

EXECUTIVE DIRECTOR'S REPORT

DEPARTMENT OF DEVELOPMENTAL SERVICES

The Department of Developmental Services (DDS) provides a variety of services to individuals with developmental disabilities that allow them to live and work independently or in supported environments. California is the only state that provides developmental services as an individual entitlement.

SIGNIFICANT ADJUSTMENTS

- **Service Provider Rate Reform: Implementation**—The Budget maintains an estimated annual \$1.2 billion General Fund by 2024-25 to fully implement service provider rate reform with a focus on improving outcomes and quality of services and to address disparities within the system. The Budget also makes various program modifications that focus on promoting stability and predictability for service providers, including by allowing rate models to be adjusted when the statewide minimum wage increases.
- **Service Provider Rate Reform: Independent Living Services**—\$15 million (\$8.5 million General Fund) in 2023-24 and \$60 million (\$34 million General Fund) in 2024-25 and ongoing to adjust Independent Living Services rate assumptions to align the types of services provided with more equivalent occupations, such as teachers, social and human service assistants, and rehabilitation counselors.
- **Safety Net Plan Update**—\$28.7 million ongoing (\$22.1 million General Fund) to expand safety net services to further support individuals with complex needs. The updated Safety Net Plan includes the development of a residential program in the community for adolescents and adults with high-intensity co-occurring developmental disabilities and mental health diagnoses, conversion of two Stabilization Training Assistance Reintegration homes to Intermediate Care Facility-licensed homes, adjustments to Crisis Assessment Stabilization Teams staffing, expansion of supports for foster youth who are eligible for regional center services, and establishment of an Autism Services Branch to support a statewide focus on addressing the needs of the growing population of individuals diagnosed with autism spectrum disorder.
- **Reduced Service Coordinator Caseload Ratios for Children Ages 0-5**—\$85.1 million ongoing (\$57.9 million General Fund), for a total of \$153.2 million ongoing (\$100.5 million General Fund), to update and continue supporting the reduction of service coordinator-to-child caseload ratios for children ages 0-5 as initiated through the 2022 Budget Act.
- **Coordinated Family Support Services**—\$18 million one-time (\$10.8 million General Fund) to continue funding the Coordinated Family Support pilot program through June 2024, which is currently funded through the Home and Community-Based Services Spending Plan. The program is designed to assist adults living with their

families in coordinating the receipt and delivery of multiple services, including generic services.

- **Regional Center Consistency**—\$7.8 million one-time (\$6.2 million General Fund) to support statewide consistency efforts at regional centers, including the development and implementation of standardized procedures at regional centers for initial intake, individual program planning, and vendorization.
- **Compliance with Federal Home and Community-Based Services Requirements**—\$5.4 million (\$3.8 million General Fund) in 2023-24 and \$6.7 million (\$4.6 million General Fund) in 2024-25 and ongoing to address and sustain new and ongoing efforts that align California's developmental services with federal Home and Community-Based Services requirements.
- **Access to Generic Resources**—The Budget clarifies that a regional center will pay for a medical service if either an Individualized Family Service Plan or Individual Program Plan team determines that a medical service identified in a plan is not readily available within 60 days through either private health insurance or Medi-Cal. Regional centers shall also pay for these services during plan service-approval delays, including appeal processes.
- **Access to Social Recreation Services, Camping Services, and Non-Medical Therapies**—The Budget aims to improve access to social recreation services, camping services, and non-medical therapies by granting DDS directive authority to designate these services as participant-directed services, which allow greater flexibility for consumers in identifying and choosing service providers.

CLOSING THE BUDGET SHORTFALL

- **Preschool Inclusion Grants**—Delays in 2022-23 and 2023-24 the implementation of an annual \$10 million General Fund grant program to support preschool inclusion efforts such as facility modifications or staff training. The Budget maintains the grant program on an ongoing basis beginning in 2024-25.
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Board Composition Survey Summary

Frank D. Lanterman Regional Center

FDLRC is located in the Southeast region of CA and serves the health districts of Central, Glendale, Hollywood-Wilshire, and Pasadena within the county of Los Angeles. The main office is located in Los Angeles.

Ethnicity and Race Representation of Catchment Area

Catchment Area Population:
1,438,602

Seated Members:
17

Full Board:
12 - 17

[W&I Code §4622(d)] The governing board shall reflect the geographic and ethnic characteristics of the area to be served by the regional center.

