NOTIFICATION OF CONFLICT OF INTEREST AND CONFLICT RESOLUTION PLAN

WESTSIDE REGIONAL CENTER BOARD MEMBER
NILO CHOUDHRY

I. Law Governing Conflicts of Interest

The prohibition against regional center governing board member conflicts of interest has its origin in section 4626 of the Welfare & Institutions Code, subsection (d), which provides: "The department shall ensure that no regional center employee or board member has a conflict of interest with an entity that receives regional center funding. . . ."

That general prohibition is explained in more detail in Title 17, section 54520, of the California Code of Regulations, entitled "Positions Creating Conflicts of Interests for Regional Center Governing Board Members and Executive Directors," which provides, in pertinent part, as follows:

> (a) A conflict of interest exists when a regional center governing board member, executive director, or a **family member of such person** is any of the following for a business entity, entity, or provider as defined in section 54505 of these regulations...:
>
> (1) a governing board member;
> (2) a board committee member;
> (3) a director;
> (4) an officer;
> (5) an owner;
> (6) a partner;
> (7) a shareholder;
> (8) a trustee;
> (9) an agent;
> (10) **an employee;**
> (11) a contractor;
> (12) a consultant;
> (13) a person who holds any position of management; or
> (14) a person who has decision or policymaking authority.
>
> (Emphasis added.)

Title 17, section 54505, of the California Code of Regulations defines "Business Entity, Entity or Provider" to mean "any individual, business venture, or state or local government entity from whom or from which the regional center purchases, obtains or secures goods or services to conduct its operations. . . ."

Furthermore, Title 17, section 54533, subdivision (a) of the California Code of Regulations states:

> (a) When a present or potential conflict of interest is identified for a regional center board member, executive director, employee, contractor, agent, or consultant, the present or potential conflict shall be either eliminated or mitigated and managed through a Conflict Resolution Plan, or the individual shall resign his or her position with the regional center or regional center governing board.

II. Conflict of Nilo Choudhry

Nilo Choudhry is a Board Member at Westside Regional Center (hereinafter "WRC" or "the Regional Center"). As a returning Board Member, WRC Executive Director, Jane Borochoff, confirms

that Ms. Choudhry is a productive and valued member of the Board of Directors. Attached as Exhibit A is Ms. Choudhry's completed Conflict of Interest Reporting Statement.

Ms. Choudhry's brother, Hamid Choudhry ("Mr. Choudhry"), is employed by Maxim Healthcare Services ("Maxim"), a WRC vendor, to provide Personal Assistance and Respite services to Ms. Choudhry's son, Zak, who is a regional center client. Mr. Choudhry does not provide services to any other regional center client. While Zak had been receiving services from non-relative staff at Maxim prior to the Covid-19 pandemic, on July 1, 2021, Mr. Choudhry started to provide services to Zak due to concerns about non-family members entering the family home during the pandemic.

The fact that Mr. Choudhry is employed by Maxim, a vendor of WRC, providing Personal Assistance and Respite services to Ms. Choudhry's son, creates a direct conflict of interest for Ms. Choudhry. This document constitutes a disclosure of this conflict, a Conflict Resolution Plan to eliminate any adverse consequences from this relationship, and a request for approval of the Conflict Resolution Plan by the State Council on Developmental Disabilities ("SCDD") and the Department of Developmental Services ("DDS".)

III. Facts

The plan of action proposed herein is designed to eliminate any adverse consequences from the conflict. To better understand how the plan will eliminate any adverse consequences, this plan will first provide the facts regarding Ms. Choudhry's duties and responsibilities as a Board member and Mr. Choudhry's work with Maxim.

A. Ms. Choudhry's Duties as Board Member

As a Board Member, Ms. Choudhry regularly meets with other WRC Board members to create policy for the operation of the regional center. Policy is developed through recommendations from Board committees and the Executive Director. Direct operation of WRC is delegated to the Executive Director who is hired by the Board. WRC staff recommendations for policy initiation or modification either go to the Executive Director, who, in turn, refers them to the Board and/or an appropriate Board committee, as necessary, or go directly to the Board and/or appropriate Board committee, as necessary.

