



BOARD OF DIRECTORS MEETING

DATE: Wednesday, September 23, 2020
TIME: 6:00 PM –Board Business Promptly
PLACE: Zoom - Conference Call
 (Staff Generated – Please confirm with Frank Lara at
 (213) 252-4902 or flara@lanterman.org prior to meeting date for participation)

ACTION ITEM	ORDER	GENERAL SESSION AGENDA	
	1	CALL TO ORDER	Gloria Leiva
	2	PUBLIC INPUT/ANNOUNCEMENTS	Gloria Leiva
ACTION	3	APPROVAL OF MINUTES <ul style="list-style-type: none"> • August 26, 2020 	Gloria Leiva
	4	EXECUTIVE DIRECTOR'S REPORT <ul style="list-style-type: none"> • COVID Update • Board Composition Survey • Board Training Plan • Alternative Staffing Model 	Melinda Sullivan
ACTION	5	EXECUTIVE COMMITTEE <ul style="list-style-type: none"> • Contract over \$250,000 - Stephanie Young Consultants 	Gloria Leiva Melinda Sullivan
	6	ADMINISTRATIVE AFFAIRS COMMITTEE <ul style="list-style-type: none"> • RFP - Appointment of the Auditor • CARES Act • Review of Financial Statements 	Mark Higgins Kaye Quintero
CLOSED SESSION	7 ACTION	EXECUTIVE SESSION <ul style="list-style-type: none"> • Approval of Minutes • Personnel • Litigation 	Gloria Leiva
	8	ADJOURNMENT	Dina Richman

APPROVAL OF MINUTES

LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION

Board of Directors

August 26, 2020

MINUTES

PRESENT

Dina Richman, Chair
Elizabeth Beltran
Rachelle Cabrera
Larry DeBoer
Mark Higgins
Kim Isaac
Gloria Leiva
Dr. Alex Li
Jonathan Martinez
Yudy Mazariegos
Louis Mitchell
Jae Rhee
Dr. Anthony Stein

NOT PRESENT

Danielle Dejean
Dr. Anila Guruji
Ana Villasenor

ADVISOR TO THE BOARD - PRESENT

Al Marsella

STAFF

Pablo Ibanez
Carmine Manicone
Kaye Quintero
Melinda Sullivan

GUESTS

Mary Marasco
Nikisia Simmons – DDS

CALL TO ORDER

Ms. Richman called the meeting to order at 6:05 PM. The meeting was conducted via Zoom.

PUBLIC INPUT

Mary Marasco introduced herself as guest to the meeting.

ANNOUNCEMENTS

No announcements made.

APPROVAL OF MINUTES

Dr. Stein moved to approve the minutes of June 24, 2020, Mr. Mitchell seconded the motion, and it passed unanimously.

EXECUTIVE DIRECTOR'S REPORT

Conflict of Interest Review

Ms. Sullivan advised the Board that as part of the Trailer Bill language affecting regional centers, the Department and the regional center governing board must review the conflict-of-interest statement of each regional center board member to ensure that no conflicts of interest exist.

Included in the board packet were the declarations from board directors. All of the forms indicated that no conflicts of interest exist.

Dr. Stein moved to send the statements to the Department of Developmental Services, Mr. Higgins seconded the motion, and it passed unanimously.

Board Composition Survey

Ms. Sullivan advised the Board that the Center will be submitting the 2020 Board Composition Survey to DDS. A copy of the survey was in the packet for information only.

ARCA REPORT

Ms. Sullivan advised the Board that she and Mr. DeBoer attended the ARCA meeting on August 20-21, 2020 via Zoom and that the highlights from the meeting were sent by email prior to the meeting. Discussion followed.

EXECUTIVE COMMITTEE

Consent to use of Electronic Transmissions

Ms. Sullivan advised the Board that a part of the Bylaws, board members will need to complete the “Consent to use of Electronic Transmissions” form. The forms will be sent by email and postal.