Race	Population (2016-2020 ACS Data)	Percent (2016-2020 ACS Data)	Board Members	Percent	Compliance Status
American Indian/Alaskan Native	9,676	0.7%	0.0	0%	Met
Asian	243,818	16.9%	3.0	18%	Met
Black/African American	93,199	6.5%	1.0	6%	Met
Pacific Islander	2,442	0.2%	0.0	0%	Met
White	719,782	50.0%	7.0	41%	Not met
Some other race alone	274,295	19.1%	5.0	29%	Met
Two or more races	95,390	6.6%	1.0	6%	Met
Number of BM with race selected			17.0	100%	

Ethnicity	Population (2016-2020 ACS Data)	Percent (2016-2020 ACS Data)	Board Members	Percent	Compliance Status
Hispanic/Latino	543,427	37.8%	6.0	35%	Met
Non-Hispanic/Latino	895,175	62.2%	11.0	65%	N/A
Total Board Members			17.0	100%	

Skills/Expertise

[W&I Code §4622(b)] The membership of the governing board shall include persons with legal, management or board governance, financial, and developmental disability program expertise.

Skills/Expertise	Count	Percentage	Compliance Status
Legal (L)	1	6%	Met
Management (M)	5	29%	Met
Board Governance (BG)	6	35%	Met
Financial (F)	2	12%	Met
Developmental Disability	17	100%	Met
Program Experience (DD)			

*Multiple skills/expertise may be selected per board member.

Notes:

Board members who selected more than one race will be categorized as "2 or More Races" ONLY

Board Member Representation

[W&I Code §4622(e)] A minimum of 50 percent of the members of the governing board shall be persons with developmental disabilities or their parents or legal guardians. No less than 25 percent of the members of the governing board shall be persons with developmental disabilities.

Board Member Representation	Count	Percentage	Compliance Status
Individual Served (I)	5	29%	Met
Parent/Legal Guardian (P)	7	41%	
Other (O)	4	24%	
Vendor Representative (VR)	1	6%	Met
Individual Served (I) and Parent/Legal Guardian (P) Combined	12	71%	Met

Disability Represented

[W&I Code §4622(c)] The membership of the governing board shall include representatives of the various categories of disability to be served by the regional center.

Disability Represented	Count	Percentage
Intellectual Disability	6	35%
Cerebral Palsy	3	18%
Epilepsy	1	6%
Autism	5	29%
5th Category	0	0%

*Multiple disabilities may be selected per board member.

Geographic Representation of Catchment Area

W&I Code §4622(d) The governing board shall reflect the geographic and ethnic characteristics of the area to be served by the regional center.

County	Count	Percentage
Los Angeles	17	100%

EXECUTIVE COMMITTEE

EXECUTIVE COMMITTEE

July 12, 2023

MINUTES

PRESENT

Louis Mitchell, Chair
Tina Daley
Larry DeBoer
Gloria Leiva
Lili Romero
Brigitte Sroujeh

STAFF

Kaye Quintero
Melinda Sullivan

CALL TO ORDER

Mr. Mitchell called the meeting to order at 12:05 p.m. The meeting was held via Zoom.

APPROVAL OF MINUTES

The minutes of May 10, 2023 were approved by consensus.

CONTRACTS OVER \$250,000.

Contact Over \$250,000.

Ms. Sullivan reviewed with the Committee the following contract in accordance with the Board approved policy for approval of contracts:

Provider/Organization: Esperanza Community Housing Corporation

Year: July 1, 2023 until June 30, 2024

Amount of contract: \$33,443.50 a month, not to exceed \$401,322.

Esperanza Community Housing Corporation will assist clients identified by the regional center to improve their access and utilization of services. The goal of the promotora is to develop social networks within the community. The promotora 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 regional center clients.

The Committee discussed the verbiage on page 4, (section 4A) and that is where the goal of the Promotora is first mentioned. The Committee recommended by consensus to repeat the goal as part of the Recitals on page 1.

Ms. Sullivan advised the Committee that the Board does not meet in August and is asking the Committee to take action on this contract; otherwise, it would have to wait until the August board meeting.

Mr. DeBoer moved to approve the contact with Esperanza Community Housing Corporation for \$401,322. Ms. Romero seconded the motion, and it passed unanimously. The contract will go to the Board in August to ratify the action taken by the Committee.

ADJOURNMENT FOR EXECUTIVE SESSION

The Committee agreed by consensus to suspend the General Session meeting at 12:30 p.m. for Executive Session to conduct business on Approval of Minutes, Personnel, and Litigation.

RECONVENE FOR GENERAL SESSION

The Committee conducted business in Executive Session on Approval of Minutes, Personnel, and Litigation.

ADJOURNMENT

The Committee moved to adjourn the meeting by consensus at 12:55 p.m.

