

MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: MELINDA SULLIVAN

RE: OCTOBER BOARD MEETING

DATE: OCTOBER 26, 2022

I hope you and your families are all doing well. We have a very full agenda this month. The ARCA board will meet just prior to our board meeting, so we will forward the meeting summary in a separate email.

EXECUTIVE DIRECTOR'S REPORT – ACTION ITEM

I am bringing forward the proposed Alternative Staffing Model for the board's approval. As a reminder, we are required to request renewal of our plan on an annual basis. In your packet you will find an explanation of our proposal.

I will also review the board's calendar for the remainder of the year.

ADMINISTRATIVE AFFAIRS COMMITTEE - ACTION ITEM

One of the important actions that the Board takes on an annual basis is reviewing and approving the operations budget and the staffing plan for the Center. Kaye will review the planned changes. The Committee is recommending that the Board approve the Operations Budget and Staffing Plan for fiscal year 22-23.

PROGRAMS AND SERVICES COMMITTEE – Action Required

The committee has reviewed the Center's current Respite Purchase of Service policy. We've included both a red-lined version and a clean version for your consideration.

NOMINATING COMMITTEE – Action Required

The nominating committee is bringing forward Service Provider Advisory Committee nominations for the board's consideration.

We will take the time to recognize board members who are terming off this month. Dina Richman has taken a new position out of our catchment area and, as such, needed to resign. She has given us 12 years of dedication as a community member. Kimberly Isaac is also leaving the board, as she has completed her 10-year term as a Service Provider Advisory Committee member.

**BOARD OF DIRECTORS MEETING**

Wednesday, October 26, 2022
6:00 PM – Board Business Promptly

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_ONufJdW6Sf-wuuriq-BDbA

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 • September 28, 2022	Gloria Leiva
ACTION ACTION	4	EXECUTIVE DIRECTOR'S REPORT • Alternative Staffing Model • Contract over \$250,000. • Good Hope Donation • November Board Meeting Date – 11/16/22 • Board Holiday Gathering	Melinda Sullivan Pablo Ibanez
	5	ARCA REPORT	Larry DeBoer Melinda Sullivan
ACTION	6	ADMINISTRATIVE AFFAIRS COMMITTEE • Operations Budget & Staffing Plan for 2022-23 • Review of Financial Statements	Larry DeBoer Kaye Quintero
ACTION	7	PROGRAMS AND SERVICES COMMITTEE • Respite Service Standard	Melinda Sullivan
ACTION	8	NOMINATING COMMITTEE • Service Provider Advisory Committee (SPAC) Nominations • Board Recruitment Fair	Al Marsella Pablo Ibanez
	9	RECOGNITION OF OUTGOING BOARD MEMBERS	Gloria Leiva Melinda Sullivan
CLOSED SESSION	10 ACTION	EXECUTIVE SESSION • Approval of Minutes • Litigation • Continuity Plan	Gloria Leiva Melinda Sullivan
	11	ADJOURNMENT	Gloria Leiva

APPROVAL OF MINUTES

LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION

Board of Directors

September 28, 2022

MINUTES

PRESENT

Gloria Leiva, Chair
Elizabeth Beltran
Michael Cooney
Larry DeBoer
Kim Isaac
Louis Mitchell
Dr. Alex Li
Jae Rhee
Brigitte Sroujeh
Ana Villasenor

NOT PRESENT

Anthony Brouwer
Tina Daley
Danielle Dejean
Weller Killebrew
Lili Romero

ADVISOR TO THE BOARD - PRESENT

Al Marsella

STAFF

Pablo Ibanez
Carmine Manicone
Srbui Ovsepyan
Kaye Quintero

GUESTS

Louise Bell
Lia Cervantes Lerma – SCDD
Kristianna Moralls
Diana Sandoval – DDS

CALL TO ORDER

Ms. Leiva called the meeting to order at 6:00 PM. The meeting was conducted via Zoom.

PUBLIC INPUT

Ms. Cervantes-Lerma announced that the State Council on Developmental Disabilities is conducting statewide trainings on various topics throughout the year. A flyer was distributed to the Board.

APPROVAL OF MINUTES

Ms. Villasenor moved to approve the minutes of August 24, 2022, Ms. Beltran seconded the motion, and it passed unanimously.

EXECUTIVE DIRECTOR'S REPORT

Board Training Plan

Ms. Quintero presented the 2023 Board Training Plan for review and discussion. Ms. Quintero noted that this plan needs to be submitted to DDS annually. After review, the Board was in agreement with the document.