Conflict of Interest

For Information Only -

Ms. Sullivan shared with the Board the DDS Approved Conflict of Interest Resolution Plans as follows:

Brittney Benisek – has a potential conflict of Interest with Inclusion Services, an Independent Living agency as her sister works 5 hours a week for the agency. Ms. Benisek has no one on her caseload that is served by this provider and she has been instructed that she can make no referrals to the provider and will have no involvement whatsoever in any action or business involving or affecting Inclusion Services in any manner. *(Shared with Leadership staff on 6/29/20)*

Victoria Lopez – has a potential conflict with Accredited Nursing agency, as Ms. Lopez provides respite care for her sister through Accredited, a vendor of FDLRC. As such, she will not refer clients to Accredited Nursing or promote its services and will have no involvement whatsoever in any action or business involving or affecting Accredited Nursing agency in any manner. *(Shared with Leadership staff on 6/29/20)*

Gwen Jordan has a potential conflict with Wendi Jordan, who is vendored by Westside Regional Center to conduct psycho-social evaluations. Lanterman has not used Wendi to conduct psycho-social evaluations and, as per the approved plan, we will not use her for this function. *(Shared with Leadership staff on 6/29/20)*

Contract over \$250,000

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

Year: 2020 - 2021

Amount of contact: Contract – Esperanza Community Housing / \$323,501 for the staffing needs of the Pomotora Program through FY 2020-2021.

Discussion focused on the value of the program, its dollar amount in relation to the Center’s overall Purchase of Services budget, and the number of families being served by the program. The board was in support of the contract as presented.

Ms. Issac moved to approve the contract as presented, Dr. Stein seconded the motion, and it passed. Yudy Mazariegos voted in opposition.

ADMINISTRATIVE AFFAIRS COMMITTEE

Review of Financial Statements

Mr. Higgins reviewed the financial statements through June 30, 2020.

Fiscal Year to date 2019-2020

In Operations (main contract) we have spent \$23,032,293 (94.5% of budget). In Purchase of services (main contract) we have spent \$202,369,826 before we add late bills. Including projected late bills, we will have spent \$205,946,145 (97.0%% of budget).

Fiscal Year 2018-2019 (E-4)

This month we recorded \$2,181 in OPS and \$53,778 in OPS. To date, we have spent 99.9% of our OPS and 98.4% of our POS allocations. We are currently projecting very small surplus in OPS and a small surplus in POS.

Fiscal Year 2017-2018 (D-5)

This month we recorded \$2,157 in OPS. To date, we have spent 99.9% of our OPS and 99.3% of our POS allocations. We have a very small surplus in OPS, as well as a small surplus in POS.

PROGRAMS AND SERVICES COMMITTEE

Community Meeting Report – Caseload Ratio

Mr. Manicone reminded the Board that the Center submitted its caseload ratios to DDS in March 2020. Realizing that the Center did not meet the caseload ratios, the Programs and Services Committee hosted a community meeting on July 8, 2020 to share the caseload ratio data, as well as plans to reduce caseload ratios. The Board was provided a draft copy of the letter the Center intends to send to DDS with the Center's plan of action. The board was in agreement with the letter.

Draft Performance Plan for 2021 / Fall Community Meetings

Mr. Manicone advised the Board that the Programs and Services Committee reviewed the Proposed Performance Plan for 2021. Mr. Manicone reported that the Committee was in support of the proposed plan to present at the 4 Fall Community Meetings in September. A copy of the 2020 Fall Community Meeting Notice was in the packet for information only.

ADJOURNMENT FOR EXECUTIVE SESSION

Mr. Mitchell moved to suspend the General Session meeting at 7:53 PM for Executive Session to conduct business on Approval of Minutes, Personnel, Litigation, and Executive Director's Performance Goals for FY 2020-21. Dr. Stein seconded the motion, and it passed unanimously.

RECONVENE FOR GENERAL SESSION

The Board discussed in Executive Session the Approval of Minutes, Personnel, Litigation, and Executive Director's Performance Goals for FY 2020-21.

ADJOURNMENT

The meeting was adjourned at 8:11 PM

Elizabeth Beltran, Secretary

/fl

BOARD OF DIRECTORS

ACTION LOG

August 26, 2020

	DESCRIPTION	ACTION	STATUS
	Approval of Minutes – <i>June 24, 2020</i>	<ul style="list-style-type: none">• Approved	
	Annual Review of Conflict of Interest	<ul style="list-style-type: none">• Approved	
	Contract over \$250,000. Esperanza Community Housing	<ul style="list-style-type: none">• Approved	

