential contract, existing contract or issue involving Friends, Dexter Henderson will excuse himself and leave the meeting for that portion of the discussion.
- SCLARC will not enter into any CPP Housing Agreement or other contract with any of the Friends unless SCLARC's Board expressly approves such contract, even if the amount is less than \$250,000.
- SCLARC will use a standard CPP Housing Agreement Form developed by SCLARC's outside counsel for all CPP housing agreements between SCLARC and any of the Friends. This form is the same as used by numerous other Regional Centers throughout the State.
- Any contract between SCLARC and Friends, including any contract amendments, must be signed by Jesse Rocha and not Dexter Henderson.
- Dexter Henderson shall not be involved in any day-to-day activities or decisions involving Friends. Jesse Rocha shall lead all discussions and shall not consult with Mr. Henderson.
- SCLARC's Board President and Board members are responsible for ensuring that the plan and its safeguards are applied and monitored.
- Mr. Henderson will disclose the existence and nature of the conflict of interest to SCLARC's Board and have it noted in the Board records and on the website.
- If DDS or SCDD have any remaining concerns, they should feel free to propose additional conditions and requirements for SCLARC's consideration.

Upon approval of this further revised CRP, the SCLARC Board shall within 60 days of approval pass the revised Board resolution attached hereto as Exhibit A. Per DDS's instruction, a draft of the revised policy is attached hereto for DDS approval, and upon receiving the approval it would be sent to the SCLARC Board for approval. Upon approval by the Board, the Resolution, this Revised Conflict Resolution Plan, the original Conflict Resolution Plan, and Dexter Henderson's

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Conflict of Interest Statement will be posted of the SCLARC's website on the transparency page. Finally, upon DDS approval of the further revised CRP, the further revised CRP will be sent to the California State Council on Developmental Disabilities for approval.

Please feel free to contact the undersigned if you have any questions. This amendment would enable the walling off of Mr. Henderson to be effective without creating any potential conflict with the revised bylaws. Thus, the further revised CRP would include the following: The full Board will be presented a training about Mr. Rocha's and the Board's obligations to ensure that Mr. Henderson is not participating in meetings concerning Friends. Mr. Rocha by attending all meetings concerning Friends will ensure that SCLARC does not enter into any contract with a Friend unless SCLARC's Board expressly approves such contract regardless of the amount of the contract. Mr. Rocha will remind staff and the Board that any contract with a Friend must be approved the Board. The Board President of SCLARC will ensure that the SCLARC Board must expressly approve any contract with a Friend. The only person empowered to sign such a contract will be Jesse Rocha. Mr. Rocha will ensure that SCLARC will use a standard CPP Housing Agreement Form developed by SCLARC's outside counsel for all CPP housing agreements between SCLARC and any Friend. Dexter Henderson shall not be involved in any day-to-day activities or decisions involving any Friend. Jesse Rocha shall be involved in any day-to-day activities or decisions involving Friends, and Jesse Rocha shall lead all discussions regarding Friends, and shall not consult with Mr. Henderson. Mr. Henderson will disclose the existence and nature of the conflict of interest to SCLARC's Board and have it noted in the Board records, and it will be Cynthia Torres responsibility to ensure that these limitations of Mr. Henderson are recorded in the Board records. The Board President shall be responsible for ensuring that the plan and its safeguards are applied and monitored by monthly reports from Jesse Rocha to the Board President of any SCLARC or Board member's dealings with Friends.

Please feel free to contact the undersigned if you have any questions.

Very truly yours,

David M. Lester

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

DML:svd Attachment

cc: Michi Gates (Michi.Gates@dds.ca.gov)

Tiffani Andrade (Tiffani.Andrade@dds.ca.gov) Cynthia Torres (Cyntorres310@gmail.com)

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#### STATEMENT BY DEXTER HENDERSON

I, Dexter Henderson, will not participate, discuss, be present, make decisions or otherwise be involved in any way with Friends.

Dexter Henderson

Executive Director of SOUTH CENTRAL LOS ANGELES REGIONAL CENTER

#### STATEMENT BY CYNTHIA TORRES

I, Cynthia Torres, on behalf of the Board, ensure that SCLARC will not enter into any contract with any Friend without specific Board approval, and shall receive monthly reports from Jesse Rocha and oversee enforcement of this Conflict Resolution Plan.

