



## BOARD OF DIRECTORS MEETING

**DATE:** Wednesday, January 25, 2023  
**TIME:** 6:00 PM – Board Business Promptly

Register in advance for this webinar:

[https://us02web.zoom.us/webinar/register/WN\\_L8et7QU3Tye9MGTXvx7XTA](https://us02web.zoom.us/webinar/register/WN_L8et7QU3Tye9MGTXvx7XTA)

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

<b>ACTION ITEM</b>	<b>ORDER</b>	<b>GENERAL SESSION AGENDA</b>	
	1	<b>CALL TO ORDER</b>	Gloria Leiva
	2	<b>PUBLIC INPUT/ANNOUNCEMENTS</b>	Gloria Leiva
<b>ACTION</b>	3	<b>APPROVAL OF MINUTES</b> • <b>November 16, 2022</b>	Gloria Leiva
	4	<b>BOARD EDUCATION</b> • Transparency – What’s Required in the Contract • Service Coordinator Onboarding	Melinda Sullivan Srbui Ovsepyan
	5	<b>EXECUTIVE DIRECTOR’S REPORT</b> • Letter to the Little Hoover Commission	Melinda Sullivan
	6	<b>ARCA REPORT</b>	Larry DeBoer Melinda Sullivan
<b>ACTION</b>	7	<b>EXECUTIVE COMMITTEE</b> • <b>Contract over \$250,000</b>	Melinda Sullivan
	8	<b>ADMINISTRATIVE AFFAIRS COMMITTEE</b> • Review of Financial Statements	Larry DeBoer Kaye Quintero
	9	<b>NOMINATING COMMITTEE</b>	Al Marsella Melinda Sullivan
<b>CLOSED SESSION</b>	<b>10 ACTION</b>	<b>EXECUTIVE SESSION</b> • <b>Approval of Minutes</b> • Litigation • Real Estate • 2021-22 Executive Director’s Performance Goals Update	Gloria Leiva Melinda Sullivan
	11	<b>ADJOURNMENT</b>	Gloria Leiva

# APPROVAL OF MINUTES

# **LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION**

## **Board of Directors**

**November 16, 2022**

## **MINUTES**

### **PRESENT**

Gloria Leiva, Chair  
Anthony Brouwer  
Michael Cooney  
Larry DeBoer  
Weller Killebrew  
Louis Mitchell  
Dee Prescott  
Jae Rhee  
Brigitte Sroujeh  
Ana Villasenor

### **NOT PRESENT**

Elizabeth Beltran  
Tina Daley  
Danielle Dejean  
Dr. Alex Li  
Lili Romero

### **ADVISOR TO THE BOARD - PRESENT**

Al Marsella

### **STAFF**

Pablo Ibanez  
Carmine Manicone  
Srbui Ovsepyan  
Kaye Quintero  
Melinda Sullivan

### **GUESTS**

Claudia Ayala  
Nancy Bargmann - DDS  
Louise Bell  
Kimberly Bermudez  
Lia Cervantes Lerma – SCDD  
Bill Crosson  
Brandy Gilmore  
Angie Godoy

Lourdes Gomez  
Taleen Khatchadourian  
Becky Lam  
Rhiannon Maycumber  
Megan Mendez  
Kristianna Moralls  
Guadalupe Munoz  
Dave Naftalin  
Heidy Nurinda  
Edward Perez  
Carlos Sanchez  
Nikisia Simmons – DDS

### **CALL TO ORDER**

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

### **PUBLIC INPUT**

Ms. Bell inquired if the job posting for the Fair Hearing Coordinator was available on the website. The response was yes.

### **INTRODUCTIONS**

Ms. Sullivan and Mr. Ibanez introduced Dee Prescott as the SPAC Chair and new member to the Board.

### **APPROVAL OF MINUTES**

*Correction: Page 3 – spelling error, “Contact” s/b “Contract”*

**Ms. Villasenor moved to approve the minutes of October 26, 2022 with the above noted correction, Mr. DeBoer seconded the motion, and it passed unanimously.**

### **EXECUTIVE DIRECTOR’S REPORT**

#### **Disability Voices United Report**

Ms. Sullivan advised the Board that Disability Voices United (DVU) recently released a report on the 21 regional centers Purchase of Service (POS) spending and differences based on race/ethnicity, residence type, and location. The report was emailed to the Board prior to the meeting.