EXECUTIVE DIRECTOR'S REPORT

DEPARTMENT OF DEVELOPMENTAL SERVICES

1600 NINTH STREET, Room 340, MS 3-12
SACRAMENTO, CA 95814
TTY (916) 654-2054 (For the Hearing Impaired)
(916) 654-1958



September 11, 2020

Dina Richman, Board President
Melinda Sullivan, Executive Director
Frank D. Lanterman Regional Center
3303 Wilshire Boulevard, Suite 700
Los Angeles, CA 90010

Dear Ms. Richman and Ms. Sullivan:

Thank you for completing and submitting the 2020 Board Composition Survey issued by the Department of Developmental Services (Department). Pursuant to Welfare & Institutions (W&I) Code §4622.5, "By August 15 of each year, the governing board of each regional center shall submit to the department, detailed documentation, as determined by the department, demonstrating that the composition of the board is in compliance with §4622." Frank D. Lanterman Regional Center (FDLRC) submitted a completed survey on September 1, 2020, and a plan to come into compliance.

FDLRC's Board Composition complies with most requirements pursuant to W&I Code §4622. FDLRC's Bylaws state that the Board of Directors should have a range of 12 to 17 members. The survey lists 16 members as serving on the board and all their terms of office fall within the statutory limits. The board also includes a member from the provider advisory committee as required.

FDLRC's diligence with Board Composition is demonstrated in meeting the requirements of geographic and disability representation. FDLRC's Board maintains requisite members with legal, management or board governance, finance and developmental disability program expertise, and members with an interest in, or knowledge of, developmental disabilities. The Department also acknowledges the required inclusion of parents/legal guardians of individuals served.

Based on the FDLRC's survey results, the Board Composition does not comply with the following requirement contained in W&I Code §4622. Data from the 2015 American Community Survey used to determine the ethnic representation of FDLRC's catchment area, reveal that the composition of FDLRC's Board does not reflect the ethnic diversity of the community served. The White community is underrepresented. FDLRC's Board has not met this criterion for two years.

"Building Partnerships, Supporting Choices"

Dina Richman, Board President
Melinda Sullivan, Executive Director
September 11, 2020
Page two

The Department acknowledges receipt and approves FDLRC's plan to come into compliance with the requirements detailed in W&I Code §4622. The Department recognizes the tremendous commitment and responsibility involved in board membership and appreciates your efforts. The Department also recognizes the complexity of maintaining compliance within the context of FDLRC's Bylaws, Board member term limits, and the multi-faceted contributions of each board member. If you have questions regarding this correspondence, please contact Nikisia Simmons, Primary Regional Center Liaison, Office of Community Operations, at (714) 957-5673, or by email, at nikisia.simmons@dds.ca.gov.

Sincerely,

Original signed by:

ERNIE CRUZ
Assistant Deputy Director
Office of Community Operations

cc: Amy Westling, Association of Regional Center Agencies
Brian Winfield, Department of Developmental Services
LeeAnn Christian, Department of Developmental Services
Uvence Martinez, Department of Developmental Services
Nikisia Simmons, Department of Developmental Services



September 15, 2020

LeeAnn Christian
Deputy Director, Community Services Division
Department of Developmental Services
1600 Ninth Street, Rm 320, MS 3-9
Sacramento, CA 95814

Subject: **FDLRC Board Training Plan**

Dear Ms. Christian,

Pursuant to our regional center contract, please find enclosed the Frank D. Lanterman Regional Center's board training plan for fiscal year 20-21.

Training topics will include roles and responsibilities of board members, an overview of the DDS contract, financial/fiscal, an overview of the Lanterman Developmental Disabilities Services Act, collaboration, and cultural competency. Representatives of our board attend the Association of Regional Center Agencies (ARCA) Academy this past February and will continue to participate in the planned webinars this fiscal year.

The roles and responsibilities presentation was developed by our corporate legal counsel and was recently provided at our annual July board training. The Lanterman Act, DDS contract and financial/fiscal trainings will be provided by regional center staff.

Upon confirmation and no later than December 15th, the Center will submit an updated training plan with details including the dates, length of each training session, and name, affiliation and qualifications of each trainer.

If you have any questions, please contact don't hesitate to contact me at (213) 252-4900 or via email at Msullivan@lanterman.org.

Sincerely,

Melinda Sullivan
Executive Director

Frank D. Lanterman Regional Center (FDLRC) Board of Directors Training Plan

September 2020

This training plan is developed to assure that members of the FDLRC Board of Directors receive training that enables them to understand and carry out their responsibilities. It's expected that board members will receive training throughout their tenure with targeted readings, formal training and presentations throughout the year at board meetings.