Mr. DeBoer moved to submit the plan to DDS, Ms. Beltran seconded the motion, and it passed unanimously.

ADMINISTRATIVE AFFAIRS COMMITTEE

Review of Financial Statements

Mr. DeBoer reviewed the financial statement summary through July 31, 2022 as follows:

Cash Flow

Mr. DeBoer reported that the Center is projected to have \$32,608,743 available at the end of November, 2022.

Fiscal Year to date 2022-2023 (D-Prelim)

In Operations (main contract) we have spent \$2,320,135 (10.1% of budget). In Purchase of services (main contract) we have spent \$15,908,634 before we add late bills. Including projected late bills, we will have spent \$21,950,190 (8.1% of budget).

Fiscal Year 2021-2022 (C-3)

This month we recorded \$921,035 in OPS and \$3,238,726 in POS. To date, we have spent 89.5% of our OPS and 87.8% of our POS allocations.

Fiscal Year 2020-21 (B-5)

This month we recorded \$5,156 in OPS and \$129,139 in POS. To date, we have spent 98.2% of our POS allocations.

Caseload Statistics

Ms. Quintero reported on the statewide caseload growth in addition to the monthly reporting of caseload growth included in the monthly financials. Dr. Li asked if there were any clients on a waiting list to receive evaluation for services. Ms. Quintero reported the Center's Intake unit is conducting business as usual with no waiting list.

PROGRAMS AND SERVICES COMMITTEE

2023 Performance Plan

Mr. Manicone reported that the draft 2023 Performance Plan was developed by the Programs and Services Committee and was presented at 4 Community Meetings. He advised the Board that they could find the plan in the packet for review. Mr. Manicone noted that there were no recommendations from the community that would require changes to the proposed plan.

Ms. Villasenor moved to approve the 2023 Performance Plan as presented, Ms. Beltran seconded the motion, and it passed unanimously.

ADJOURNMENT FOR EXECUTIVE SESSION

Ms. Sroujeh moved to suspend the General Session meeting at 6:14 PM for Executive Session to conduct business on Approval of Minutes, Mr. DeBoer seconded the motion, and it passed unanimously.

RECONVENE FOR GENERAL SESSION

The Board discussed in Executive Session the Approval of Minutes.

ADJOURNMENT

Mr. DeBoer moved to adjourn the meeting at 6:18 p.m., Ms. Sroujeh seconded the motion, and it passed by consensus.

Brigitte Sroujeh, Secretary

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BOARD OF DIRECTORS

ACTION LOG

September 28, 2022

	DESCRIPTION	ACTION	STATUS
	Approval of Minutes – August 24, 2022	<ul style="list-style-type: none">• Approved	
	Board Training Plan	<ul style="list-style-type: none">• Approved	
	2023 Performance Plan	<ul style="list-style-type: none">• Approved	

EXECUTIVE DIRECTOR'S REPORT

ALTERNATIVE STAFFING MODEL SERVICE COORDINATOR-TO-CLIENT RATIO WAIVER REQUEST

November 1, 2022

Lanterman Regional Center is requesting a renewal of its Alternative Staffing Model that allows two (2) Quality Assurance and two (2) Koch-Young Resource Center positions be included in the service coordination ratio. All four of these positions either complete aspects of the service coordinator position or directly support our service coordination employees. This waiver is in addition to the 11 new positions that the Center has filled this year in anticipation of its allocation for the anticipated 0-5 caseload ratio as well as efforts to reduce caseloads for those six and above. Once the Center receives its full allocation we will determine how many additional positions we can fill.

1. Specific Changes to the Required Staffing Arrangement

Lanterman Regional Center's Alternative Staffing Model proposes to include the following positions:

- 2 FTE Quality Assurance Specialists
- 2 FTE Family Support Specialists

2. Proposed Caseload Ratios

The Center-wide caseload ratio in March 2022 was 78:1. Using these numbers, and with the addition of the ASM four positions described in this proposal, the estimated ratio is 76:1.

3. Rationale for the Changes

The philosophy guiding the delivery of services for people with intellectual/developmental disabilities has evolved from one of institutional reform to de-institutionalization to community support. Our service delivery system continues to evolve towards one of empowerment and self-determination. This emphasis is seen in the services themselves as well as in the ways they are delivered and financed.

To gain maximum benefit from an empowerment model, individuals who receive services have been asked to assume a new role – as an active participant in partnership with service providers. It is a model requiring that clients and their families have the information necessary to make informed decisions and choices as well as the skills and support necessary to partner with service providers.

