

MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: MELINDA SULLIVAN

RE: NOVEMBER BOARD MEETING

DATE: NOVEMBER 17, 2021

The holidays are practically here! A reminder that, due to the Thanksgiving holiday, we are meeting on November 17th.

Executive Director's Report— I am bringing a contract for your review as it is over the \$250,000 threshold. You will find a summary memo as well as the draft contract in your packet under my report. I am also bringing the proposed 2022 Board Training Plan for your consideration.



BOARD OF DIRECTORS MEETING

DATE: Wednesday, November 17, 2021
TIME: 6:00 PM –Board Business Promptly
PLACE: Zoom - Conference Call

Register in advance for this meeting/webinar:

https://us02web.zoom.us/webinar/register/WN_3IKAmJB1TvmCfCT0sUN1mg

After registering, you will receive a confirmation email containing information about joining the meeting/webinar.

ACTION ITEM	ORDER	GENERAL SESSION AGENDA	
	1	CALL TO ORDER	Gloria Leiva
	2	PUBLIC INPUT/ANNOUNCEMENTS	Gloria Leiva
ACTION	3	APPROVAL OF MINUTES <ul style="list-style-type: none"> • October 27, 2021 	Gloria Leiva
ACTION ACTION	4	EXECUTIVE DIRECTOR'S REPORT <ul style="list-style-type: none"> • Board Recruitment Fair • Public Outreach • Contract Over \$250,000. • Board Training Plan 	Melinda Sullivan
	5	ADMINISTRATIVE AFFAIRS COMMITTEE <ul style="list-style-type: none"> • Review of Financial Statements 	Larry DeBoer Kaye Quintero
CLOSED SESSION	6 ACTION	EXECUTIVE SESSION <ul style="list-style-type: none"> • Approval of Minutes • Personnel • Litigation 	Gloria Leiva
	7	ADJOURNMENT	Gloria Leiva

APPROVAL OF MINUTES

LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION

Board of Directors

October 27, 2021

MINUTES

PRESENT

Louis Mitchell, Chair for Gloria Leiva
Elizabeth Beltran
Anthony Brouwer
Larry DeBoer
Mark Higgins
Kim Isaac
Dr. Alex Li
Jae Rhee
Yudy Mazariegos
Brigitte Sroujeh
Ana Villasenor

NOT PRESENT

Danielle Dejean
Dr. Anila Guruji
Gloria Leiva
Dina Richman

ADVISOR TO THE BOARD - PRESENT

Al Marsella

STAFF

Pablo Ibanez
Carmine Manicone
Kaye Quintero
Melinda Sullivan

GUESTS

Kimberly Bermudez
Carol Hernandez
Matan Koch
Lia Cervantes Lerma - SCDD
Diana Sandoval – DDS

CALL TO ORDER

Mr. Mitchell called the meeting to order at 6:09 PM. The meeting was conducted via Zoom.

PUBLIC INPUT

No public input was given.

ANNOUNCEMENTS

No announcements were made.

APPROVAL OF MINUTES

The minutes of September 22, 2021 were approved by consensus.

EXECUTIVE DIRECTOR'S REPORT

Alternative Staffing Model

Ms. Sullivan advised the Board that she is recommending the submission of the Alternative Staffing Model to DDS. The model will allow the inclusion of 4 additional positions in the March 2022 caseload ratio survey. The 4 positions include 2 Quality Assurance and 2 Family Support.

Ms. Sullivan explained the DDS criteria for approval of a model as follows:

- Community supports the model
- Must show value to the regional center community
- Must report support/opposition of community

Ms. Sullivan advised the Board that the Center informed its community about the Alternative Staffing Model by way of E-bulletin, as well as posting on the Center's Facebook page and website.

Zoom meetings were held with:

- Peer Support Partners (which consists of experienced parent leaders)
- Nine (9) different family support groups
- Programs and Services Advisory Committee of the Board
- Service Provider Advisory Committee of the Board

Over the years, the Alternative Staffing Model proposal has generated positive responses and wide support from our families and service providers. The Center received support letters that represented 16 families and 8 service provider agencies. Using Zoom, we were able to poll the participants at the various support groups. We polled 9 different groups for a total of 331 individuals, in which 208 supported, 0 opposed, 123 had no response to our Alternative Staffing Model.