Ms. Sullivan reported that the Center has contracted with Dr. LeeAnn Christian to analyze the report and dig down as it relates to this Center. When this analysis has been completed, a report will be given to the Board.



### Crisis Support Services

Ms. Sullivan reminded the Board that the Center has a contract with Crisis Support Services to provide direct service hours monthly to Lanterman Regional Center clients. As part of Board education, Ms. Sullivan gave an in depth informational presentation on the current systems and supports in place for crisis intervention and prevention.

The Board dialogued on the information provided.

### Department of Developmental Services (DDS) Update

Ms. Bargeman, DDS Director, addressed the Board and shared some of the new initiatives on the horizon for the developmental disability service system in California. Questions and discussion followed.

The Board thanked Ms. Bargmann for her leadership at DDS.

### **ADMINISTRATIVE AFFAIRS COMMITTEE**

#### Review of Financial Statements

Mr. DeBoer reviewed the financial statement summary through September 30, 2022 as follows:

##### *Cash Flow*

Mr. DeBoer reported that the Center is projected to have \$57,690,264 available at the end of January 31, 2023.

##### *Fiscal Year to date 2022-2023 (D-1)*

In Operations (main contract) we have spent \$7,442,112 (22.0% of budget). In Purchase of services (main contract) we have spent \$56,837,985 before we add late bills. Including projected late bills, we will have spent \$62,224,104 (17.9% of budget).

##### *Fiscal Year 2021-2022 (C-3)*

This month we recorded \$620,270 in OPS and \$1,200,638 in POS. To date, we have spent 93.6% of our OPS and 89.2% of our POS allocations.

##### *Fiscal Year 2020-21 (B-5)*

This month we recorded \$30,996 in OPS and \$115,631 in POS. To date, we have spent 99.1% of our OPS and 98.9% of our POS allocations.

#### California Community Foundation Update

Ms. Quintero advised that Board that they could find in their packet a summary of the California Community Foundation activity for the third quarter of 2022.

#### Review of Donation and Related Accounts

Ms. Quintero advised that Board that they could find in their packet a summary the donation accounts and reported that the activity for the quarter was primarily deposits for a total of \$12,096.50.

#### **ADJOURNMENT FOR EXECUTIVE SESSION**

**The Board moved by consensus to suspend the General Session meeting at 7:30 PM for Executive Session to conduct business on Approval of Minutes.**

#### **RECONVENE FOR GENERAL SESSION**

The Board discussed in Executive Session the Approval of Minutes.

#### **ADJOURNMENT**

**Mr. DeBoer moved to adjourn the meeting at 7:31 p.m., Ms. Sroujeh seconded the motion, and it passed.**

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Brigitte Sroujeh, Secretary

/fl

**BOARD OF DIRECTORS**

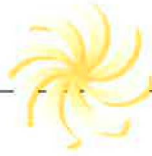
**ACTION LOG**

**November 16, 2022**

	<b>DESCRIPTION</b>	<b>ACTION</b>	<b>STATUS</b>
	Approval of Minutes – October 26, 2022	<ul style="list-style-type: none"><li>• Approved</li></ul>	

DRAFT

# EXECUTIVE DIRECTOR'S REPORT



November 21, 2022

Little Hoover Commission  
925 L St., Suite 805  
Sacramento, CA 95814

Dear Commissioners:

I am Gloria Leiva, the president of the Frank D. Lanterman Regional Center Board of Directors. I am also the parent of an adult daughter who has been served by Lanterman Regional Center since 1997 and her main caregiver. I am writing this letter in response to some of the comments made during the public hearing on November 10<sup>th</sup>. Specifically, I want to respond to questions and comments made during the hearing, which implied that these boards are not monitored and questioned the good work that we do.

As you may not know, the Welfare and Institutions Code, section 4622 describes the requirements for regional center boards and says they must meet the following criteria:

- Be composed of people with interest or knowledge of developmental disabilities
- Include people with legal, management, financial or board governance experience, and developmental disability program knowledge.
- Include representatives of the various disabilities served by the regional center.
- Have a minimum of 50% members with developmental disabilities or their parents or legal guardians with at least 25% being people with developmental disabilities.