Welfare and Institutions Code, section 4622 (g)(1) states "The regional center shall provide necessary training and support to these board members to facilitate their understanding and participation, including issues relating to linguistic and cultural competency. (2) As part of its monitoring responsibility, the department shall review and approve the method by which training and support are provided to board members to ensure maximum understanding and participation by board members. (3) Each regional center shall post on its internet website information regarding the training and support provided to board members.

- 1) At the first meeting of the new fiscal year, all board members receive training on the role and responsibilities of a board member, as well as reviewing and signing the Conflict of Interest statement and Whistleblower policy. This training was developed by the Center's corporate attorney.
- 2) The executive director meets individually with new board members as part of the onboarding process.
- 3) Throughout the year, the board receives Administrative Reports from the key departments of the regional center, with a focus on emerging issues. The executive staff members responsible for the following departments provide the presentations: Client and Family Services, Administrative Services, Community Services, Human Resources, and Training & Development.
- 4) In addition to Administrative Reports, presentations on current issues may be incorporated into the board meeting agenda. Examples of such topics include Self-Determination, Alternative Service Delivery and family support efforts; these topics will be provided by subject matter experts at the regional center.
- 5) Board members are encouraged to attend the ARCA Academy, which focuses its training topics on the support of regional center board members.

EXECUTIVE COMMITTEE

EXECUTIVE COMMITTEE

September 9, 2020

MINUTES

PRESENT

Dina Richman, Chair
Mark Higgins
Gloria Leiva
Louis Mitchell

NOT PRESENT

Elizabeth Beltran

GUEST

Larry DeBoer

STAFF

Melinda Sullivan
Pablo Ibanez

CALL TO ORDER

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

APPROVAL OF MINUTES

Corrections to the minutes:

Page two – (Heading) Spelling error: “Continuity of Orizational Leasership Plan” s/b “Continuity of Organizational Leadership Plan”

The minutes of August 12, 2020 were approved by consensus with the above noted changes.

CONTRACT OVER \$250,000 – STEPHANIE YOUNG CONSULTANTS

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

Year: 10/1/2020 – 9/30/2022

Amount of contact: Stephanie Young Consultants (Crisis Support Services) / \$65,990.00 a month not to exceed \$1,583,760.00 for a two-year period.

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

Discussion focused on the value of the service, its dollar amount in relation the number of families being served by the program. It was noted that the RFP process is not required in the renewal of a contract. The Committee was in support of the contract renewal as presented.

Mr. Higgins recommended to the Board that it approved the renewal of the contract with Stephanie Young Consultants - Crisis Support Services as presented, Mr. Mitchell seconded the motion, and it passed unanimously.

COVID UPDATE

Ms. Sullivan reported that the Center remains closed to the public and staff continue to work remotely. As the Department of Developmental Services is working through an alternative service delivery model, it has been challenging implementing the directives as they change frequently.

BOARD OF DIRECTORS TRAINING PLAN

Ms. Sullivan advised the Committee that they could find a memo from DDS regarding the need for Centers to have a Board of Directors Training Plan. Regional Centers shall provide training and support to board members to facilitate their understanding and participation. Centers are required to submit a plan to DDS by 9/1/20 and submit an updated plan each December 15 thereafter. Plans will need to be posted on the website.

Ms. Sullivan presented a draft plan for input before going to the Board for review. Discussion followed. Ms. Sullivan will have a revised plan for the upcoming board meeting.

OCTOBER MEETING DATE

Ms. Sullivan advised the Committee that on the next scheduled meeting date (10/14/20) she will be on vacation. The Committee agreed to hold the date and will determine if a meeting is needed as it gets closer.

ADJOURNMENT FOR EXECUTIVE SESSION

Mr. Higgins moved to suspend the General Session meeting at 1:00 p.m. for Executive Session to conduct business on Approval of Minutes, Personnel, and Litigation. Mr. Mitchell seconded the motion, and it passed unanimously.

RECONVENE FOR GENERAL SESSION

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

ADJOURNMENT

The meeting was adjourned at 1:05 p.m.