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EXECUTIVE COMMITTEE

August 9, 2023

MINUTES

PRESENT

Louis Mitchell, Chair
Tina Daley
Larry DeBoer
Gloria Leiva
Lili Romero
Brigitte Sroujeh

STAFF

Kaye Quintero
Melinda Sullivan

CALL TO ORDER

Mr. Mitchell called the meeting to order at 12:05 p.m. The meeting was held via Zoom.

ADDITIONS TO THE AGENDA

The Committee agreed by consensus to amend the agenda and add the following items:

- Investment Returns Report
- KYRC at Brand

APPROVAL OF MINUTES

Corrections:

Page 1 - Contact s/b Contract

Page 2 – August s/b July

The minutes of July 12, 2023 were approved by consensus with the above noted corrections.

CONTRACTS OVER \$250,000.

Contract Over \$250,000.

Ms. Sullivan reviewed with the Committee the following contract in accordance with the Board approved policy for approval of contracts:

Provider/Organization: Waterson Huth & Associates

Year: July 1, 2023 until June 30, 2024

Amount of contract: not to exceed \$693,648.

Waterson & Huth will provide consultation to regional center staff for client's legal issues only. Legal issues are defined as follows:

- Referrals to Attorneys and Consultants
- Immigration Activities
- Consultation with Attorneys
- Court Intervention
- Developmental Center Legal Issues
- Notices of Action
- Court Cases
- Fair Hearing Support
- IHSS Advocacy
- IHSS Fair Hearing Support

Mr. DeBoer moved to recommend that the Board approve the contact with Waterson & Huth for \$693,648. Ms. Romero seconded the motion, and it passed unanimously.

SB 805 – INSURANCE COVERAGE FOR AUTISM SERVICES

For Information Only –

Ms. Sullivan advised the Committee that SB 805, sponsored by Senator Portantino, is a bill that would expand the criteria for a qualified autism service professional to include paraprofessionals. It would also require DDS to adopt emergency regulations to address the use of behavioral health professionals and paraprofessional in group practice behavioral intervention services and it would require DDS to establish rates and the educational or experience qualifications and professional supervision requirements necessary for these positions.

The Committee focused discussion on the following:

1. This bill would make DIR Floor Time services eligible for health plans to purchase as part of the Behavioral Health Treatment service.
2. While most regional centers have taken the position of not actively supporting Floor Time services, FDLRC has had two well established Providers that have utilize Floor Time services for about 15 years.

3. ARCA has taken a "no comment" position on this bill, as it tries to traverse differing opinions amongst its regional center members.

Ms. Sullivan advised the Committee that a copy of SB 805, background information from the Floor Time advocates, and a possible draft letter of support were in the packet for review. Discussion followed.

Mr. DeBoer moved to recommend that the Board send a letter of support, Ms. Leiva seconded the motion, and it passed unanimously.

INVESTMENT RETURNS REPORT

Ms. Quintero reported that the Administrative Affairs Committee continues to explore investment options that may further increase the Center's returns. The Administrative Affairs Committee agrees that the Center should invest up to \$20 million in T-Bills over 4 cycles to mature by April of 2024.

This agenda item was for information only and will be part of the financial report at the upcoming Board meeting.

KYRC AT BRAND

Ms. Sullivan advised the Committee that the Center is planning a preview event on August 29, 2023 to showcase the new KYRC at Brand. Details will follow.

ADJOURNMENT FOR EXECUTIVE SESSION

Mr. DeBoer moved to suspend the General Session meeting at 12:40 p.m. for Executive Session to conduct business on Approval of Minutes, Personnel, and Litigation. Ms. Romero seconded the motion, and it passed unanimously.

RECONVENE FOR GENERAL SESSION

The Committee conducted business in Executive Session on Approval of Minutes, Personnel, and Litigation.

ADJOURNMENT

The Committee moved to adjourn the meeting by consensus at 12:55 p.m.

/fl

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, 2023 until June 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 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 promotora is to develop social networks within the community. The promotora 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 REGIONAL CENTER clients.

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 as follows:

Salaries:

1. \$53,015 full-time equivalent salary to employ one (1) Coordinator.
2. \$205,055 full-time equivalent salary to employ a total of five (5) Community Health Promotoras.

Benefits:

3. \$72,260 for benefits (28% of total salary).

Supplies:

4. \$5,000 for program supplies:
 - a. Reimburse Health Promotoras on purchase of agendas, paper, pens, cartridge, etc. used for program printing of reports and other project documents: flyers, outreach and education materials.

Cell Phone Stipend:

5. \$3,600 for cell phone stipend:
 - a. \$50 per Promotora per month for six (6) Promotoras.