Each year, the Department of Developmental Services evaluates whether each board meets these requirements.

The Welfare and Institutions code also places term-limits on the number of years someone can serve and it requires that each regional center submit an annual board training plan to the Department of Developmental Services for approval. A DDS representative regularly attends regional center board meetings as well.

We recruit local community members of our geographic area to sit on our board. This provides the board with the perspective of someone who does not have a family member served by the regional center; we have found that this perspective not only brings some of the professional skills listed above, but also prompts discussion and questions that might not otherwise occur. The board has a Nominating Committee that actively seeks interested applicants; just this month we hosted a Board Recruitment Fair, which was promoted on our website, our Facebook page and sent via an e-mail blast to over 9,000 recipients.

All of our board members, including myself, are volunteers. We choose to volunteer because we care about our Lanterman community. We are responsible for making sure state money is well spent and benefits the 11,400 people with developmental disabilities served by our center. There aren't any special benefits that come from being on the board, just the ability to give back to our community.

**Little Hoover Commission**  
**November 21, 2022**  
**Page two**

We are committed to ensuring the regional center always improves how it serves its diverse community. We are proud of the work Lanterman Regional Center has done, and continues to do, and welcome the rigorous state, federal, and public oversight.

Respectfully,

A handwritten signature in black ink, appearing to read "Gloria Leiva", with a stylized flourish at the end.

**Gloria Leiva**  
**Board President**

# EXECUTIVE COMMITTEE

## EXECUTIVE COMMITTEE

January 11, 2023

### MINUTES

#### **PRESENT**

Gloria Leiva, Chair  
Elizabeth Beltran  
Larry DeBoer  
Louis Mitchell  
Brigitte Sroujeh

#### **STAFF**

Melinda Sullivan

#### **CALL TO ORDER**

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

#### **APPROVAL OF MINUTES**

**Mr. DeBoer moved to approve the minutes of September 14, 2022, Ms. Sroujeh seconded the motion, and it passed unanimously.**

#### **CONTRACT OVER \$250,000**

Ms. Sullivan advised the Committee that the Department of Developmental Services (DDS) requested Lanterman to manage a one-time contract with the Special Needs Network (SNN). This is a time-limited contract using special federal ARPA funds assigned to DDS.

The intent of this contract is to improve the Early Start provider workforce, both by quantity and diversity and is on a fast track as the ARPA funding requires expenditure/encumbrance of this very large contract (\$6.5 million dollars) by December 31, 2023.

Discussion followed on the background of SNN and the outcomes expected. Ms. Sullivan reported that she agreed to work with DDS and SNN and will be bringing the contract to the Board of Directors at its January meeting for approval.

**Mr. Mitchell moved to support the request of DDS, Ms. Beltran seconded the motion, and it passed unanimously.**



### **ADJOURNMENT FOR EXECUTIVE SESSION**

**Mr. DeBoer moved to suspend the General Session meeting at 12:55 p.m. for Executive Session to conduct business on Approval of Minutes, Litigation, Real Estate Planning, and 2022-23 Executive Director's Performance Goals Update. Ms. Sroujeh seconded the motion, and it passed unanimously.**

### **RECONVENE FOR GENERAL SESSION**

**The Committee conducted business in executive session on Approval of Minutes, Litigation, Real Estate Planning, and 2022-23 Executive Director's Performance Goals Update.**

### **ADJOURNMENT**

**Mr. Mitchell moved to adjourn the meeting at 1:05 p.m. for General Session, Ms. Sroujeh seconded the motion, and it passed unanimously.**

/fl

## Special Needs Network Contract

January 2023

On November 28, 2022, the Department of Developmental Services (DDS) requested Lanterman to manage a one-time contract with the Special Needs Network (SNN). This is a time-limited contract using special federal ARPA funds assigned to DDS.

The intent of this contract is to improve the Early Start provider workforce, both by quantity and diversity and is on a fast track as the ARPA funding requires expenditure/encumbrance of this very large contract (\$6.5 million dollars) by December 31, 2023.