Cynthia Torres

President of the Board of Directors of SOUTH CENTRAL LOS ANGELES REGIONAL

**CENTER** 

STATEMENT BY JESSE ROCHA

I, Jesse Rocha, hereby agree to have all final day-to-day authority and responsibility for policies, staff, services, affairs, or resources of the Corporation relating to Friends. I shall also report on a monthly basis any interactions with Friends to the SCLARC Board President.

Jesse Rocha

Director of Adult Services for SOUTH CENTRAL LOS ANGELES REGIONAL CENTER

# **EXHIBIT A**

#### **CORPORATE RESOLUTION**

### SOUTH CENTRAL LOS ANGELES REGIONAL CENTER FOR DEVELOPMENTALLY DISABLED PERSONS, INC.

WHEREAS, South Central Los Angeles Regional Center For Developmentally Disabled Persons, Inc. (the "Corporation") currently operates under a Fourth Restatement of Bylaws (the "Bylaws") adopted by the Corporation's Board of Directors (the "Board") on September 27, 2022.

WHEREAS, the Corporation leases its headquarters from Community Impact Development II, LLC, a Delaware limited liability company ("CID II"). CID II also provides commercial property management services for the Corporation's benefit at certain other locations.

WHEREAS, the managing member of CID II is Friends of South Central Los Angeles Regional Center for Developmentally Disabled Persons, a California nonprofit corporation ("FOS"). FOS is a supporting organization of the Corporation, as permitted by IRS regulations.

WHEREAS, FOS owns or manages various residential properties in the Corporation's catchment area which are occupied by individuals with intellectual and developmental disabilities.

WHEREAS, the daughter of the Corporation's Executive Director is employed by FOS as its Director of Operations and Administration, and she also provides services to CID II. Such employment creates a conflict of interest for the Corporation's Executive Director under applicable DDS regulations.

WHEREAS, at all times during his daughter's employment, the Corporation's Executive Director has mitigated such conflict of interest by delegating to others all responsibility for interactions between the Corporation and CID II/FOS, so that the Executive Director never negotiates contracts or otherwise interacts with his daughter on any SCLARC business. Further, the Corporation's Executive Director has recused himself from all Board discussions and voting relating to matters between the Corporation and either CID II and FOS.

WHEREAS, the Corporation's Executive Director has disclosed such conflict of interest and such mitigation measures in his Conflict of Interest Reporting Statement to the Board and DDS.

WHEREAS, DDS has noted that the Executive Director is responsible for the supervision, management, and control of all SCLARC employees, and his mitigation actions prevent him from properly supervising and managing the work of those SCLARC employees who interact with FOS CID II, Friends Community Housing, LLC, and Friends Housing Inc. DDS has therefore concluded that it is not feasible for the Executive Director to execute his duties as Executive Director, as specified in the Bylaws, if he were to wall his duties off completely from FOS, Friends Community Housing, LLC, Friends Housing Inc. and CID II.

WHEREAS, the Corporation believes the mitigation measures adopted by the Executive Director are adequate, but the Corporation also desires to be responsive to DDS's concerns.

WHEREAS, under Section 3.7 of the Bylaws, the Board has the express power to prescribe the duties of its Executive Director.

WHEREAS, the Corporation therefore desires to address DDS's concerns by amending the Bylaws to reduce the scope of the Executive Director's duties while such conflict of interest exists.

WHEREAS, pursuant to Article XI of the Bylaws, the Board may amend the Bylaws at a meeting of directors at which a quorum is present, by a vote of the majority of the full number of persons who at the time are Directors. The Corporation currently has a total of 17 Directors.