Mileage and Parking:

6. \$10,046 for mileage and parking:
 - a. Reimburse Health Promotoras approximately forty (40) miles per week for fifty-two (52) weeks for six (6) staff at \$0.655 per mile.
 - b. Reimburse Health Promotoras approximately three (3) parking per week for fifty-two (52) weeks for six (6) staff at \$2.00 per parking.

Indirect Cost:

7. \$52,346 for indirect cost (15% of salary, benefit, supplies, cell phone stipend, mileage and parking).

CONTRACTOR will be paid \$33,443.50 per month. The maximum amount payable under this Agreement shall not exceed \$401,322 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

AGREEMENT BETWEEN THE
FRANK D. LANTERMAN REGIONAL CENTER
AND
WATERSON HUTH & ASSOCIATES

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 Waterson Huth & Associates, whose address is 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010, 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 legal firm with specialty training and experience in developmental disabilities.

The CONTRACTOR has agreed to provide a variety of legal services incorporated into this Agreement as Exhibit A.

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, 2023 until June 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 services as outlined in Exhibit A of this Agreement. The CONTRACTOR shall prepare a report on a monthly basis covering work performed. Such reports will be statistical and narrative and will be in a format and mode of transmission as agreed upon between the REGIONAL CENTER and the CONTRACTOR. Reports are due no later than 5 days after the end of each month.

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 as outlined in Exhibit B of this Agreement. The maximum amount payable under this Agreement shall not exceed \$693,648 inclusive of ancillary costs. The CONTRACTOR shall be reimbursed for ancillary costs, including but not limited to, copying fees, court fees, parking fee and handbooks on conservatorship. The CONTRACTOR shall provide receipts for such costs.

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

Cynthia J. Waterson
WATERSON HUTH & ASSOCIATES

Date

EXHIBIT A

SCOPE OF WORK/PROGRAM PROVISIONS

EXHIBIT A is a part of the contract between FRANK D. LANTERMAN REGIONAL CENTER “REGIONAL CENTER” and WATERSON HUTH & ASSOCIATES “CONTRACTOR” for the period **July 1, 2023 to June 30, 2024.**

1. LEGAL CONSULTATION

The Legal Consultants (LCs) will consult with the REGIONAL CENTER staff. LCs will be available for meetings in the office at least 2 days per week. Generally, Tuesdays and Wednesdays will be the days that the LCs are available for meetings. These days will be flexible depending upon attendance required for various activities.

A. Consultation with Regional Center staff will be provided for any REGIONAL CENTER staff for client’s legal issues only.

Legal issues are defined as follows: Any issue that arises that has a basis or resolution in law

B. Referrals to attorneys and consultants:

The LCs will review referrals to attorneys and consultants. A referral will be made by filling out the Legal Services Referral Form and submitting it with a packet to the Legal Consultants. The form will provide general information and specific information on what should be included in the packet. The LCs will make the decision as to whom the referral will be made and the Legal Services Executive Assistant (LSEA) will inform the SC by returning a copy of the referral form with the information. The SC will inform the client/family as to whom the referral has been made. The LSEA will send the packet and log with the referral.

C. Immigration Activities

New referrals will be made per section II above. All new immigration cases will be referred to an appropriate immigration agency or attorney. LCs will monitor immigration referral activity and act as liaison to immigration attorneys and/or agencies.

D. Consultation with attorneys

Consultation with attorneys about legal issues concerning clients will be accomplished by telephone or e-mail. If contacts are made by outside attorneys the service coordinator will discuss the issue with the Manager. The Manager will then refer the matter to the LCs.

E. Court Intervention

LCs will attend actual court hearings only in very involved cases. Payment for court attendance is by individual client authorization and not under this contract. For all other court appearances the LCs will consult with the Managers and service coordinators. All court reports will be e-mailed to LCs for input prior to being submitted to the court.

F. Developmental Center legal issues

The monthly legal meeting will continue to be held. Court reports will be e-mailed to the LCs prior to their being submitted to the court. LCs will provide direct representation of the Regional Center on involved cases.

G. Notices of Action

Prior to a Notice of Action being mailed to a client, the Manager and SC will meet with the LC to discuss the legal issues in the case. All Notices of Action for the purchase of service denials, changes, or terminations will be reviewed by LCs prior to being mailed. This includes both Over Three and Early Intervention notices. All Notices of Actions denying eligibility for court ordered determinations will be reviewed by LCs prior to being mailed. All other eligibility and EI termination letters will be reviewed by LCs prior to being mailed. All other eligibility and EI termination letters will be reviewed only if there is a specific or unusual issue. This will be done by e-mail at least two (2) days in advance of the deadline for the notice to be mailed.