I am working closely with DDS to ensure that the contract meets its expectations and, as such, there is no contract to share with the Executive Committee. This memo is to provide you a broad overview:

- 1) ARPA stands for American Rescue Plan Act, signed into law in March 2021 and provides state and local governments funding. DDS's grant is to help the Early Start program recover from the impact of COVID, specifically the drop in available Early Start clinicians for underserved communities; specifically looking to recruit persons of color who are bilingual.
- 2) The focus of this contract is Los Angeles and Kern Counties, which means that SNN will focus its efforts within all seven Los Angeles Regional Centers as well as Kern Regional Center.
- 3) SNN will recruit up to 200 clinicians/practitioners.
- 4) SNN will match these 200 individuals with regional center service providers and, in turn, will receive paid internships or in some cases a student loan stipend in exchange for a one-year commitment to the regional center service provider.
- 5) I have included the original SNN proposal submitted to DDS as background information. While Lanterman, DDS and SNN continue to work through some of the details, the attachment provides a basic overview.

I agreed to work with DDS and SNN and I am bringing the contract to the Board of Directors for approval.

**AGREEMENT BETWEEN THE**  
**FRANK D. LANTERMAN REGIONAL CENTER**  
**AND**  
**SPECIAL NEEDS NETWORK, INC. (SNN)**

This Agreement ("Agreement") is made and entered into between the LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION, INC., doing business as FRANK D. LANTERMAN REGIONAL CENTER (FDLRC), located at 3303 Wilshire Boulevard, Suite 700, Los Angeles, California 90010, hereinafter referred to as the "REGIONAL CENTER," and SPECIAL NEEDS NETWORK, INC. (SNN), whose address is 4401 Crenshaw Blvd., #215, Los Angeles, CA 90043, hereinafter referred to as the "CONTRACTOR." CONTRACTOR and 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 service catchment area.

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

CONTRACTOR is a nonprofit organization with the mission to raise public awareness of developmental disabilities and to impact public policy, while providing education and resources to families, and direct Applied Behavior Analysis therapy to children and adults.

CONTRACTOR has agreed to develop up to two hundred (200) clinical practitioners, including Black, Indigenous, and People of Color (BIPOC) to work in Early Start and related Department of Developmental Services (DDS) contracted agencies. Clinical may include, but are not limited to Behavioral Health Technicians, Infant Stimulation providers, Occupational, Physical and Speech Therapists and assistants.

The Parties desire to enter into an agreement whereby CONTRACTOR shall perform services, 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 REGIONAL CENTER. CONTRACTOR is under the control of REGIONAL CENTER as to the result of his/her/its 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/it 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 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**

The term of this Agreement shall be from February 1, 2023 until June 30, 2024 unless terminated earlier in accordance with the provisions stated herein.

**3. GENERAL PROVISIONS**

A. CONTRACTOR agrees that it shall comply with all California statutes, laws and regulations applicable to the approved services of 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. REGIONAL CENTER and CONTRACTOR understand that periodic amendments to this Agreement may be necessary to conform to current law and/or budget requirements. Any amendment or modification to this Agreement shall be in writing and signed by the Parties and shall comply with the requirements of applicable statutes and regulations. The amendments are subject to any required review and approval by DDS.

C. CONTRACTOR agrees that CONTRACTOR and any agents and employees of 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 REGIONAL CENTER. CONTRACTOR is solely responsible for the manner of operation of its business. CONTRACTOR will not hold itself out as or claim to be an officer or employee of REGIONAL CENTER or of the State of California, for any purposes including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security benefits, State Disability Insurance benefits, or retirement membership or credit.

D. Neither Party shall be liable for failure to perform, or the delay in performance, of its obligations under this Agreement due to any cause not within the control of the Party whose performance is interfered with, and which, by the exercise of reasonable diligence, could not have been prevented. Causes not within the control of a Party ("Force Majeure Event"), include

acts of God (e.g., fires, earthquakes, and floods), national, state, or local emergencies, work stoppages or strikes, acts of terrorism, government acts or orders, pandemics, epidemics, the commandeering of vehicles, materials, products, plants or facilities by the government, or any similar causes which are beyond the reasonable control or authority of either Party. The affected Party shall promptly notify the other Party of the occurrence of a Force Majeure Event. The notice shall include a description of the Force Majeure Event and the actions taken to minimize the impact thereof. The time for performance required of the affected Party shall be extended by the period of such delay, provided that the other Party determines the cause for delay in performance to be valid, and the affected Party is exercising diligent efforts to overcome the cause of such delay.