Lanterman Regional Center staff are represented by a recognized labor union; the union provided no response.

Mr. DeBoer moved to approve the Alternative Staffing Model as presented, Ms. Beltran seconded the motion, and it passed unanimously.

Conflict of Interest Review

The Board reviewed the Conflict of Interest form for new board member Anthony Brouwer. It was determined that no conflict exists.

Mr. DeBoer moved to send the form to DDS, Mr. Higgins seconded the motion, and it passed unanimously.

Board Training Plan for 2022

For Information Only -

Ms. Sullivan reported that 8 board members completed the survey and identified topics of interest for consideration for the proposed 2022 Training Plan. A final plan will come to the Board in November for approval and will be sent to DDS in December.

Good Hope Medical Foundation Donation

Ms. Sullivan advised the Board that the Center received a \$5,000.00 donation from Good Hope Medical Foundation and it will be utilized for the Holidays Are For Sharing campaign. Ms. Sullivan thanked Dr. Li for recommending that the Center to be the recipient of this donation.

November Board Meeting Date Change

Due to the Thanksgiving Holiday, the November meeting date of 11/24/21 will be moved to 11/17/21. The Board will go dark in December.

ARCA REPORT

Mr. DeBoer advised the Board that he and Ms. Sullivan attended the ARCA meeting on October 21-22, 2021 via Zoom and that the highlights from the meeting were in the packet. Discussion followed.

ADMINISTRATIVE AFFAIRS COMMITTEE

New Language – RC/DDS Contract

Ms. Sullivan advised the Board that they could find in their packet a copy of the RC/DDS contract, which includes new language. This year there are 4 items that have been included in the C-1 Contract Amendment. Those items are:

- Resource Development
- Emergency Preparedness
- Board Governance
- Specialized Personnel and Monitoring

Ms. Sullivan reviewed the items and described how it is currently being done or needs to be implemented at the Center.

C-1 Amendment for FY 2021-22

Ms. Quintero reported that the Center received the C-1 allocation from DDS and it gives the Center the majority of the expected Operations funding, including many of the new contract items. The annual Operations budget is developed based on the funding in this allocation.

Operations Budget and Staffing Plan FY 2021-22

Ms. Quintero reviewed the operations budget, which details last fiscal years' actuals and compares this against our projections for this year.

Ms. Quintero reported that this year's staffing plan includes proposals to add 12 positions – a Participant Choice Coordinator, a Service Coordinator for the Foothill and Diverse Living Options team, a Deaf Access Specialist, Enhanced Caseload Unit (4 Service Coordinator position and 1 supervisor), a Community Navigator, an Emergency Services Manager, and a Purchase of Service Coordinator.

Since the plan was drafted, it was determined that there was still sufficient funding to proceed with the addition of a new team in the School Age Unit, which would include funding for a Regional Manager, four Service Coordinators, and one team Secretary. In addition, Ms. Sullivan informed the Board that the Assistant Director for the Ongoing Unit recently gave notice of her intent to retire in February. The Center is proposing to eliminate this position upon the Assistant Director's retirement and subsequently add a second Associate Director position and Executive Assistant position. In January 2022, the Center will evaluate the budget and make a determination about adding additional Service Coordinator positions as the budget allows to continue to bring down caseload ratios.

Mr. DeBoer moved to approve the operations budget as presented, Ms. Beltran seconded the motion, and it passed unanimously.

Mr. DeBoer moved to approve the staffing plan as presented, Ms. Beltran seconded the motion, and it passed unanimously.

REVIEW OF FINANCIAL STATEMENTS

Mr. DeBoer reviewed the financial statements through August 31, 2021.

Fiscal Year to date 2021-2022

In Operations (main contract) we have spent \$3,957,550 (14.4% of budget). In Purchase of services (main contract) we have spent \$40,216,271 before we add late bills. Including projected late bills, we will have spent \$44,239,571 (15.0% of budget).