WHEREAS, the Corporation has been presented the following amendment to its Bylaws for its consideration:

Article VI of the Bylaws, entitled "Chief Executive Officer" is hereby amended by adding the following paragraph to the end of such Article:

Notwithstanding anything in this Article VI to the contrary, during any Conflict of Interest Period (defined below), the Chief Executive Officer shall not have any authority or responsibility for the management or administration of policies, staff, services, affairs or resources of the Corporation relating to any matters involving Community Impact Development II, LLC ("CID II"), Friends Community Housing, LLC, Friends Housing Inc., and/or Friends of South Central Los Angeles Regional Center for Developmentally Disabled Persons ("FOS") collectively ("Friends"). Rather, during any Conflict of Interest Period, Jesse Rocha, Director of Adult Services, shall have all final day-to-day authority and responsibility for policies, staff, services, affairs or resources of the Corporation relating to Friends, in each case under the ultimate supervision of the Board. A Conflict of Interest Period is any time period while the daughter or any other family member of the Executive Director is employed by, or a consultant to Friends.

| Upon motion duly made by               | and seconded by | , ; | and following full | discussion, t | he |
|--|-----------------|-----|--------------------|---------------|----|
| Board adopted the following resolution | ns by a vote of | to  | _:                 |               |    |

RESOLVED that the Bylaws of the Corporation are hereby amended in the form presented to the meeting.

RESOLVED that the Secretary of the Corporation certify the foregoing adoption of the amendment to Bylaws, and cause the same to be maintained with the minutes of this meeting and in the appropriate records of the Corporation.

### Conflict of Interest Mitigation Plan 2023

Re: Dexter Henderson, Executive Office Director

Proposal to the Department of Developmental Services (DDS) Regarding the Use of Community Impact Development (CID II) as Housing Development Organization (HDO) for Community Placement Plan (CPP) and/or Community Resource Development Plan (CRDP)

#### 1. Background Facts.

- DDS has allocated funds to SCLARC under the CPP so that SCLARC can enter into contracts with one of more housing development organizations (each, an "HDO") to purchase and renovate homes in SCLARC's catchment area for occupancy by SCLARC's consumers.
- SCLARC's staff and Board desire to consider engaging Community Impact Development II, LLC,
   a Delaware limited liability company ("CID II") as an HDO to acquire and renovate CPP housing.
- SCLARC has had a long and positive history with CID II. Further, CID II is an experienced property operator, and its staff are very knowledgeable about the residential services and supports required by SCLARC's consumers in SCLARC's unique catchment area.
- SCLARC has not been able to identify any other housing operator which has the same level of understanding about SCLARC's consumers and their community than CID II.
- CID II's manager and sole member is Friends of South Central Los Angeles Regional Center for Developmentally Disabled Persons, a California nonprofit corporation ("Friends"). Friends is a supporting organization for SCLARC.
- Hillary Henderson is the Director of Operations and Administration of Friends. Ms. Henderson is my daughter (Dexter Henderson, SCLARC's Executive Director.)
- Ms. Henderson is not employed by CID II. However, she provides services to CID II under an
  arrangement between Friends and CID II. Friends bills CID II for the value of Ms. Henderson's
  services, and CID II reimburses Friends.
- DDS has expressed concerns that a conflict of interest exists between SCLARC and CID II because the familial relationship between and Hillary Henderson.
- 2. <u>Proposal to DDS</u>. To address DDS's concerns, SCLARC proposes implementing the following procedures. These procedures shall remain in effect for as long as both Dexter Henderson and Hillary Henderson continue to provide services to their respective organizations:
  - SCLARC's Board will be the sole decision-maker regarding whether to enter into any proposed contracts between SCLARC and CID II, including but not limited to CPP Housing Agreements. Dexter Henderson shall have no role in such process.
  - At any meeting of SCLARC's Board or staff to discuss any potential contract, existing contract or
    issue involving CID II, Dexter Henderson will excuse himself and leave the meeting for that
    portion of the discussion.
  - SCLARC will not enter into any CPP Housing Agreement or other contract with CID II unless SCLARC's Board expressly approves such contract, even if the amount is less than \$250,000.

- SCLARC will use a standard CPP Housing Agreement Form developed by SCLARC's outside counsel for all CPP housing agreements between SCLARC and CID II. This form is the same as used by numerous other Regional Centers throughout the State.
- Any contract between SCLARC and CID II, including any contract amendments, must be signed by a SCLARC officer other than Dexter Henderson.
- Dexter Henderson shall not be involved in any day-to-day activities or decisions involving CID II. If the matter is financial in nature, SCLARC's CFO shall lead all discussions, and shall not consult with Mr. Henderson. If the matter is operational in nature, SCLARC's Director of Community Services shall lead all discussions, and shall not consult with Mr. Henderson.
- All of the above procedures applicable to CID II shall also apply to any contracts between SCLARC and Friends.
- If DDS has any remaining concerns, DDS should feel free to propose additional conditions and requirements for SCLARC's consideration.