Ms. Choudhry's primary duties are as follows:

1. Attendance at monthly Board of Directors and Committee meetings, typically held on the second Wednesday of each month, remotely via Zoom. Board and Committee meetings are held both in person and virtually.
2. Because regional center operations are funded by DDS, pursuant to WRC's contract with DDS, each member of the Board of Directors is required to identify any potential conflict of interest as set forth in Welfare and Institutions Code sections 4626 and 4627 and their implementing regulations.

3. A part of a Board member's responsibility requires him or her to be an informed and active participant on the Board, voting on issues and approving regional center contracts of over $250,000. WRC does not have a direct contract with Maxim for Personal Assistance or Respite services; rather services are purchased by way of individual Purchase of Service authorizations.

Under the suggested Plan of Action, Ms. Choudhry will remain in her Board position, but will be regulated so that she has no role or involvement with any matter that would impact Maxim or any service provider which provides the same services as Maxim.

B. Mr. Choudhry's Duties at Maxim

Mr. Choudhry provides Personal Assistance and Respite services to Ms. Choudhry's son, Zak. Mr. Choudhry receives payment for the Personal Assistance and Respite services through Maxim. Mr. Choudhry does not provide services to any other regional center client.

IV. Conflict Resolution Plan

WRC and its Executive Director, Jane Borochoff, have concluded that Ms. Choudhry provides substantial value to the Board of WRC. After consideration of the totality of the circumstances and a careful review of the facts, the Executive Director believes it is in the best interests of WRC to create and implement a Conflict Resolution Plan to eliminate any adverse consequences from this relationship and seek approval of this plan by SCDD and DDS.

The first step in the Conflict Resolution Plan is to allow Ms. Choudhry to remain in her position on the Board of Directors, but to prohibit her from taking action that might impact Maxim or other service providers offering the same services as Maxim, which services include, but are not limited to, Personal Assistance, Respite, Day Care, and Nursing services. This will eliminate any instance in which Ms. Choudhry would have to vote, or take action for or against Maxim, and would eliminate any possible action by Ms. Choudhry to make recommendations concerning Maxim or to affect any of its competitors.

The second part of the Plan is to insulate Ms. Choudhry from any action regarding Maxim or any of its competitors. She would recuse herself from participation in any decision or vote regarding the drafting, planning, or discussion of rules, policies, or restrictions that would impact Maxim or its competitors. Any duties that potentially relate to Maxim or its competitors, or generic policies applicable to such vendor/s, represent a small portion of the valuable duties Ms. Choudhry performs on behalf of WRC, and these duties can be easily delegated to other WRC Board members.

WRC and Nilo Choudhry's suggested Conflict Resolution Plan for this conflict of interest is as follows:

1. Ms. Choudhry will take no action as a Board or Committee member on any matter that would impact Maxim or any competitor service provider, and, specifically, she will recuse herself from any vote or decision on any matter that would impact Maxim or any competitor service provider.

2. Ms. Choudhry will cease taking action on any matter that would impact Maxim or any competitor service provider.

3. Ms. Choudhry will not participate in the vote to approve any report, plan, opinion, recommendation or action regarding Maxim or any competitor service provider or any actions creating policy or approaches that would impact Maxim or any competitor service provider.

4. Ms. Choudhry will not participate in referrals or placement for Maxim or any competitor service provider. For any client served by Maxim or any competitor service provider, she will not participate in any review or discussion of any client's service issues brought to the attention of the Board; rather, such tasks will be addressed by other Board Members or Regional Center employees.

5. Ms. Choudhry will not participate in any decisions about Purchase of Service authorizations for Maxim or any competitor service providers.

6. Ms. Choudhry will not participate in the preparation, consideration, or any follow-up related to Special Incident Reports from or about Maxim or any competitor service providers.

7. Ms. Choudhry will not create or review any corrective action plans for Maxim or any competitor service providers.

8. Ms. Choudhry will not participate in any action or resolution of any complaints pertaining to Maxim or any competitor service providers.

9. Ms. Choudhry will take no part in decisions regarding vendor appeals, or fair hearings involving Maxim or any competitor service providers.

10. Ms. Choudhry will not access vendor files, either in electronic or hard copy form, which the regional center maintains about Maxim or any competitor service provider.