Quality Assurance

Lanterman Regional Center (LRC) utilizes specialized Quality Assurance staff to conduct residential monitoring including one (1) unannounced Semi-Annual Visit and one (1) unannounced Annual Review per licensed residential home per year. Through years of experience, our Center has concluded that utilizing staff with specialized training results in the most effective and efficient means of reviewing and monitoring the quality of services, housing and care provided to clients living in licensed residential homes. Our Quality Assurance staff receive special training, and remain current in Title 17 and Title 22 regulations and requirements, as well as learning best practices for residential care. These individuals also provide technical assistance to residential service providers, and complete corrective action plans as needed. Additionally, the Quality Assurance (QA) staff research and respond to complaints, provide technical assistance to residential service providers, and collaborate with Service Coordinators on all allegations of abuse involving regional center service providers.

In 1999, as part of our original request for an Alternative Staffing Model, we utilized the Citygate Survey formula to determine the number of QA work hours necessary for monitoring each home per year. As monitoring requirements have changed, we have updated our “workload detail” in order to calculate annual work hours required for completion of our Semi-Annual Residential Visits.

Annual Hours per Task/per Facility:

QA Activities at Residential Facilities	Unannounced Annual Review	Unannounced Semi-Annual Visit	QA Hours Per Facility Per Year
Preparation	1	.5	1.5
On-Site Visit	8	2	10
Write-up	3	.75	3.75
Exit Interview w/Vendor	1	.5	1.5
CAP Review	2	1	3
Technical Assistance	3	2	5
TOTAL	18	6.75	24.75

To calculate the annual QA work hours necessary for LRC to complete all residential monitoring, we multiplied the total number of QA monitoring hours necessary for each facility per year (24.75) by the total number of residential facilities monitored (135).

Annual QA hours per facility	x	Number of residential facilities	=	Annual work hours necessary to complete monitoring.
24.75	x	135	=	3,316.50 hours

We calculated the annual available work hours of one (1) QA staff person for completion of QA monitoring to equal:

Annual Work Hours	12 Sick Days 12 Holidays 21 Vacation Days 8 Educ/Training Days	Adjusted Annual Work Hours	% of Workday Available for QA	Annual Available Hours for QA Monitoring
2,080	- 424 hours	= 1,656	x 80%	= 1,325 hours

Please note that our original proposal in 1999 determined two Quality Assurance positions were necessary to complete these tasks for 117 residential homes. The Center now has 86 CCFs, 11 ICFs and 38 Specialized (service 113) for a total of 135 residential homes.

Mathematically, the formula requires 2.5 FTE. Lanterman is proposing to include two FTE Quality Assurance positions in our Alternative Staffing Model to relieve our residential service coordinators of the responsibility of residential monitoring.

Family Support and Resource and Information

Since 1993, the Koch-Young Resource Center (KYRC) at Lanterman Regional Center has functioned as a focal point for the development of family-professional partnerships within the Lanterman community, including the support of service coordination activities.

The Center's commitment to the KYRC as a tool for educating, empowering, and supporting clients and families has grown stronger over the years. Consistently our clients and families communicate the importance of accurate and timely information and the KYRC is the natural vehicle for responding to the need for information. Consequently, an "information-enhanced" Family Resource Center became an essential part of Lanterman Regional Center.

For information to be useful, it must be timely and accurate. It must be readily available to the "end users" (in this case, families and clients) as well as to those people who would recommend its use (in this case, service coordinators and other regional center staff). Finally, it must be offered in a variety of formats and settings appropriate to the individual learning styles and preferences of people who consume it. For example, while some people may be comfortable learning in a classroom setting with other learners, some may prefer to learn individually using other audio-visual formats or computer-based electronic technologies. During the COVID pandemic, the KYRC met the information needs of our families by quickly pivoting and providing its 13 support groups virtually and by transforming in-person trainings to virtual trainings and online recordings.

Maintaining a system that satisfies the criteria for useful information requires substantial human and financial resources. The Early Start Family Resource Center contract that originally supported Lanterman's FRC was intended to serve only families with children under the age of three, and it was funded accordingly. The Regional Center's commitment to provide these services to individuals with developmental disabilities and their families throughout the life span has necessitated that the resources devoted to the FRC be increased. The increase in human resources is addressed in this waiver request.