Any questions regarding this request may be directed to me at your convenience. Thank you for your consideration and

PRTING STATEMENT

## CONFLICT OF INTEREST REPORTING STATEMENT DS 6016 (Rev. 08/2013)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

| A. INFORMATION OF REPORTING INDIVIDUAL |  |   |  |
|--|--|---|--|
| Name: _Dexter Henderson                |  | Regional Center:                                |  |
| Regional Center Position/Title:        | ☐ Governing Board ☐ Vendor Advisory ☐ Contractor | Member<br>Committee sitting on Board<br>□ Agent | <ul><li>☑ Executive Director</li><li>☐ Employee</li><li>☐ Consultant</li></ul> |
| Reporting Status:                      | ☐ Annual ☐ Change of Status                      | ☐ New Appointment (date): _                     |  |
| If a change in status, date and        |  |   |  |

This is a modification pursuant to a request from DDS relating to questions 2,3,6,8,9 and 10.

1. Please list your job title and describe your job duties at the regional center.

Executive Director of SCLARC. Serves as CEO of Agency.

<sup>&</sup>lt;sup>1</sup> Change of status includes a previously unreported activity that should have been reported, change in the circumstance of a previously reported activity, change in financial interest, familial relationship, legal commitment, change in regional center position or duties, change in regional center, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

|    |  | ☐ Vendor Advisory on Board ☑ Executive Director ☐ Employee/Other |
|----|--|--|
| 2. | Do you or a family member <sup>2</sup> work for any entity or organization that is a regional center program yes on no If yes, provide the name of the entity or organization and describe what so regional center or regional center consumers. If the provider or contractor is a state or leprovide the specific name of the state or local governmental entity and describe your job of governmental entity. | ervices it provides for the ocal governmental entity,            |
|    | My daughter Hillary Henderson is employed by friends of SCLARC. Friends of S subsidiary called CID II. Hillary Henderson is the Director of Operations for Fos/O Henderson reports to friends of SCLARC Board President Terrence Payne. As I have no contractual negotiations or interactions regarding day-to-day operation Henderson. SCLARC's CFO is the primary Liaison with Fos/CID.                        | CID. Hillary<br>Director of SCLARC,                              |
| 3. | Do you or a family member own or hold a position <sup>3</sup> in an entity or organization that is a recontractor?  yes  no If yes, provide the name of the entity or organization, or provides for the regional center or regional center consumers, and describe your or your finterest.   | describe what services it  |
|    | Hillary Henderson is employed by Friends of SCLARC and reports to its Board its subsidiary CID owns and operates SCLARCs office complex. The position o day-to-day activities of all Community Impact Development's real estate project SCLARC staff and Property Management vendors including Building Engineers Managers, Maintenance Technicians, Security Guards, Custodians, and Parkin                     | versees the<br>ss, Friends of<br>s, Property                     |
| 4. | Are you a regional center advisory committee board member?   | to the regional center or  |
|    |  |  |
| 5. | If you are a regional center advisory committee board member and answered yes to all the above, do any of the following apply to you: (a) are you an officer of the regional center by purchasing services from a regional center provider; or (c) do you vote on matters where you interest?  yes  no If yes, please explain.   | oard; (b) do you vote on   |
|    |  |  |
|    |  |  |

☐ Governing Board Member

<sup>&</sup>lt;sup>2</sup> Family member includes your spouse, domestic partner, parents, stepparents, grandparents, siblings, stepsiblings, children, stepchildren, grandchildren, parent-in-laws, brother-in-laws, sister-in-laws, son-in-laws and daughter-in-laws. See California Code of Regulations, title 17, sections 54505(f).

sections 54505(f).

