

EXECUTIVE DIRECTOR'S REPORT

MEMORANDUM

DATE: June 15, 2023

TO: Board of Directors
Melinda Sullivan

FROM: Kaye Quintero

RE: Renewal of clinical contracts needing Board approval

The Center is currently in contract with three clinical service providers for amounts in excess of \$250,000 which are expiring on June 30, 2023. This memo is to request approval from the Board to renew these contracts effective July 1, 2023 for a one-year period. There are no proposed changes to the terms of these contracts for the coming fiscal year. Details of each contract are as follows:

Columbus Medical Services, LLC. – This organization provides the Center clinical professional staff in several areas of expertise. Staff includes nurses, psychologists, pharmacists, and dental coordinators. These professionals complete various clinical evaluations, consultations, recommendations for treatment, and technical assistance to Center staff. The contract currently includes the following clinical staff:

- (2) Nurse Consultant
- (3) Psychologist (1 bilingual)
- (1) Pharmacist
- (1) Dental Coordinator

Historically, the Center has contracted with Columbus Medical Services separately for each clinical professional. In order to simplify the process with the provider and ensure full transparency regarding our relationship with the provider, we are proposing a single contract to cover all of the clinical staff. The individual pay rates and projected number of hours needed are detailed in the contract. The total amount of the contract is \$1,368,696 funded through Purchase of Services funding.

Gloria Howard, M.D. – Dr. Howard is a licensed physician, supporting the Center by conducting medical assessments and evaluations, providing consultations, recommendations for treatment, and technical assistance to Center staff. Dr. Howard has supported the Center for over 20 years in this capacity. The proposed contract renewal is at a rate of \$175/hour up to a maximum of 1,664 hours. The total amount of the contract is \$291,200 funded through Purchase of Services funding.

Wendy Leskiw, M.D. – Dr. Leskiw is a licensed physician, supporting the Center in the same capacity as Dr. Howard, conducting medical assessments and evaluations, providing consultations, recommendations for treatment, and technical assistance to Center staff. Dr. Leskiw has also supported the Center for over 20 years in this capacity. The proposed contract renewal is at a rate of \$175/hour up to a maximum of 1,608 hours. The total amount of the contract is \$281,400 funded through Purchase of Services funding.

This memo is accompanied by copies of the contracts that outline the scope of work in detail.

AGREEMENT BETWEEN THE
FRANK D. LANTERMAN REGIONAL CENTER
AND
COLUMBUS MEDICAL SERVICES, LLC

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 COLUMBUS MEDICAL SERVICES, LLC DBA THE COLUMBUS ORGANIZATION, whose address is 350 Sentry Parkway, Building 120, Suite 120, Blue Bell, Pennsylvania 19422, 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 Delaware limited liability for profit company which provides certain professional services including clinical services.

The CONTRACTOR has agreed to provide professional staff as approved 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 is allowed to hire the following number of employees under each profession:

1. Nurse Consultant – 1 Employee
2. Nurse Consultant – 1 Employee
3. Bilingual Psychologist – 1 Employee
4. Psychologist – 2 Employees
5. Dental Coordinator – 1 Employee
6. Pharmacist – 1 Employee

CONTRACTOR shall complete the project as outlined in the attachment to this Agreement known as Exhibit A.

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. The maximum amount payable under this Agreement shall not exceed \$1,368,696.16. Upon completing this Agreement, the CONTRACTOR understands that all costs including but not limited to travel, training, continuing education and electronic communication/equipment are covered by the total amount payable in 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

Jeff Klimaski, President & CEO
COLUMBUS MEDICAL SERVICES, LLC
DBA THE COLUMBUS ORGANIZATION

Date

EXHIBIT A

4. SCOPE OF WORK / PROGRAM PROVISIONS

EXHIBIT A is a part of the contract between FRANK D. LANTERMAN REGIONAL CENTER “REGIONAL CENTER” and COLUMBUS MEDICAL SERVICES, LLC DBA THE COLUMBUS ORGANIZATION “CONTRACTOR” for the period **July 1, 2023 to June 30, 2024**.