The KYRC, housed within Lanterman Regional Center and supporting its service coordination and clinical functions, serves as a cost-effective vehicle for the distribution of a wide range of informational, educational, and family support services. The work of the KYRC staff complements the work of service coordinators and clinical staff by providing direct assistance, support, and access to a vast array of information and resources that address the needs of families and clients, particularly at times of critical life decisions. During the COVID pandemic, it was the KYRC staff that distributed PPE and food boxes to more than 4,600 Lanterman families.

In addition to being cost-effective, the approach used by the KYRC capitalizes on the existing strengths of families, mobilizing and empowering them to take increased responsibility for themselves and their children with disabilities. The approach is flexible and allows creative responses to the unique, individual needs of

families as these needs change over time. It also recognizes and supports the decision-making authority of the family and the client. It subsumes activities that would otherwise be done by service coordinators as time allows.

The Family Support Specialist. We are requesting the inclusion of two Family Support Specialists (FSS): one is Spanish speaking and the other is Korean speaking. The FSS supports families directly through one-to-one contacts as well as through formal educational and training activities. A critical task is coordination of the family orientation program that introduces families to the regional center and its resources, including the Family Resource Center, as well as our Service Coordination and Advocacy Training (SCAT) which is aimed at giving clients and families the necessary skills to be active participants in the service system and more effective advocates for themselves with agencies and service providers. This past year the FSS conducted four SCAT trainings (Two in English, one in Spanish and one in Korean) with a total of 132 completing the SCAT classes and 14 family support groups, including a newly formed Filipino Support Group, continued to meet on a regular basis; using Zoom, the attendance at many of the support groups increased significantly.

Another crucial function of the FSS is coordination of the Regional Center's Peer Support Program. Through this program new families are matched with Peer Support Partners (experienced trained volunteer parents) whose first responsibility is to personally welcome the new families to the Center via welcome phone calls. Partners may also provide one-to-one emotional support and information at critical times such as when the client is first diagnosed or at any of the major life transition points. Peer Support Partners are matched on factors such as language, ethnic and cultural background, disability, and primary issues being dealt with by the family. In this way, the program recognizes the variety of cultural preferences, values, and lifestyles of our families. During the pandemic, a total of 1370 welcome calls were completed and 100 families were matched to a Peer Support Partner.

An additional component of the Peer Support Program is Parent Support Groups. These groups are tailored to a variety of disability types, cultural groups, developmental stages, and other issues of concern to families. The Family Support Specialist, in cooperation with service coordination staff, offers technical assistance and ensures the availability of human and other resources necessary for these groups to thrive. Currently the FSS supports a total of 14 active support groups.

Finally, the KYRC coordinates an Information and Referral Help Desk where clients and families can use a toll free telephone number to obtain individualized assistance. Help-Desk staff research questions on any topic relevant to services and supports for people with developmental disabilities. Information requests are answered within 24 hours. Clients and families may also access Information and Referral services through their service coordinators who, in turn, may seek assistance from the KYRC.

4. How proposed staffing arrangements will benefit clients and families

The Quality Assurance component of our proposal allows specialized staff to conduct the monitoring and provide technical assistance as needed, which helps to assure clients are referred to quality services. This model also allows service coordinators to focus their efforts on their clients and families and not be distracted by the additional responsibilities of monitoring the licensed residential homes.

The KYRC component of our proposal ensures direct and timely access to information and supports required by families and clients, particularly at times of critical life decisions. It also provides LRC service coordinators and other staff with up-to-date information that enables them to be more responsive to and more effective advocates for their families. Finally, it enables families and clients themselves to directly

obtain training, information, and support that, absent the KYRC, would be available only from service coordinators.

As the Self-Determination Program becomes available to all interested clients and families, this model will prove to be an effective empowerment tool, giving clients and families the information, support, and skills they need to exercise self-advocacy and increase their sense of control over their own lives. The result is greater self-determination and greater self-reliance.

More specific benefits to families include:

- Accurate and timely information on a wide variety of topics through an automated library collection of over 8,000 catalogued items that can be accessed anytime through the Internet or onsite at the FRC.
- Direct access to the Network of Care (NoC), an on-line data base of vendored and generic/community resources.
- Response to requests for information (including information in the NoC) through the Referral Help-Desk within 24 hours.
- Individualized, disability-specific resource packets for all new eligible clients and other clients/families upon request.
- Guide to the Regional Center: "Your Partners in Life-Long Support."
- One-to-one support for families provided by trained volunteer parents (Peer Support Partners).
- Technical assistance and support for the development and maintenance of support groups in the Lanterman community.
- Formal education and training activities that teach skills, inform and empower families, and help create leaders for the Lanterman community.