Fiscal Year 2020-2021 (B-3)

This month we recorded \$40,022 in OPS and \$1,782,591 in POS. To date, we have spent 95% of our OPS and 97% of our POS allocations.

Fiscal Year 2019 - 2020 (A-8)

This month we recorded \$33,579 in OPS and \$39,185 in POS. To date, we have spent 99% of our OPS and 98% of our POS allocations.

PROGRAMS AND SERVICES COMMITTEE

2022 Performance Plan

Ms. Sullivan reported that the draft 2022 Performance Plan was developed by the Programs and Services Committee and was presented at 4 Community Meetings. She advised the Board that they could find the plan in the packet for review. Ms. Sullivan noted that there were no recommendations from the community that would require changes to the proposed plan.

Mr. DeBoer moved to approve the 2022 Performance Plan as presented, Dr. Li seconded the motion, and it passed unanimously.

Home and Community-Based Services Waiver Monitoring Review Report

Ms. Sullivan advised the Board that the Center received positive audit results on the Home and Community-Based Services Waiver and copies of the report could be found in the packet for information only.

NOMINATING COMMITTEE

Board Recruitment Fair

Ms. Sullivan advised the Board that the Center is hosting its first Board Recruitment Fair on November 4, 2021 at 4:30 pm. Ms. Sullivan encouraged board members to attend if available.

ADJOURNMENT FOR EXECUTIVE SESSION

Ms. Beltran moved to suspend the General Session meeting at 7:25 PM for Executive Session to conduct business on Approval of Minutes, Litigation, and Personnel, Mr. DeBoer seconded the motion, and it passed unanimously.

RECONVENE FOR GENERAL SESSION

The Board discussed in Executive Session the Approval of Minutes, Litigation, and Personnel.

ADJOURNMENT

The meeting was adjourned at 7:20 PM.

Mark Higgins, Secretary

/fl

BOARD OF DIRECTORS

ACTION LOG

October 27, 2021

	DESCRIPTION	ACTION	STATUS
	Approval of Minutes – September 22, 2021	<ul style="list-style-type: none">• Approved	
	Conflict of Interest Statement Review – <ul style="list-style-type: none">• Anthony Brouwer	<ul style="list-style-type: none">• Approved	
	Operations Budget or FY 2021- 22	<ul style="list-style-type: none">• Approved	
	Staffing Plan for FY 2021-22	<ul style="list-style-type: none">• Approved	
	2022 Performance Contract	<ul style="list-style-type: none">• Approved	

EXECUTIVE DIRECTOR'S REPORT



FRANK D. LANTERMAN REGIONAL CENTER

The first few years of a child's life are critical for their development. Children at risk of a developmental delay, or showing any signs of delay, may qualify for intervention and services through the Early Start program of California. Across the state of California, the Early Start program is coordinated by all 21 regional centers. With the guidance of service coordinators, an individualized plan for services and supports can make a difference in a child's development. For individuals over the age of 3, the regional centers also provide lifelong services and supports from the school age years through adulthood, including service coordination, individual service planning, education related advocacy and training. In partnership with the Family Resource Centers, parents and family members may receive parent-to-parent support, guidance, information and referrals to community resources. Due to the decline in referrals during the COVID-19 State of Emergency, it is important to know that your local regional center remains open and is accepting referrals. Although some regional center staff may be working remotely, they continue to work hard to ensure your child is receiving the services they need.

Los primeros años de la vida de un niño son críticos para su desarrollo. Los niños en riesgo de un atraso en el desarrollo, o que muestran signos de atraso, pueden calificar para la intervención y los servicios a través del programa Early Start de California. En todo el estado de California, el programa Early Start es coordinado por los 21 centros regionales. Con la guía de los coordinadores de servicios, un plan individualizado de servicios y apoyos puede marcar la diferencia en el desarrollo de un niño. Para las personas mayores de 3 años, los centros regionales también brindan servicios y apoyos de por vida desde la edad escolar hasta la edad adulta, incluida la coordinación de servicios, la planificación de servicios individuales, educación relacionadas con la defensa y capacitación. En asociación con los Centros de Recursos Familiares, los padres y los miembros de la familia pueden recibir apoyo, orientación, información y referencias a recursos comunitarios. Debido a la disminución de las referencias durante el estado de emergencia de COVID-19, es importante saber que su centro regional local permanece abierto y está aceptando referencias. Aunque algunos miembros del personal del centro regional pueden estar trabajando de forma remota, continúan trabajando arduamente para garantizar que su hijo reciba los servicios que necesita.