To purposes of this question, hold a position generally means that you or a family member is a director, officer, owner, partner, employee, or shareholder of an entity or organization that is a regional center provider or contractor. For a specific description of positions that create a conflict of interest in a regional center provider or contractor see the California Code of Regulations, title 17, sections 54520 and 54526.

|    |  | ☐ Employee/Other                                      |
|----|--|---|
| 6. | Do any of the decisions you make when performing your job duties with the regional cerfinancially benefit you or a family member <sup>4</sup> ? [Note: Governing board members do not har question if the financial benefit would be available to regional center consumers or their faging yes $\square$ no If yes, please explain.   | ve to answer "yes" to this                            |
|    | As the Executive director of SCLARC I sign all contracts under \$250, 000. The lapproves all business contracts over \$250, 000 and all real estate agreements. contractual activities with Fos/CID.   |   |
| 7. | Are you responsible for negotiating, making, <sup>5</sup> executing or approving contracts on beha center? ☑ yes ☐ no If yes, please explain.  | lf of the regional                                    |
|    | I approve all Regional Center contracts on behalf of the Regional Center. Howe reviewed or been involved in any contract negotiations involving FOS or CID.  | ver, since 2015 I have no                             |
| 8. | Do you have a financial interest in any contract <sup>6</sup> with the regional center?  | If yes, did you negotiate,<br>If yes, please explain. |
|    | I don't have any financial interest in any contract connected to The Regional Ce daughter works with CID as Director of Operations. SCLARC does have a 30-y agreement with FOS/CID Board of Directors. SCLARC prior and current CFO's Liaison with CID for matters relating to or impacting SCLARC operations. The Fast the primary interface with any CID contract with SCLARC. Any CID contract \$250,000 must be approved by SCLARC Board of Directors. | ear lease<br>have acted as a<br>Fos president serves  |
| 9. | Do any of your family members have a financial interest in any contract with the regional cell fyes, did you negotiate, make, execute or approve the contract on behalf of the regional cell fyes, please explain.   |   |
|    | I don't have any financial interest in any contract connected to The Regional Ce my daughter works with CID as Director of Operations. SCLARC does have a 3 agreement with FOS/CID Board of Directors. SCLARC prior and current CFO's Liaison with CID for matters relating to or impacting SCLARC operations.   | 0-year lease  |
|    |  |   |

☐ Governing Board Member ☐ Vendor Advisory on Board Executive Director

California Code of Regulations, title 17, sections 54523(b)(2) and 54528(b)(2) describes the types of conduct which constitute involvement in the making of a contract.

<sup>&</sup>lt;sup>4</sup> Generally, a decision can financially benefit you or a family member if the decision can either directly or indirectly cause you or a family member to receive a financial gain or avoid a financial loss. For a specific description of the types of decisions that can result in a financial benefit to you or a family member see the California Code of Regulations, title 17, sections 54522 and 54527.

For purposes of questions 8 and 9, a financial interest in a contract generally means any direct or indirect interest in a contract that can cause you or a family member to receive any sort of financial gain or avoid any sort of financial loss irrespective of the dollar amount. California Code of Regulations, title 17, sections 54523 and 54528 define when financial interests in a contract will occur.

| ☐ Governin | g Board Member   |
|------------|------------------|
|            | dvisory on Board |
| Executive  | Director         |
| ☐ Employee | e/Other          |

| 10. | Do you evaluate employment applications or contract bids that are submitted by your family member(s)? |
|-----|---|
|     | ☐ yes ☐ no If yes, please explain.  |

I do not evaluate any employment applications or contract bids relating to CID. CID is a separate organization, that has the capacity to accomplish these tasks without me or The Regional Center. The Director of Community Services independently reviews contract bids involving CID without involvement or approval from me.

| 11. | Your job duties require you to act in the best interests of the regional center and regional center consumers. Do you |
|-----|---|
|     | have any circumstances or other financial interests not already discussed above that would prevent you from acting    |
|     | in the best interests of the regional center or its consumers?  |

#### **B. ATTESTATION**

Dexter Henderson (print name) HEREBY CONFIRM that I have read and understand the regional center's Conflict of Interest Policy and that my responses to the questions in this Conflict of Interest Reporting Statement are complete, true, and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this statement is not accurate or that I have not complied with the regional center's Conflict of Interest Policy or the applicable conflict of interest laws, I will notify the regional center's designated individual immediately. I understand that knowingly providing false information on this Conflict of Interest Reporting Statement shall subject me to a civil penalty in an amount up to fifty thousand dollars (\$50,000) pursuant to Welfare and Institutions Code section 4626.