Families and clients also benefit indirectly as a result of support provided by the KYRC to service coordinators. Support includes:

- Research support aimed at identifying and locating specific generic and community resources for families and clients.
- Research support focused on specific disabilities and associated services.
- Technical assistance and support to service coordination teams for the production of printed and audiovisual materials for the use of families and clients.
- Technical assistance and support to service coordination teams in providing the initial orientation to new eligible clients and their families.

Conclusion

The alternative model described in this document reflects Lanterman's philosophy of service coordination, away from the original model under which the service coordinator was virtually the sole provider of information, education, and support, providing these services one "case" at a time. The quality of services delivered under this model was subject to variation due to factors such as the service coordinator's workload and priorities at the time of the request for assistance, and his or her background, knowledge, and expertise.

Under the alternative model, much of the responsibility for the provision of quality monitoring, information, education, and support is shifted to regional center staff who are specialists in these areas. The QA staff are experts in residential monitoring and the provision of technical assistance to residential service providers; gathering information and evaluating it to ensure its accuracy, relevance, and timeliness, and maintaining it in ways that facilitate easy access by users. The KYRC staff are experts in the development

of educational and training activities and in their delivery. They not only improve the quality of content, but they also reduce variation across clients and families in the delivery of the focus services.

These QA and KYRC positions are a critical link for service coordinators, working very closely with these professionals who may call upon them for information and support. They increase service coordinators' efficiency and productivity, and they make them more expert by ensuring that the information they use is current and accurate.

The addition of these four positions to the service coordination function is a very powerful intervention. It enhances the quality of the information, education, and support services provided. More importantly, it will guarantee consistent and reliable delivery of services that otherwise might only occur on a "catch-as-catch-can" basis in the hands of even the most conscientious service coordinator.

The personal empowerment paradigm for service coordination increases the opportunities for clients and families to exercise decision-making skills in their day-to-day living and increase their capacity to determine their own futures. This shift is very much in concert with legislative policy, as demonstrated in the Self Determination Program as well as expressed in the Welfare and Institutions Code, that calls for the service system to "meet the needs and honor the choices" of persons with disabilities and their families through the use of "information, skills, coordination, and collaboration."

November 2, 2022

Mr. Ernie Cruz
Assistant Deputy Director
Office of Community Operations
Department of Developmental Services
1600 9th Street
Sacramento, CA 95814

Re: Alternative Staffing Model (ASM) Request

Dear Mr. Cruz,

Lanterman Regional Center is requesting an Alternative Staffing Model (ASM) waiver pursuant to the Welfare and Institutions Code section 4640.6(h). Enclosed please find our rationale for our proposal alternative staffing model; the Board of Directors supports this proposal and at our recent October board meeting authorized me to submit this request.

We informed our community about our Alternative Staffing Model by way of our E-bulletin, as well as posting on our Face Book page and website, www.lanterman.org. We held Zoom meetings with our Peer Support Partners, which consisted of 28 experienced parent leaders, as well as nine (9) different family support groups.

Over the years, our Alternative Staffing Model proposal has generated positive responses and wide support from our families and service providers. Copies of 15 support letters from families and services providers are included with this letter. Using the Zoom, we were able to poll the participants at the various support groups. We polled 11 different groups, totally 279 individuals; 169 participants responded to the poll in support our Alternative Staffing Model. In addition, one individual responded as neutral and the others chose not to partake in the poll.

Lanterman Regional Center staff are represented by a recognized labor union; the union provided a response which is also included with this letter.

Our proposed model includes the collaboration of service coordination, quality assurance and resource center staff to support the almost 11,400 Lanterman clients and families; families and service providers see the value of these specialized staff. As emphasized in our proposal, the personal empowerment paradigm for information and coordination of services increases the opportunities for clients and families to exercise decision-making skills in their day-to-day lives and increase their capacity to determine their own futures. This model is in concert with legislative policy, as demonstrated in the Self Determination Program as well as in the Welfare and Institutions code that calls for the service system to 'meet the needs and honor the choices' of persons with intellectual and developmental disabilities and their families through the use of 'information, skills coordination and collaboration'.

Thank you for your consideration and please contact me directly if there are any questions.