NURSE CONSULTANT

The CONTRACTOR is allowed to employ **one (1) Nurse Consultant per each program (total 2 Nurse Consultants)** to perform and complete the project as follows:

1. Review and consult on individual client cases, particularly those with health and/or medical concerns or needs who are Community Placement Plan (CPP) clients, deflection and other difficult to serve clients.
2. Provide and/or offer technical assistance and make recommendations regarding the care and the treatment for clients identified with health and/or medical concerns.
3. Consult with community based health care providers on the development of care plans for Regional Center clients.
4. Provide assistance with the coordination and facilitation of the Lanterman UCLA NPI Clinic.

BILINGUAL PSYCHOLOGIST

The CONTRACTOR is allowed to employ **one (1) Bilingual Psychologist** to perform and complete the project as follows:

1. The individual shall be a bilingual Spanish speaking Psychologist to complete client evaluations. As part of the evaluation process, the individuals will include visits to the client’s school or day care or arrange for another session at the Regional Center.
2. The individual will evaluate clients with developmental disabilities and differential diagnosis of Autism Spectrum Disorder (ASD) throughout the life span.
3. The individual will follow assessment procedures including, but not limited to the ADOS, ADI-R, all the Wechsler scales and adaptive measures such as the Vineland and the ABAS.
4. The individual will use the FDLRC template for conducting psychological evaluations.
5. The individual will participate in fair hearings related to a client’s evaluation to discuss diagnosis and findings, if needed.

6. The individual will review and consult on individual client cases in relation to determination of eligibility for Regional Center services, including participation in eligibility determination meetings.

PSYCHOLOGIST

The CONTRACTOR is allowed to employ **up to two (2) Psychologists** to perform and complete the project as follows:

7. The psychologist professionals are to complete client evaluations. As part of the evaluation process, the individuals will include visits to the client's school or day care or arrange for another session at the Regional Center.
8. The individuals will evaluate clients with developmental disabilities and differential diagnosis of Autism Spectrum Disorder (ASD) throughout the life span.
9. The individuals will follow assessment procedures including, but not limited to the ADOS, ADI-R, all the Wechsler scales and adaptive measures such as the Vineland and the ABAS.
10. The individuals will use the FDLRC template for conducting psychological evaluations.
11. The individuals will participate in fair hearings related to a client's evaluation to discuss diagnosis and findings, if needed.
12. The individuals will review and consult on individual client cases in relation to determination of eligibility for Regional Center services, including participation in eligibility determination meetings.

DENTAL COORDINATOR

The CONTRACTOR is allowed to employ **one (1) Dental Coordinator** to perform and complete the project as follows:

1. Perform oral screenings and facilitate/monitor oral screenings conducted by designated dentists. Develop and maintain data collection of the results of the oral screenings. Discuss the findings with the individual client, family, and/or caregiver.
2. Make recommendations for treatment plans. When necessary, consult with a designated service provider dentist for clinical opinions on treatment plans.
3. Facilitate and/or coordinate dental services for Regional Center clients, ensuring that all client's needs are met by the service provider. Complete follow-up activities including, but not limited to data collection (example, effectiveness/appropriateness) from the service provider, family member/caregiver. Share, as appropriate, the data collection with the service provider to improve service delivery.
4. On an as needed basis, provide educational sessions for clients, caregivers and service coordination staff on subjects including, but not limited to the importance of prevention of

oral disease. Provide technical assistance to clients, family members, and other caregivers on the appropriate methods of oral hygiene.

5. Participation in the statewide Dental Coordinators meeting as well as the statewide Dental Task Force meeting that will be held at least annually.
6. Utilize behavioral specialist recommendations to develop individualized dental desensitization modalities for infants, toddlers and school age children.