E. CONTRACTOR shall not deny services or employment to any person on the basis of religion, color, race, national origin, ethnic group identification, sex, sexual orientation, age, physical or mental disability, marital status, or on any other unlawful basis.

F. No waiver of a particular provision of this Agreement by REGIONAL CENTER shall constitute a waiver of any other provision. Failure of 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 REGIONAL CENTER has a Zero Tolerance Policy for Client abuse and neglect, and CONTRACTOR agrees to comply with REGIONAL CENTER'S Zero Tolerance Policy. Its terms include, but are not limited to, the following:

1. CONTRACTOR, and his, her or its agents and employees are required to report any incident or allegation of observed, reported, or suspected abuse or neglect of a REGIONAL CENTER Client 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 REGIONAL CENTER 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 also have his, her or its own Zero Tolerance Policy. CONTRACTOR shall ensure that all of his, her or its agents and employees are fully informed upon hire and annually thereafter regarding REGIONAL CENTER'S Zero Tolerance Policy, CONTRACTOR'S 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 Policies.
  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. To the fullest extent permitted by law, CONTRACTOR agrees to defend, indemnify and hold harmless REGIONAL CENTER, its officers, directors, agents and employees from any and all claims, suits, losses, liabilities, expenses, demands and damages, including, but not limited to, interest, penalties, and reasonable attorneys' fees, resulting from and/or relating to injury to any person, entity or property, financial, physical or otherwise, caused by and/or resulting from any act, neglect, default, or omission of CONTRACTOR or any person, firm, corporation or entity performing any services in connection with this Agreement on behalf of CONTRACTOR.
- K. CONTRACTOR, at its own expense and risk, shall defend any action, legal proceeding or arbitration or other mediation proceeding, that may be brought against REGIONAL CENTER, its officers, directors, agents and employees, on any such claim or demand, and pay and satisfy any settlement, or any judgment which may be rendered against REGIONAL CENTER, and/or against any of REGIONAL CENTER's officers, directors, agents or employees, arising from any injuries caused by and/or resulting from any act, neglect, default or omission of CONTRACTOR or any person, firm, corporation or other entity performing any services in connection with this Agreement on behalf of CONTRACTOR.

#### **4. SCOPE OF WORK/PROGRAM PROVISIONS**

- A. CONTRACTOR scope of work shall include the following:
1. Expand the workforce of Black, Indigenous, and People of Color (BIPOC) therapies/interventionists providing services to children 0-3 through early start programs. Research and develop a systemic approach to creating and strategically applying a custom workforce development program.
  2. Increase awareness in BIPOC communities of career opportunities in behavior health and specifically working with children and individuals who are Regional Center consumers. Develop and execute a comprehensive awareness campaign to educate prospective clinicians about careers in early intervention services to create a pipeline of diverse providers.

3. Address systemic inequalities in the current treatment delivery models through Diversity, Equity, and Inclusion (DEI) training and experiential learning opportunities related to health and social justice issues. Provide fellows 100 hours of in-class and virtual DEI, leadership, advocacy, early intervention, and job training.
4. Increase the number of agencies in the state that provide early intervention services. Identify agencies and individuals interested in early intervention services and provide training and support on the Regional Center vendorization process. Assist and encourage licensed and certified providers in becoming vendored for early start services.
5. Secure job placements with existing agencies and providers that provide early intervention services through Regional Center contracts. Match fellows with agencies and help facilitate job placement of fellows. Provide fellows with 50 hours of one-on-one professional coaching, support, mentoring and additional job training.
6. Develop an integrated model of early intervention care and train fellows on how to deliver outside of existing silos. Identify and recruit 200 BIPOC clinical practitioners to work in early start and Department of Developmental Services (DDS) contracted agencies.
7. Increase knowledge particularly amongst families of color of the availability of early intervention programs and its efficacy. Develop custom curriculum, identify subject matter experts, relevant consultant, trainers and other professionals to participate in training.
8. Retain a professional program evaluator who will provide monthly reports for milestone payments, quarterly reports for progress, and at the end of contract, a final program evaluation.