11. Ms. Choudhry shall not participate in approving any policies that apply to Maxim or any competitor service provider. Instead, these tasks will be the responsibility of the other Board Members.

12. Ms. Choudhry will not be involved in the approval by WRC in pursuit of any course of action involving Maxim or any competitor service provider.

13. The WRC Board of Directors has been informed about this Plan of Action, and has been informed of the need to ensure that Ms. Choudhry has no involvement in any action involving or affecting Maxim or any competitor service provider.

14. WRC has received approval from its Board of Directors regarding this waiver.

15. These restrictions only apply to Maxim and policies impacting Maxim and any competitor service providers. The bulk of Ms. Choudhry's Board and Committee duties will remain unchanged, unless the Board work would impact Maxim or any competitor service provider. This amounts to a reassignment of a small portion of her duties and will not reduce the value and productivity that Ms. Choudhry provides to the WRC Board.

16. Finally, WRC will also ensure that Maxim is informed of this Plan to ensure that there is no expectation that Ms. Choudhry, in her role as Board and Committee member, can take part in actions that impact Maxim or any competitor service provider.

V. Request Approval of Conflict Resolution Plan

For the reasons provided above, and in accordance with the Conflict Resolution Plan set forth above, WRC hereby requests that SCDD and DDS approve the Conflict Resolution Plan in this matter.

Respectfully submitted,

By: Nilo Choudhry
Nilo Choudhry, WRC Board Member

Date: 07/15/2026

By: ALMARIETHA MATHEWS
Almarietha Mathews, WRC Board President

Date: 07/21/2026

We approve of this Waiver Request for Nilo Choudhry:

State Council on Developmental Disabilities

By: _____
, SCDD

Date: _____

We approve of this Waiver Request for Nilo Choudhry:

Department of Developmental Services

By: _____
, DDS

Date: _____

Exhibit A

Reset Form

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: NILO CHOUDHRY Regional Center: Westside

Regional Center Position/Title:
- ☑ Governing Board Member
- ☐ Vendor Advisory Committee sitting on Board
- ☐ Contractor
- ☐ Agent
- ☐ Executive Director
- ☐ Employee
- ☐ Consultant

Reporting Status:
- ☑ Annual
- ☑ New Appointment (date): August 1, 2026
- ☐ Change of Status[1]

If a change in status, date and circumstance of change in status:

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

Board

Treasurer

[1] 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).

■ Governing Board Member
☐ Vendor Advisory on Board
☐ Executive Director
☐ Employee/Other

2. Do you or a family member[2] work for any entity or organization that is a regional center provider or contractor? ■ yes ☐ no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers. If the provider or contractor is a state or local governmental entity, provide the specific name of the state or local governmental entity and describe your job duties at the state or local governmental entity.

Maxim Health Services - brother Hamidul Choudhry - respite/personal assistance.

3. Do you or a family member own or hold a position[3] in an entity or organization that is a regional center provider or contractor? ■ yes ☐ no -- If yes, provide the name of the entity or organization, describe what services it provides for the regional center or regional center consumers, and describe your or your family member's financial interest.

Maxim Health Services - brother Hamidul Choudhry - respite/personal assistance.

4. Are you a regional center advisory committee board member? ☐ yes ■ no -- If yes, are you a member of the governing board or owner or employee of an entity or organization that provides services to the regional center or regional center consumers? ☐ yes ■ no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers.

5. If you are a regional center advisory committee board member and answered yes to all the questions in Question 4 above, do any of the following apply to you: (a) are you an officer of the regional center board; (b) do you vote on purchasing services from a regional center provider; or (c) do you vote on matters where you might have a financial interest? ☐ yes ☐ no -- If yes, please explain.

N/A

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[2] 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).

[3] For 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.

■ Governing Board Member
❑ Vendor Advisory on Board
❑ Executive Director
❑ Employee/Other

6. Do any of the decisions you make when performing your job duties with the regional center have the potential to financially benefit you or a family member[4]? [Note: Governing board members do not have to answer "yes" to this question if the financial benefit would be available to regional center consumers or their families generally].
❑ yes ■ no -- If yes, please explain.