PHARMACIST

The CONTRACTOR is allowed to employ **one (1) Pharmacist** to perform and complete the project as follows:

1. Actively participate as a member of a multidisciplinary clinical team to address ongoing needs of FDLRC in multiple living options.
2. Play an essential role in the development of more effective and efficient health care coordination for HRC clients with developmental disabilities.
3. Review and consult with Regional Center staff on individual client's medication regimen.
4. Provide consultation to community based service providers and families including primary care providers on the pharmaceutical aspects of services for people with intellectual and other developmental disabilities.
5. Provide consultation and trainings for service coordination staff, clients, families, and care givers pharmaceutical issues as they relate to individuals with ID/DD.
6. Offer technical assistance and make recommendations regarding the use, storage, and administration of medications.
7. Provide updates on new medications as appropriate. Provide periodic updates to Regional Center clinical staff on the Medicaid/Medicare policies for formulary and non-formulary drugs.
8. Develop a working knowledge of the drug plans adopted by the two health plans in Los Angeles County and inform insure that clinical staff members are kept abreast of their policies.
9. Draft procedures for the implementation and maintenance of programs providing pharmaceutical services.
10. Be an advocate for clients to ensure that they utilize the pharmaceutical benefits for which they are eligible.

EXHIBIT B

5. PAYMENTS BY REGIONAL CENTER

EXHIBIT B is a part of the contract between FRANK D. LANTERMAN REGIONAL CENTER ‘REGIONAL CENTER” and COLUMBUS MEDICAL SERVICES, LLC DBA THE COLUMBUS ORGANIZATION “CONTRACTOR” for the period **July 1, 2023 to June 30, 2024.**

PROFESSION	# OF EMPLOYEES	UNIT	RATE	TOTAL AMOUNT
Nurse Consultant	1	2,080	\$87.40/hr.	\$181,792.00
Nurse Consultant	1	2,080	\$100.00/hr.	\$208,000.00
Bilingual Psychologist	1	2,340	\$110.20/hr.	\$257,868.00
Psychologist	2	4,160	\$110.20/hr.	\$458,432.00
Dental Coordinator	1	2,080	\$82.00/hr.	\$170,560.00
Pharmacist	1	832	\$110.63/hr.	\$92,044.16
GRAND TOTAL	7			\$1,368,696.16

The maximum amount payable under this Agreement shall not exceed \$1,368,696.16.

AGREEMENT BETWEEN THE
FRANK D. LANTERMAN REGIONAL CENTER
AND
GLORIA HOWARD, M.D.

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 Gloria Howard, M.D., whose address is 832 S. Windsor Blvd., Los Angeles, CA 90005, 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 licensed medical doctor with specialty training and experience in internal medicine and medical emergencies.

The CONTRACTOR has agreed to assess persons, adults, and minors, and make recommendations regarding eligibility for regional center services, improving medical treatment, and improving accessibility to appropriate medical services.

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

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

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

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

1. REGIONAL CENTER'S OBLIGATIONS

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

2. TERM

This Agreement shall be from **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)).

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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.

4. SCOPE OF WORK/PROGRAM PROVISIONS

A. The CONTRACTOR shall complete the project as follows:

1. Review and consult on individual client cases, particularly for clients who have an identified health or medical concern or need.

2. Offer technical assistance and make recommendations regarding the care and treatment for clients with medical needs or health care concerns.
3. Consult with community based health care providers on the development of treatment plans for REGIONAL CENTER clients.
4. Conduct medical assessments and evaluations for identified clients.
5. Participate in the eligibility determination meetings.

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.

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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 \$175/hour up to a maximum of 1,664 hours for the term of this Agreement. This rate is subject to adjustment to comply with changes in applicable laws and regulations. The maximum amount payable under this Agreement shall not exceed \$291,200.

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

REGIONAL CENTER shall maintain professional liability insurance for the CONTRACTOR for all work performed at or for the Regional Center. Such insurance shall be purchased through the REGIONAL CENTER's operations budget. It is purchased as an accommodation to the CONTRACTOR, and not as a benefit of employment.