To find out exactly which regional center would serve your family, please visit:
www.dds.ca.gov/services/early-start/family-resource-center/regional-center-early-start-intake-and-family-resource-centers
www.dds.ca.gov/rc/listings

FRANK D. LANTERMAN REGIONAL CENTER

3303 Wilshire Blvd. Suite 700, Los Angeles, CA 90010 • (213) 383-1300 • (213) 252-5600 • kycr@lanterman.org • www.lanterman.org

MEMORANDUM

Date: November 3, 2021

To: Board of Directors

From: Rose Chacana

Re: Esperanza Community Housing Corp – Contract Renewal

Request to renew a two (2) year contract for Esperanza Community Housing's Promotora Program that provides Individual/Family training for Lanterman clients and families. There is no change in the budget.

In November 2013, Lanterman Regional Center (LRC) entered a pilot project with Esperanza Community Housing Corporation (Esperanza) in Los Angeles in an effort to address observed disparities in regional center services to a selected group of economically-underserved Spanish speaking families. The project targeted 52 families, all with at least one family member receiving LRC services and living in Service Planning Area 4 in central Los Angeles, the area served by Esperanza. Since then, the promotora program has expanded to serving up to 104 families at any time throughout the year. The program includes 4 Promotoras with capacity to serve up to 26 families each. Throughout the year, as families reach their goals they exit the program and new families are recruited.

The promotora program uses the community health worker model to provide extra support to families. A Promotor is a community member who has been trained in Esperanza's comprehensive health education curriculum and is uniquely linked to the cultural and regional connections in the community. Promotoras are knowledgeable in a wide range of health, advocacy, housing and social services. They utilize their relationship with the community and leadership capacity to link underserved and hard to reach communities to health and well-being services.

In Lanterman's Promotora program, the Promotoras are engaged in supporting families with the following objectives:

- 1) Ensure that they understand what services are available through the regional center and what the services can do for them
- 2) Help them access and utilize generic resources in the community
- 3) Develop the ability to self-advocate
- 4) Become more knowledgeable, effective consumers of services through regional center and community resources

Total cost of the program: \$647,003 for the two (2) year contract period

Because this contract is for \$250,000, Board approval is needed.

Thank you for your consideration of this request.

_____ Approved _____ Denied

Melinda Sullivan, Executive Director

Date

**AGREEMENT BETWEEN THE
FRANK D. LANTERMAN REGIONAL CENTER
AND
ESPERANZA COMMUNITY HOUSING CORPORATION**

This Agreement is made and entered into between the LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION, INC., doing business as the FRANK D. LANTERMAN REGIONAL CENTER, located at 3303 Wilshire Boulevard, Suite 700, Los Angeles, California 90010, hereinafter referred to as the "REGIONAL CENTER," and Esperanza Community Housing Corporation, whose address is 3655 S. Grand Avenue #280, Los Angeles, CA 90007, hereinafter referred to as the "CONTRACTOR." The CONTRACTOR and the REGIONAL CENTER may be referred to jointly as the "Parties".

RECITALS

REGIONAL CENTER is a private, non-profit, public benefit corporation which is required by statute (Welfare & Institutions Code section 4500, and following) to provide case management services for individuals with developmental disabilities ("Clients") in its area.

REGIONAL CENTER receives funds under a contract with the State Department of Developmental Services ("DDS").

CONTRACTOR is a community organization with the expertise in the nature of work required.

The CONTRACTOR has agreed to improve access and utilization of regional center services by clients identified by the REGIONAL CENTER.

The Parties desire to enter into an agreement whereby CONTRACTOR shall perform, as set forth herein and REGIONAL CENTER shall compensate CONTRACTOR for such services.