Sincerely,

Melinda Sullivan
Executive Director

Cc: Brian Winfield

Attachments:

1. The Alternative Staffing Model
2. Notice and polling sheets
3. Letters of Support
4. UE letter

DRAFT

Memorandum

To: Board of Directors

From: Carmine Manicone, Srbui Ovsepyan and Pablo Ibañez

Date: October 19, 2022

Re: Crisis Support Services – contract renewal

This is a request to renew our current contract with Crisis Support Services (CSS), a division of Stephanie Young Consultants, to continue providing crisis response services to Lanterman Regional Center clients.

CSS is used as a support service for all people associated with locked facilities and those with Special Incident Reports (SIRs) involving psychiatric hospitalizations, allegations of abuse involving family members, and other at-risk clients identified by staff. The outcome is to stabilize and support the individual so they can remain in the least restrictive setting.

CSS has a dedicated FDLRC crisis response team comprised of eight team members that provide up to 800 hours per month of support and intervention to our clients/families and service providers. Based on an initial assessment CSS develops a behavioral support/training plan for the primary caregivers and also provides crisis prevention, emergency response intervention and critical situation support. The response team works with the family or service provider to develop strategies to address behavioral concerns. CSS staff are trained in situations when police or hospitalization involvement might be deemed necessary and, if needed, the team will assist the family in contacting the police or taking the client to the hospital and stays with the family during this process.

As mentioned previously, CSS provides up to 800 hours a month of direct service hours to Lanterman Regional Center. Once a family or service provider is affiliated with CSS, they have direct 24 hour a day, 7 day a week access to the crisis team. When contacted, CSS determines whether phone support is sufficient or whether the team needs to go to the residence. CSS collaborates with community partners using a wrap-around approach; these partners include, but are not limited to, immediate family members, mental health professionals, schools, social service agencies and law enforcement.

Prior to the availability of specialized crisis supports the regional center struggled with supporting individuals with severe behavior challenges in their homes, including licensed residential homes; this was compounded when an individual had a co-existing mental health diagnosis, evidenced by unplanned psychiatric hospitalizations, episodes of abuse and inability to locate an appropriate living option.

CSS provides regular reports to Lanterman Regional Center and meets regularly with Lanterman staff to review and discuss trends and individual client needs.

The renewal of this contract covers a two-year period beginning October 1, 2022 until September 30, 2024 unless terminated earlier per contract provisions. The contract amount is for \$65, 990 a month not to exceed \$1,583,760.00 for the two year period.

AGREEMENT BETWEEN THE
FRANK D. LANTERMAN REGIONAL CENTER
AND
STEPHANIE YOUNG CONSULTANTS

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 Stephanie Young Consultants, whose address is 201 N. Brand Blvd. Suite 200, Glendale, CA 91203, 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 provider with the expertise in the nature of work required.

The CONTRACTOR has agreed to provide crisis support services.

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 **October 1, 2022 until September 30, 2024** 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 provide crisis response and support services to identified clients and as outlined in the program design.

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 upon receipt of an approved invoice. The CONTRACTOR shall be paid **\$65,990/month**. The maximum amount payable under this **contract shall not exceed \$1,583,760 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

Stephanie Higgins
STEPHANIE YOUNG CONSULTANTS

Date

PROGRAMS AND SERVICES COMMITTEE

Frank D. Lanterman Regional Center

Programs & Services Committee

October 12, 2022

MINUTES

PRESENT

Lupe Trevizo-Reinoso, Chair
Oscar Carvajal
Debbie Cornejo
Karla Garcia
Darryl Goodus
Howard McBroom
Trudy Robinson

STAFF

Carmine Manicone

GUESTS

Kristianna Moralls

NOT PRESENT

Yudy Mazariegos
Christopher Perri

CALL TO ORDER

Ms. Trevizo-Reinoso called the meeting to order at 10:05 A.M. via Zoom.

APPROVAL OF MINUTES

The minutes of September 14, 2022 were reviewed and approved by consensus.

QUALITY INCENTIVE PROGRAM (QIP)-FOR PROVIDERS

Mr. Manicone reviewed the Quality Incentive Program for providers. He clarified that phase 1 has already begun. Vendors have been informed about these measures via webinars and Mr. Carvajal confirmed that he has received e-mails regarding this. Mr. Goodus added that he has only received an organizational survey. Discussion followed.

SERVICE STANDARD REVIEW-RESPITE

Mr. Manicone reviewed the respite service standard and reported that it has not been revised since the last time it was shared with this committee. The committee discussed the standard and suggested moving the IHSS sentence from where it is to another location later in the standard.