H. Court cases

LCs will participate in all meetings when there are criminal justice issues, 4,418 issues and Dependency Court issues. The SC and Manager will make an appointment with the LCs to discuss the case issues and possible disposition. LCs will review all reports written by SCs for court purposes, prior to their being sent.

2. FAIR HEARING SUPPORT

The Legal Consultants (LCs) will consult with the regional center staff. LCs will be available for meetings in the office at least 2 days per week. Generally, Tuesdays and Wednesdays will be the days that the LCs are available for meetings. These days will be flexible depending upon attendance required for various activities.

A. Fair Hearings

1. The Legal Services Executive Assistant (LSEA) will process any request for a fair hearing immediately upon receipt. The LCs will review all requests, assign the designee and advise the LSEA about any particular issues. On out of the Lanterman office days the requests will be faxed to the LCs along with a copy of the original denial letter. If there are any

request that the LCs recommends should be settled and the Executive Director/Associate Director agrees, the Manager will contact the family to discuss the settlement. If the family agrees, the LSEA will send a Notice of resolution form to the family and follow up on its return.

2. LCs will review all informal meeting decisions and settlement agreements. This will be done by e-mail. If the Manager acting as designee needs consultation, that person will contact the LCs by telephone or appointment. The LCs will review the procedures at least annually to ensure compliance with law.
3. Upon appointment by the Executive Director or Designee of the Executive Director, LC will serve as Attorney of Record for the regional center for fair hearings involving issues of eligibility and Early Intervention and/or when the complainant has secured legal counsel. LC may represent the regional center in Fair Hearings involving other issues as well, upon appointment by the Executive Director or the Executive Director's designee.

3. IHSS ADVOCACY

The Legal Consultants (LCs) will consult with the regional center staff. LCs will be available for meetings in the office at least 2 days per week. Generally, Tuesdays and Wednesdays will be the days that the LCs are available for meetings. These days will be flexible depending upon attendance required for various activities.

A. IHSS ADVOCACY

1. The Advocate will process any request for IHSS advocacy immediately upon request. The Advocate will contact the family within five business days after receipt of the final funding authorization to schedule a consultation. If necessary, the Advocate will review documentation regarding the IHSS issue and discuss the case with relevant individuals (parents, IHSS case worker, SC, etc) to determine whether further advocacy is necessary. The advocate will inform the family within 7 days of the consultation whether the case will be pursued. If the case is not pursued at this point, the family and the SC will be notified in writing that the case will be closed by the Advocate.
2. Once the case is accepted, the Advocate will work with the family to resolve the IHSS issue on a timely basis. If the case is resolved by informal advocacy, the Advocate will notify the family and the SC that the case was resolved and that the Advocate will close her file. If the case cannot be resolved with informal advocacy, the Advocate will notify the family and the SC that the case will be going forward to the Fair Hearing process.

4. IHSS FAIR HEARING SUPPORT

A. FAIR HEARING

1. If the matter cannot be resolved by the Advocate's consultation with the family, the Advocate will serve as Attorney of Record for the family in a formal IHSS Fair Hearing. In preparation for the Fair Hearing, the Advocate will gather evidentiary documentation and witness testimony, prepare the family to testify at the hearing, and coordinate pre-hearing discussions with IHSS. The advocate will represent the family at the Fair Hearing. Upon receipt of the ALJ decision, the Advocate will discuss the decision with the family and decide whether the case should be closed at that time. If the case is to be closed, the Advocate will provide a written closing representation letter to the family with a copy to the SC.

EXHIBIT B

PAYMENTS BY REGIONAL CENTER

EXHIBIT B is a part of the contract between FRANK D. LANTERMAN REGIONAL CENTER, "REGIONAL CENTER" and WATERSON HUTH & ASSOCIATES, "CONTRACTOR" for the period **July 1, 2023 to June 30, 2024**.

SERVICE(S) PROVIDED	VENDOR	SERVICE/SUB CODE	UNIT	RATE	TOTAL AMOUNT
Legal Consultation	PD3828	610/02SER	1,366	\$138/hr.	\$188,508
Fair Hearing Support	PD3828	610/03SER	1,000	\$265/hr.	\$265,000
IHSS Advocacy	PD3829	100	780	\$138/hr.	\$107,640
IHSS Fair Hearing Support	PD3829	100/01PG	500	\$265/hr.	\$132,500
GRAND TOTAL					\$693,648

The maximum amount payable under this Agreement shall not exceed \$693,648.