CONTRACTOR has been vendored in accordance with the requirements of Title 17 of the California Code of Regulations to provide such services.

It is the express intention of the parties that CONTRACTOR shall render services to REGIONAL CENTER as an independent contractor and not as the agent, employee, partner, or legal representative of the REGIONAL CENTER. CONTRACTOR is under the control of the REGIONAL CENTER as to the result of his/her services only and not as to the means by which said result is accomplished. CONTRACTOR shall, subject to the provisions of this Agreement, retain sole and absolute discretion and judgment with respect to the manner of rendering the services contemplated of him/her under this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the promises set forth below, the Parties agree as follows:

1. REGIONAL CENTER'S OBLIGATIONS

In accordance with Title 17, Section 50609, subdivision (c) of the California Code of Regulations, (Contract Fiscal Provisions), the obligation of the REGIONAL CENTER to make payments under this Agreement is expressly made contingent upon REGIONAL CENTER receiving and continuing to receive adequate funding from DDS. Subject to the terms for payments as provided herein, REGIONAL CENTER shall pay to CONTRACTOR the sums specified in Section 5 of this Agreement.

2. TERM

This Agreement shall be from July 1, 2021 until June 30, 2023 unless terminated earlier in accordance with the provisions stated herein.

3. GENERAL PROVISIONS

A. The CONTRACTOR agrees that it shall comply with all California statutes, laws and regulations applicable to the approved services of the CONTRACTOR and shall render services in accordance with the applicable provisions of the California Lanterman Developmental Disabilities Services Act (the Lanterman Act) set forth at Welfare & Institutions Code section 4500 and following, and the corresponding provisions of Title 17 of the California Code of Regulations, including, without limiting the generality of the foregoing, the Service Provider Accountability Regulations set forth at Title 17, California Code of Regulations, Section 50601 through Section 50612. The terms of this Agreement shall not be used to excuse compliance with any existing statutes or regulations.

B. The REGIONAL CENTER and the CONTRACTOR understand that periodic amendments to this Agreement may be necessary to conform to current law. Any amendment or modification to this Agreement shall be in writing and shall comply with the requirements of applicable statutes and regulations.

C. The CONTRACTOR agrees that the CONTRACTOR and any agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity, and not as officers or employees or agents of the State of California or the REGIONAL CENTER.

D. The REGIONAL CENTER and the CONTRACTOR shall be excused from performance during the time and to the extent that either Party is prevented from performing by acts of God, strikes, commandeering of vehicles, material, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party.

E. The CONTRACTOR shall not deny services or employment to any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, or physical or mental disability.

F. No waiver of a particular provision of this Agreement by the REGIONAL CENTER shall constitute a waiver of any other provision. Failure of the REGIONAL

CENTER to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

G. CONTRACTOR may neither assign, nor sub-contract any provision or service under this Agreement.

H. CONTRACTOR agrees that he, she or it and all of his, her or its agents and employees shall use reasonable and appropriate safeguards to protect all Client information in accordance with the privacy requirements of W&I Code sections 4514 and 5328 and the Health Insurance Portability and Accountability Act of 1996 Privacy Regulation (45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart E) ("HIPAA"). In this regard, all confidential information about Regional Center Clients in any electronic format shall be password protected and encrypted as appropriate. CONTRACTOR further agrees to report any disclosure or security incident of which he, she or it becomes aware to REGIONAL CENTER and to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of confidential information by CONTRACTOR, his, her or its agents or employees, in violation of this agreement. (45 C.F.R. §§ 164.314(a)(2)(i)(C); 164.504(e)(2)(ii)(C) and 164.530(f).)