7. Are you responsible for negotiating, making,[5] executing or approving contracts on behalf of the regional center? ■ yes ❑ no -- If yes, please explain.

Board reviews contracts over $250K.

8. Do you have a financial interest in any contract[6] with the regional center? ❑ yes ■ no -- If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center? ❑ yes ❑ no -- If yes, please explain.

9. Do any of your family members have a financial interest in any contract with the regional center? ❑ yes ■ no
If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center? ❑ yes ❑ no
If yes, please explain.

[4] 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.
[5] 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.
[6] 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.

■ Governing Board Member
❑ Vendor Advisory on Board
❑ Executive Director
❑ Employee/Other

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

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? ❑ yes ■ no -- If yes, please explain.

B. ATTESTATION

I NILO CHOUDHRY (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.

Signature _____ Date 7-11-2026

INTERNAL USE ONLY

Date this Statement was received by Reviewer:

The reporting individual ■ does ❑ does not have a ■ present ■ potential conflict of interest

Signature of Designated Reviewer	Date Review Completed
✍ Jane Borochoff	07/15/2026

Jane Borochoff, Executive Director

Reset Form

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

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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: NILO CHOUDHRY Regional Center: Westside

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Reporting Status:
- ☑ Annual
- ☑ New Appointment (date): August 1, 2026
- ☐ Change of Status[1]

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

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Treasurer

[1] 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).

■ Governing Board Member
☐ Vendor Advisory on Board
☐ Executive Director
☐ Employee/Other

2. Do you or a family member[2] work for any entity or organization that is a regional center provider or contractor? ■ yes ☐ no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers. If the provider or contractor is a state or local governmental entity, provide the specific name of the state or local governmental entity and describe your job duties at the state or local governmental entity.

Maxim Health Services - brother Hamidul Choudhry - respite/personal assistance.

3. Do you or a family member own or hold a position[3] in an entity or organization that is a regional center provider or contractor? ■ yes ☐ no -- If yes, provide the name of the entity or organization, describe what services it provides for the regional center or regional center consumers, and describe your or your family member's financial interest.

Maxim Health Services - brother Hamidul Choudhry - respite/personal assistance.

4. Are you a regional center advisory committee board member? ☐ yes ■ no -- If yes, are you a member of the governing board or owner or employee of an entity or organization that provides services to the regional center or regional center consumers? ☐ yes ■ no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers.

5. If you are a regional center advisory committee board member and answered yes to all the questions in Question 4 above, do any of the following apply to you: (a) are you an officer of the regional center board; (b) do you vote on purchasing services from a regional center provider; or (c) do you vote on matters where you might have a financial interest? ☐ yes ☐ no -- If yes, please explain.

N/A

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[2] 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).

[3] For 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.

■ Governing Board Member
❑ Vendor Advisory on Board
❑ Executive Director
❑ Employee/Other

6. Do any of the decisions you make when performing your job duties with the regional center have the potential to financially benefit you or a family member[4]? [Note: Governing board members do not have to answer "yes" to this question if the financial benefit would be available to regional center consumers or their families generally].
❑ yes ■ no -- If yes, please explain.

7. Are you responsible for negotiating, making,[5] executing or approving contracts on behalf of the regional center? ■ yes ❑ no -- If yes, please explain.

Board reviews contracts over $250K.

8. Do you have a financial interest in any contract[6] with the regional center? ❑ yes ■ no -- If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center? ❑ yes ❑ no -- If yes, please explain.

9. Do any of your family members have a financial interest in any contract with the regional center? ❑ yes ■ no
If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center? ❑ yes ❑ no
If yes, please explain.

[4] 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.
[5] 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.
[6] 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.

■ Governing Board Member
❑ Vendor Advisory on Board
❑ Executive Director
❑ Employee/Other

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

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? ❑ yes ■ no -- If yes, please explain.

B. ATTESTATION

I NILO CHOUDHRY (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.

Signature _____ Date 7-11-2026

INTERNAL USE ONLY

Date this Statement was received by Reviewer:

The reporting individual ■ does ❑ does not have a ■ present ■ potential conflict of interest

Signature of Designated Reviewer	Date Review Completed
✍ Jane Borochoff	07/15/2026

Jane Borochoff, Executive Director