The CONTRACTOR is not covered by any workers' compensation policy held by 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

Gloria Howard, M.D.

Date

AGREEMENT BETWEEN THE
FRANK D. LANTERMAN REGIONAL CENTER
AND
WENDY LESKIW, M.D.

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 Wendy Leskiw, M.D., whose address is 410 S. Arden Blvd., Los Angeles, CA 90020, 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 licensed medical doctor with specialty training and experience in internal medicine and medical emergencies.

The CONTRACTOR has agreed to review case records and other pertinent documentation and participate in eligibility determination.

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.

4. SCOPE OF WORK/PROGRAM PROVISIONS

A. The CONTRACTOR shall complete the project as follows:

1. Review and consult on individual client cases, particularly for clients who have an identified health or medical concern or need.

2. Offer technical assistance and make recommendations regarding the care and treatment for clients with medical needs or health care concerns.
3. Consult with community based health care providers on the development of treatment plans for REGIONAL CENTER clients.
4. Conduct medical assessments and evaluations for identified clients.
5. Participate in the eligibility determination meetings.

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 \$175/hour up to a maximum of 1,608 hours for the term of this Agreement. This rate is subject to adjustment to comply with changes in applicable laws and regulations. The maximum amount payable under this Agreement shall not exceed \$281,400.

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.

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Reviewed by: Kaye Quintero, Associate Director
FRANK D. LANTERMAN REGIONAL CENTER

Date

Melinda Sullivan, Executive Director
FRANK D. LANTERMAN REGIONAL CENTER

Date

Wendy Leskiw, M.D.

Date

ARCA

ARCA Summary Notes for Executive Staff
March 20, 2023

DDS Report -

Nancy Bargmann provided budget status: Legislature met its constitutional deadline of submitting a proposed budget to the administration. Now the legislature and Governor will confer to resolve differences.

Pete C provided an update on emergency response activities including the distribution of Go Kits for adults living independently. In processing of developing a communication card for Deaf and Hard of Hearing individuals to be included in the Go Kits.

CERMS (electronic client record): DDS has received 20 responses to its Request for Information; respondents will present demos to DDS to determine which agencies will be allowed to provide a full proposal.

ARCA Report – In addition to the above topics, the ARCA agenda covered the following:

June was the final meeting of the board term. New officers for the 23-24 fiscal year will be

Mark Wolfe, President (TCRC)

Teri Colchis, Vice President (SDRC)

Rosemarie Perez, Secretary, (NBRC)

Omar Noorzad, Treasurer (TCRC)

Gloria Wong, Parliamentarian (ELARC)

Our own Larry De Boer ended his term on the executive committee, but remains on the Board of Directors.

Modernizing the Core Staffing Formula (CSF) – While there was a good amount of support for updating the CSF the current \$40 billion dollar budget deficit has derailed efforts. The proposed 23-24 budget does include funding for service coordinator positions funded at ‘state employee equivalent’ and is a good step towards acknowledging the historic underfunding and helps put RCs in a good position to pick up this topic again.

Provider Rates – ARCA continues to work with service providers and DDS regarding the implementation of the Quality Incentive Program; correction of the ILS provider rate is included in the proposed budget as is language that will adjust rates based on statewide minimum wage increases.

ARCA Legislative Committee – Update on AB1147, it has passed the Assembly and will be heard in the Senate in July.

ARCA has taken an opposed unless amended position based on 2 points: 1) the reduction of RC board member terms to no more than 6 years and a minimum of five-year waiting period before returning to the board to serve another term and 2) establishing that the Public Records Act (PRA) applies to Regional Centers. There is a mechanism for requests for information as regional center data is communicated to DDS nightly and DDS is covered by the PRA.

Strategic One-Year Work Plan was adopted. You will find the plan attached to this memo for your information.