I. CONTRACTOR understands and agrees that there is a Zero Tolerance Policy for Client abuse and neglect. Its terms include the following:

1. CONTRACTOR, and his, her or its agents and employees are required to report any incident or allegation of suspected abuse or neglect to the appropriate entities, including, but not limited to REGIONAL CENTER, pursuant to W&I Code section 15630.
2. Upon becoming aware of the reportable incident or allegation of abuse or neglect of a Client, CONTRACTOR, and his, her or its agents and employees shall take immediate action to ensure the health and safety of the involved Client and all other Clients receiving services from Contractor.
3. CONTRACTOR shall ensure that all of his, her or its agents and employees are fully informed upon hire and annually thereafter regarding this Zero Tolerance Policy and mandatory abuse and neglect reporting laws. Each employee must be knowledgeable of his or her responsibility to protect Clients from abuse and neglect, the signs of abuse and neglect, the process for reporting suspected abuse or neglect, and the consequences of failing to follow the law and enforce the Zero Tolerance Policy.
4. CONTRACTOR shall use all remedies available to him, her or it in statute and regulations to protect the health and safety of Clients, including, but not limited to preventing any Client interaction by any individual accused of and being investigated for alleged Client abuse or neglect of any kind,

until such time as investigation clears that individual for further work with Clients.

J. The CONTRACTOR agrees to defend, indemnify and save harmless the REGIONAL CENTER, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm or corporation which or who may be injured or damaged in any way by the CONTRACTOR or its agents or employees in the performance of this Agreement.

4. SCOPE OF WORK/PROGRAM PROVISIONS

A. The CONTRACTOR shall assist clients identified by the REGIONAL CENTER to improve their access and utilization of services. The REGIONAL CENTER shall provide related training and materials for the CONTRACTOR on regional center services. The goal of the promotoras is to develop social networks within the community. The Promotor will work with families to engage families who are disconnected and isolated to improve their access to services and increase utilization through coaching and mentoring. Families will learn to make informed decisions that will ultimately benefit the LRC client.

B. The CONTRACTOR shall maintain confidentiality of records in accordance with the provisions of Welfare and Institutions Code sections 4514, 5328, and 14100.2, as well as Title 22, California Code of Regulations, Sections 51009, as applicable.

C. The CONTRACTOR agrees diligently to use CONTRACTOR'S best efforts to provide the highest quality services of the nature contracted for herein while performing services under this Agreement. CONTRACTOR agrees to maintain in good order CONTRACTOR'S professional licensure, certification, and/or other professional designations, and to abide by all other legal and ethical obligations and requirements applicable to CONTRACTOR'S profession. CONTRACTOR agrees that all services provided under this Agreement shall be in accordance with currently approved methods and practices of the profession, as amended from time to time.

D. Except as expressly provided in this Agreement, CONTRACTOR shall have no authority to enter into or execute any agreement on behalf of the REGIONAL CENTER, to incur any liability or indebtedness of any kind or nature in the name of or on behalf of the REGIONAL CENTER or to otherwise bind the REGIONAL CENTER in any manner. CONTRACTOR shall not be authorized or empowered to exercise any management functions concerning the REGIONAL CENTER or to take part in any way in the control of the REGIONAL CENTER'S business affairs.

E. The REGIONAL CENTER shall not be responsible for withholding or paying any amount for workers' compensation insurance or any federal, state, or local income, payroll, or Social Security Tax of any type whatsoever, including without limitation (i) federal and California income taxes, (ii) federal social security taxes, or (iii) California unemployment tax or disability insurance, with respect to any compensation payable to CONTRACTOR hereunder.

F. The CONTRACTOR fully understands that CONTRACTOR, and not the REGIONAL CENTER, shall maintain his, her or its own payments and reports to the proper government agencies as required by law. Upon the request of the REGIONAL CENTER, CONTRACTOR shall provide the REGIONAL CENTER with written evidence of all such reporting and payments required to be made by him, her or it with respect to the compensation payable to him, her or it under this Agreement.

5. PAYMENTS BY REGIONAL CENTER

A. The CONTRACTOR shall be paid in arrears and upon receipt of an approved invoice. The CONTRACTOR shall be paid \$26,958.42 per month. Upon signing this Agreement, the CONTRACTOR agrees that all costs, including but not limited to staffing 4 Community Health Promoters and 1 coordinator/Director, office supplies, equipment, copying/printing, cell phones and travel are covered by the total amount payable under this Agreement. The maximum amount payable under this Agreement shall not exceed \$647,003 for the term of this Agreement.