Ms. Garcia made a motion to approve the respite service standard with one edit stated above for final Board approval. Mr. Goodus seconded the motion and it was approved by consensus.

OTHER

Mr. Manicone reported that the center will have an older adult (55 and older) unit as part of the staffing plan this upcoming year.

NEXT MEETING

The next committee meeting is scheduled on November 9, 2022.

ADJOURNMENT

The meeting was adjourned at 11:30A.M.

/gs



TITLE: Respite

DOCUMENT: Service Standard

DATE REVISED: Approved by the Board of Directors on August 23, 2017

Approved by the Department of Developmental Services on November 28, 2018

Respite is a support service designed to provide family members, or those who reside in the home and act as primary caregivers for a person with a developmental disability, with temporary relief from the constant care required to ensure the health and safety of a person with a developmental disability. Respite may be provided in the person's own home or in a licensed residential facility, on a planned or emergency basis. Respite is not designed to be used as day care.

Families are expected to provide for their own respite with the assistance of family members or friends or through the use of paid supports. If, however, the Interdisciplinary Team determines that the person requires a degree of care beyond that normally required by an individual of the same age without a disability, Regional Center funded respite may be authorized. ~~In-Home Support Services (IHSS) may be considered if it meets the respite needs as identified in the Individual Program Plan.~~

For children under the age of 3, the Regional Center does not purchase respite except as child care when it is required to enable the child's parents to participate in or receive other services in order to meet the outcomes of the child's IFSP.

Through a person centered planning process, and based on the needs of the individual and the family, a person may be considered for up to 30 hours per month of purchased respite to ensure the person has adequate support and that primary caregivers have an opportunity to attend to other matters. Individuals can be considered for additional monthly respite hours based on exceptional circumstances including, but not limited to, the factors described below. Additionally, In-Home Support Services (IHSS) may be discussed and considered if it meets the respite needs as identified in the individual planning process:

- A) The person has serious, documented challenging behavioral support needs, such as leaving/running away without adequate support to ensure health and safety, aggressive acting out, assaultive or self-abusive behaviors, or hyperactivity, that may present a danger to the person or others;

- B) The person has significant medical needs, such as the need to be closely monitored for uncontrolled seizures or respiratory problems, to receive special feeding, or to receive care for a gastrostomy, tracheotomy or special equipment;
- C) The person has significant cognitive/self-help skill deficits when compared to a non-disabled person of the same age, such as, for an adolescent or adult, the inability to eat, use the restroom or walk independently;
- D) The family is experiencing severe stress from a situation such as chronic or serious illness, more than one family member with a disability, or disability of the primary caregiver, that precludes care of the person with a developmental disability or creates the potential for neglect or abuse;
- E) The need to care for an older adult client who continues to reside in the family home with aging parents or caregivers who have difficulty meeting the care needs of the person being served;
- F) The family experiences an emergency, such as serious illness or death of a family member or hospitalization of a parent or caregiver; or
- G) The family is experiencing other exceptional circumstances that may temporarily impede the parents or caregivers ability to provide care for the individual being served.

Note: All exceptions are presented to the POS Funding Committee and reviewed by the executive director or designee.



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- A) The person has serious, documented challenging behavioral support needs, such as leaving/running away without adequate support to ensure health and safety, aggressive acting out, assaultive or self-abusive behaviors, or hyperactivity, that may present a danger to the person or others;

- B) The person has significant medical needs, such as the need to be closely monitored for uncontrolled seizures or respiratory problems, to receive special feeding, or to receive care for a gastrostomy, tracheotomy or special equipment;
- C) The person has significant cognitive/self-help skill deficits when compared to a non-disabled person of the same age, such as, for an adolescent or adult, the inability to eat, use the restroom or walk independently;
- D) The family is experiencing severe stress from a situation such as chronic or serious illness, more than one family member with a disability, or disability of the primary caregiver, that precludes care of the person with a developmental disability or creates the potential for neglect or abuse;
- E) The need to care for an older adult client who continues to reside in the family home with aging parents or caregivers who have difficulty meeting the care needs of the person being served;
- F) The family experiences an emergency, such as serious illness or death of a family member or hospitalization of a parent or caregiver; or
- G) The family is experiencing other exceptional circumstances that may temporarily impede the parents or caregivers ability to provide care for the individual being served.

Note: All exceptions are presented to the POS Funding Committee and reviewed by the executive director or designee.