B. 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, Section 51009, as applicable.

C. CONTRACTOR agrees to diligently 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 REGIONAL CENTER, to incur any liability or indebtedness of any kind or nature in the name of or on behalf of REGIONAL CENTER or to otherwise bind REGIONAL CENTER in any manner. CONTRACTOR shall



not be authorized or empowered to exercise any management functions concerning REGIONAL CENTER or to take part in any way in the control of REGIONAL CENTER'S business affairs.

E. 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. CONTRACTOR fully understands that CONTRACTOR, and not 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 REGIONAL CENTER, CONTRACTOR shall provide 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. CONTRACTOR shall be paid in arrears upon submission and approved of properly documented and detailed invoices for each milestone to the REGIONAL CENTER. CONTRACTOR shall be paid as follows: (1) \$650,000 upon fully execution of this contract, (2) upon submission of monthly progress reports and invoices, eleven (11) monthly payments of \$328,181.82, totaling \$3,610,000, and (3) \$2,000,000 for fellow tuition reimbursements. The maximum amount payable under this Agreement shall not exceed \$6,260,000.

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

C. 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. CONTRACTOR agrees to utilize and be bound by the provisions of Title 17 Section 50700 and following, of the California Code of Regulations pertaining to audits.

E. If the amount the CONTRACTOR receives from the REGIONAL CENTER and other regional centers during each state fiscal year is more than or equal to five hundred thousand dollars (\$500,000) but less than two million dollars (\$2,000,000), the CONTRACTOR shall obtain an independent review report of its financial statements for its fiscal year that includes the last day of the most recent state fiscal year in accordance with Welfare and Institutions Code section 4652.5. If the amount the CONTRACTOR receives from the REGIONAL CENTER and any other regional centers during each state fiscal year is equal to or more than two million dollars (\$2,000,000), the CONTRACTOR shall obtain an independent audit of its financial statements for its fiscal year that includes the last day of the most recent state fiscal year in accordance with Welfare and Institutions Code section 4652.5. In the event that CONTRACTOR is required to obtain an independent review report or an independent audit of its financial statements, it shall provide copies of the independent audit or independent review



report, and any accompanying management letters, to the REGIONAL CENTER within nine (9) months of the end of its fiscal year.

## **6. RECORDS MAINTENANCE**

A. 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. 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. CONTRACTOR agrees to keep for a minimum period of five (5) 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, including all source documentation. CONTRACTOR agrees to furnish these records and any information regarding payment claimed for providing such goods and services, upon request, to REGIONAL CENTER or duly authorized representatives. This requirement may be satisfied by retaining an electronic version of the information in the record, if the electronic version reflects accurately the information set forth in the record at the time it was first generated in its final form as an electronic record or otherwise, and the electronic version remains accessible for later reference.

1. If any audit is in progress or an audit appeal pursuant to Title 17, Section 50700 and following, of the California Code of Regulations is pending at the end of five (5) years from the date of final payment, CONTRACTOR shall retain all records until all audit exceptions have been resolved.

D. CONTRACTOR'S records pertaining to the service provided pursuant to the Agreement shall be open for audit by DDS, REGIONAL CENTER, and any authorized agency representative for a minimum of five (5) years from the date of final payment of the State fiscal year. 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 Title 17, Section 50700 and following, of the California Code of Regulations and liquidation is stayed pursuant to Section 50705 of said Regulations.

E. CONTRACTOR shall maintain personnel, Client, financial, and service records in support of the goods and services delivered under this Agreement in accordance with statutes and regulations, including, but not limited to, Title 17, Sections 50603, 50604 and 54326(a)(3) and (4), of the California Code of Regulations.

## **7. INSURANCE**

A. Professional Liability Insurance.

1. 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. CONTRACTOR shall provide a copy of the policy to REGIONAL CENTER.

B. Workers' Compensation Insurance.

1. CONTRACTOR is not covered by any workers' compensation policy held by REGIONAL CENTER.
2. CONTRACTOR shall maintain worker's compensation insurance to the extent required by law. CONTRACTOR shall bear sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected to the services provided pursuant to this Agreement.