B. The CONTRACTOR agrees to accept such payments as payment in full for the services provided. The CONTRACTOR shall not charge the REGIONAL CENTER more for the services provided than it charges to members of the public for the same services.

C. The CONTRACTOR understands that payments of vendor claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws.

D. The CONTRACTOR agrees to utilize the provisions of Title 17 of the California Code of Regulations section 50700 and following, pertaining to audits.

6. RECORDS MAINTENANCE

A. The CONTRACTOR shall maintain financial records relating to the actions contemplated by this Agreement that consistently conform to generally accepted accounting principles.

1. Such financial records shall clearly reflect the nature and amounts of all costs and all income; and
2. All transactions for each month shall be entered into the financial records within 30 days after the end of that month.

B. The CONTRACTOR shall maintain records clearly reflecting the nature and amounts of all costs for goods and services provided, including employee records relative to the provision of such goods and services.

C. The CONTRACTOR agrees to keep for a minimum period of five years from the date of final payment for the State fiscal year in which services are performed under this Agreement, all records which are necessary to disclose fully the extent of goods and services furnished under this Agreement. The CONTRACTOR agrees to furnish

these records and any information regarding payment claimed for providing such goods and services, upon request, to the REGIONAL CENTER or duly authorized representatives.

1. If any audit is in progress or an audit appeal is pending, the CONTRACTOR'S records shall be retained until all audit exceptions have been resolved.

D. The CONTRACTOR'S records pertaining to the service provided pursuant to the Agreement shall be open for audit by the Department of Developmental Services, the REGIONAL CENTER, and any authorized agency representative for a minimum of five years from the date of final payment of the State fiscal year. The CONTRACTOR shall accept financial liability for any audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless an appeal is filed pursuant to Section 50700 and following of Title 17 of the California Code of Regulations and liquidation is stayed pursuant to Section 50705 of said Regulations.

E. The CONTRACTOR shall maintain personnel, Client, financial, and service records in support of the goods and services delivered under this Agreement.

7. INSURANCE

CONTRACTOR is expected to maintain professional liability insurance for all work performed on behalf of REGIONAL CENTER clients and families and to name REGIONAL CENTER as additional insured on all such policies, as a condition of doing business with REGIONAL CENTER. The CONTRACTOR shall provide a copy of the policy to the REGIONAL CENTER.

8. CONTRACT TERMINATION PROVISIONS

A. FOR CAUSE. The conditions which constitute possible grounds for termination of this Agreement with cause include, but are not limited to, those in which it is determined that the CONTRACTOR has not complied with the provisions of this Agreement, applicable Federal and State law or regulations, and standards and provisions of Title 17 of the California Code of Regulations or other statutes governing the service program and/or provision of goods and services for persons with developmental disabilities.

Notice of such termination shall be:

1. In the form of a notice containing provisions for contract termination.
2. Conveyed to the CONTRACTOR 30 days in advance of payment and/or contract termination, pursuant to Title 17 of the California Code of Regulations section 50611.

B. WITHOUT CAUSE. Either party may terminate this Agreement, without cause, by providing 30 day's written notice to the other. CONTRACTOR shall perform services throughout the notice period, unless the Parties agree, in writing, to earlier

termination of such services. CONTRACTOR shall be paid for services performed through the end of the notice period.

I have received, read, understand, and agree to the terms and conditions set forth in and will abide by the standards and conditions governing this Agreement. This Agreement is considered to have been executed as of the day and year first above written though memorialized as of the day and year below written.