NOMINATING COMMITTEE

NOMINATING COMMITTEE

October 19, 2022

MINUTES

PRESENT

Al Marsella, Chair
Larry DeBoer
Louis Mitchell
Brigitte Sroujeh

STAFF

Melinda Sullivan

CALL TO ORDER

The meeting was called to order at 12:00 p.m. The meeting was held via Zoom.

APPROVAL OF MINUTES

Mr. DeBoer moved to approve the minutes of April 20, 2022, Mr. Mitchell seconded the motion, and it passed unanimously.

SERVICE PROVIDER ADVISORY COMMITTEE (SPAC) NOMINATIONS

Ms. Sullivan advised the Committee that Mr. Ibanez and Ms. Isaac, SPAC Chair, received confirmation from 4 service providers who wish to be re-elected as SPAC members. A memo with background information on the applicants was provided to the Committee. Mr. Ibanez and Ms. Isaac, SPAC Chair, are recommending the following for re-election as follows:

<u>Name</u>	<u>Agency</u>	<u>Type of service(s)</u>
Keri Castaneda	Ability First	Adult Day Programs Children's Programs Work Programs
Kyra Griffith	TLC Pediatric Therapy	Early Intervention
Andrew Day	PCS	Adult Day Programs Other Living Options
MichaelAnn Gabriele	Villa Esperanza	Early Intervention Specialist

Mr. DeBoer moved to recommend that the Board re-elect the applicants as presented, Ms. Sroujeh seconded the motion, and it passed unanimously

BOARD RECRUITMENT

Board Composition Survey

Ms. Sullivan advised the Committee that the Center submitted the 2022 Board Composition Survey to DDS. A copy of the survey summary page was in the packet for information only.

Discussion followed.

Board Recruitment Fair

Ms. Sullivan advised the Committee that the Center is hosting its second Board Recruitment Fair on November 3, 2021 at 4:30 pm. The meeting will be held virtually and has been promoted on the Center's website, Facebook page, and e-bulletin. Discussion followed.

Ms. Sullivan encouraged committee members to attend if available.

ADJOURNMENT

The meeting was adjourned at 12:20 p.m.

/fl

MEMORANDUM

DATE: September 22, 2022

TO: Nominating Committee
Melinda Sullivan

FROM: Pablo Ibañez

RE: **Service Provider Advisory Committee (SPAC)**

Current SPAC Chair Kim Isaac has reached her term limit and will serve in her official capacity through October 2022. In accordance with Welfare & Institutions Code section 4622(i) SPAC has selected Dee Prescott, Easter Seals, as the new chairperson. SPAC is in the process of filling the SPAC Committee member vacancy created by Kim's departure.

Terms for the four following SPAC members are expiring October 31, 2022: Keri Castaneda, Kyra Griffith, Andrew Day and MichaelAnn Gabriele. They have all expressed wanting to continue as committee members and their interest statements are attached. Each of these members attends SPAC meetings and has helped coordinate and/or participate in one or more SPAC sponsored events during their term. Kim Isaac, SPAC Chair, has reviewed the interest statements of these members.

Following is the agency each applicant represents and the type of service(s) provided.

<u>Name</u>	<u>Agency</u>	<u>Type of service(s)</u>
Keri Castaneda	Ability First	Adult Day Programs Children's Programs Work Programs
<i>Kyra Griffith</i>	<i>TLC Pediatric Therapy</i>	<i>Early Intervention</i>
Andrew Day	PCS	Adult Day Programs Other Living Options
MichaelAnn Gabriele	<i>Villa Esperanza</i>	<i>Early Intervention Specialist</i>

We are recommending appointment of all four renewing applicants.

Thank you for your consideration of these nominations.

I Andrew Day, am



interested

not interested

in being considered by the Board of Directors for another term on the Service Provider Advisory Committee.

Signature _____

8/15/22

Date _____



I, Keri Castañeda, am

X interested

 not interested

in being considered by the Board of Directors for another term on the Service Provider Advisory Committee.

Signature

08/23/2022

Date

FRANK D. LANTERMAN



REGIONAL CENTER

I Kyra Griffith, am

✓ interested

 not interested

in being considered by the Board of Directors for another term on the Service Provider Advisory Committee.

Ky Griffith
Signature

8/30/2002
Date

FRANK D. LANTERMAN



REGIONAL CENTER

I Michaelann Gabriele, am

✓ interested

 not interested

**in being considered by the Board of Directors for another term on the Service
Provider Advisory Committee.**

Michaelann Gabriele
Signature

8/22/22
Date