C. CONTRACTOR shall not commence work under this Agreement until it has secured all required Workers' Compensation Insurance. Certificates and insurance policies shall include a clause stating that the coverage required under this Agreement shall not be canceled, reduced or non-renewed without 30 days' prior written notice from CONTRACTOR to 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 CONTRACTOR has not complied with (1) provisions of this Agreement, (2) terms of the Purchase of Service authorization, or (3) applicable Federal and State law or regulations, including, but not limited to, standards and provisions of Title 17 of the California Code of Regulations, the Lanterman Act, 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 CONTRACTOR 30 days in advance of payment and/or contract termination, pursuant to Welfare and Institutions Code, Section 4710.

B. IMMEDIATE TERMINATION FOR CAUSE. It shall be grounds for immediate termination with cause if CONTRACTOR'S service contributes to life-threatening danger to a Client(s), or if such services result in abuse of a Client(s).

C. WITHOUT CAUSE. Either Party may terminate this Agreement, without cause, upon the mutual agreement of the Parties, or upon the giving of at least 30 days' advance written notice to the other Party. 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.

D. Upon termination of this Agreement, CONTRACTOR shall immediately cease providing services to any Client whose services were covered by this Agreement.

E. CONTRACTOR understands and agrees that upon completion or termination of this Agreement, a subsequent Agreement is not guaranteed and that the decision for continued funding is within the discretion of REGIONAL CENTER.

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

\_\_\_\_\_  
Areva Martin, Esq., CEO  
SPECIAL NEEDS NETWORK, INC.

\_\_\_\_\_  
Date

<b>C.O.R.E. BUDGET</b>
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**Program Staff**

Program Director	\$195,000.00
HR Director	\$97,500.00
Director of Finance	\$97,500.00
Director of Communications	\$65,000.00
Assistant Director (Los Angeles County)	\$85,000.00
Assistant Director (Kern County)	\$85,000.00
Executive Assistant	\$80,000.00
Program Associate (Los Angeles County)	\$60,000.00
Program Associate (Los Angeles County)	\$60,000.00
Program Associate (Kern County)	\$60,000.00
Payroll Liabilities, WC, Admin Fees	\$75,000.00
Health Insurance	\$40,000.00

<b>Program Staff Total</b>	<b>\$1,000,000.00</b>
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**Fellows**

Classroom Training Payroll (200 Participants)	\$500,000.00
Monthly Trainings (4Hrs. Monthly X 12 Months)	\$240,000.00
Training Payroll Liabilities, WC, Admin Fees	\$45,000.00
Professional Coaching and Mentoring	\$95,000.00
Tuition Abatement	\$2,000,000.00
Employer Placement Stipends	\$500,000.00
Signing Bonus	\$200,000.00
Transportation	\$20,000.00

<b>Fellows Total</b>	<b>\$3,600,000.00</b>
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**Operations**

Computers and Equipment	\$40,000.00
Legal	\$25,000.00
Marketing & Social Media	\$42,000.00
Advertising (Radio/Print/Social Media)	\$100,000.00
Public Relations	\$60,000.00

Research, Program Development, Curriculum Development, Subject Matter and DEI trainers. Field Study/Training, Concept Design & Content Development	\$300,000.00
Recruitment, Outreach, Activations, Partnership Development and Public Awareness Campaign	\$150,000.00
Recruiters (Los Angeles County)	\$36,000.00
Recruiters (Kern County)	\$12,000.00
Evaluator	\$30,000.00
Training Venue Rentals	\$25,000.00
Videography	\$60,000.00
Training Catering	\$50,000.00
Indirect Costs (15%)	\$970,000.00

<b>Sub-total</b>	<b>\$1,900,000.00</b>
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<b><u>TOTAL BUDGET</u></b>	<b><u>\$6,500,000.00</u></b>
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**Payments:**

Execution of initial contract	240,000.00
Execution of new contract	650,000.00
Monthly (11 months @ \$328,181.82/mo)	3,610,000.00
Tuition reimbursement	2,000,000.00

<b><u>TOTAL PAYMENTS</u></b>	<b><u>\$6,500,000.00</u></b>
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