Reviewed by:

Kaye Quintero, Associate Director
FRANK D. LANTERMAN REGIONAL CENTER

Date

Melinda Sullivan, Executive Director
FRANK D. LANTERMAN REGIONAL CENTER

Date

Nancy Halpern-Ibrahim, Executive
Director
Esperanza Community Housing
Corporation

Date

Board Training Plan January – December 2022

Month	Subject	Amount of Time	Presenter	Expertise
January	<ul style="list-style-type: none"> Transparency – what’s required in the contract 	½ hour		
February	<ul style="list-style-type: none"> Human Resources TBD 	½ hour	Karem Chacana	Director of Human Resources
	<ul style="list-style-type: none"> Eligibility 	½ hour	Gwen Jordan	Director of Clinical Services, RN
March	<ul style="list-style-type: none"> New Initiative: No/low POS caseloads 	½ hour	Rose Chacana	Director of Koch Young Resource Center and Cultural Specialist
April	<ul style="list-style-type: none"> Abuse Awareness 	½ hour	Carmine Manicone in collaboration with Pablo and Maureen?	Director of Client and Family Services
May	<ul style="list-style-type: none"> Quality Assurance and Vending 	½ hour	Pablo Ibanez	Director of Community Services
June	<ul style="list-style-type: none"> Training & Development (TBD) 	½ hour	Maureen Wilson	Director of Training & Development
	<ul style="list-style-type: none"> Resource Development 	½ hour	Pablo Ibanez	Director of Community Services

July	<ul style="list-style-type: none"> • Role and Responsibilities of Board Members, including By-Laws. • Conflict of Interest • Whistleblower Policy 	2 hours	Melinda Sullivan Melinda Sullivan Melinda Sullivan	Curriculum developed by Corporate Legal Counsel, Enright & Ocheltree.
August	<ul style="list-style-type: none"> • How to Read Financials 	½ hour	Kaye Quintero	CFO & Director of Administrative Services
September	<ul style="list-style-type: none"> • Performance Plan • Alternative Staffing Model 	1 hour	Melinda Sullivan Carmine Manicone Pablo Ibanez Kaye Quintero	LRC Executive Team
October	<ul style="list-style-type: none"> • RC Organization & Staffing Plan 	½ hour	Kaye Quintero	CFO & Director of Administrative Services
November				
December (Dark)				

ADMINISTRATIVE AFFAIRS COMMITTEE

Frank D. Lanterman Regional Center

Administrative Affairs Committee

November 9, 2021

MINUTES

PRESENT

Larry DeBoer, Chair
Allison Fuller
Jack Gilbertson
Al Marsella
Dr. Tony Stein

NOT PRESENT

Marjorie Heller
Greg Schaffer
Kaye Quintero

STAFF

Melinda Sullivan
David Romer

CALL TO ORDER

The meeting was called to order at 12:05 P.M. The meeting was held via Zoom.

REVIEW OF MINUTES

The minutes of October 12, 2021 were reviewed and approved by consensus.

CHAIRPERSON'S REPORT

No report was given.

REVIEW OF FINANCIAL STATEMENTS

CASH FLOW

Mr. Romer stated that we are projected to have \$32,335,945 available at the end of January 31, 2022.

Mr. Romer reviewed the financial statements through September 30, 2021.

Fiscal Year to date 2021-2022 (C-1)

In Operations (main contract) we have spent \$6,539,378 (23.7% of budget). In Purchase of services (main contract) we have spent \$61,400,258 before we add late bills. Including projected late bills, we will have spent \$66,064,558 (22.3% of budget).

Fiscal Year 2020-2021 (B-3)

This month we recorded \$63,603 in OPS and \$309,860 in POS. To date, we have spent 95% of our OPS and 97% of our POS allocations.

Fiscal Year 2019 - 2020 (A-8)

This month we recorded \$72,209 in OPS and \$106,927 in POS. To date, we have spent 96% of our OPS and 98% of our POS allocations.

CALIFORNIA COMMUNITY FOUNDATION UPDATE

Mr. Romer reported that the restricted fund balance as of September 30, 2021 was \$1,292,828 and the balance of the unrestricted fund was \$258,034, for a consolidated fund balance of \$1,550,949.

REVIEW OF DONATION AND RELATED ACCOUNT

Mr. Romer reviewed the donation accounts. Ms. Sullivan discussed the Help Fund and the ways in which it has been accessed this past year. She asked the committee if they were in agreement with this and all said yes.

NEXT MEETING

The next meeting is scheduled on January 11, 2022.

ADJOURNMENT

The meeting was adjourned at 12:26 P.M.

/gs