/fl

DRAFT

Memorandum

To: Board of Directors

From: Carmine Manicone and Pablo Ibañez

Date: September 23, 2020

Re: Crisis Support Services – contract renewal

This is a request to renew our current contract with Crisis Support Services (CSS), a division of Stephanie Young Consultants, to continue providing crisis response services to Lanterman Regional Center clients. As a reminder, DDS requires regional centers to contract for crisis services, as it is recognized that the L.A. County Mental Health services do not satisfy the need for the developmental disabilities service system. This renewal is for a two-year period beginning October 1, 2020 until September 30, 2022 continuing at the current rate of \$65, 990 a month, not to exceed \$1,583,760.00 for the two year period.

CCS was first awarded a contract via Request for Proposal in 2018. As a refresher, a one page summary of CSS and its services is attached to this memo. CSS is used as a support service for clients associated with any of the following; 1) Special Incident Reports (SIRs) involving psychiatric hospitalizations, allegations of abuse involving family members and law enforcement, 2) clients in locked psychiatric facilities and 3) other at-risk clients identified by staff. The outcome is to stabilize and support the individual so they can remain in the least restrictive setting.

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

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

Prior to the availability of specialized crisis supports the regional center struggled with supporting individuals with severe behavior challenges in their homes, including licensed residential homes; this was compounded when an individual had a co-existing mental health diagnosis, evidenced by unplanned psychiatric hospitalizations, episodes of abuse and inability to locate an appropriate living option. During the current 2 year contract period, psychiatric hospitalizations have reduced from 14 a year to five (5).

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

The renewal of this contract covers a two-year period beginning October 1, 2020 until September 30, 2022 unless terminated earlier per contract provisions. The contract amount is for \$65, 990 a month not to exceed \$1,583,760.00 for the two year period. Thank you for your consideration.



Crisis Support Services

PREVENTION SUPPORT APPOINTMENTS Mon-Fri 10am-6pm CRISIS SUPPORT 24/7

- CSS currently provides crisis and preventative services for seven (7) regional centers - Westside Regional Center, South Central Los Angeles Regional Center, San Andreas Regional Center, Tri-Counties Regional Center and Frank D. Lanterman Regional Center.
- CSS team members are equipped to respond to critical situations and provide on-going support utilizing evidence-based practices over the duration of the crisis to stabilize the individual in the immediate and long-term placement.
- CSS provides on-going **PREVENTION** support to individuals, family and support staff to achieve long term stability, supportive placement, coping strategies, and connection to community resources.
- CSS provides emergency response intervention for **CRISIS** behaviors that are:
 - HARM TO SELF
 - HARM TO OTHERS
 - LEAVING WITHOUT SUPERVISION
 - PROPERTY DESTRUCTION
 - SOCIALLY INAPPROPRIATE BEHAVIOR
 - VERBAL AGGRESSION THREATS
 - SUICIDE IDEATION
 - SEXUALLY INAPPROPRIATE BEHAVIOR
- New Referral Process:
 - Referral from LRC Manager with Intake and Collateral
 - Introduction of Services
 - Intake Assessment
 - Safety Plan
 - Coping Skills
 - Treatment Plan
- **Staff Languages (English, Spanish, Armenian)**
- **Average Monthly Hours: Up to 800**
- **Average Monthly Clients: 114**
- **Police and Psychiatric Hospitalization Data:**

○ 2018 - Avoided Police Intervention: 71	Avoided Hospitalization: 52
Assisted With Police Intervention: 2	Assisted With Hospitalization: 0
○ 2019 - Avoided Police Intervention: 29	Avoided Hospitalization: 5
Assisted With Police Intervention: 19	Assisted With Hospitalization: 2
○ 2020 (To Date) - Avoided Police Intervention: 0	Avoided Hospitalization: 2
Assisted With Police Intervention: 11	Assisted With Hospitalization: 8

FRANK D. LANTERMAN REGIONAL CENTER
CONTRACT COVER SHEET

CONTRACT NUMBER	P-21-35
PROJECT TITLE	Crisis support services
CONTRACTOR NAME	Stephanie Young Consultants
ADDRESS	201 N. Brand Avenue #200; Glendale 91203 MAIL: 9340 Fuerte Dr. #210; La Mesa CA 91941
CONTACT PERSON	Stephanie Young
TELEPHONE	(619) 222-0416
E-MAIL	
FDLRC CONTRACT MGR	Pablo Ibañez
POS VENDOR NUMBER	PD3720/102

SOURCE OF FUNDS

OPERATIONS

- ☐ PERFORMANCE CONTRACT
☐ REGULAR OPERATIONS
☐ OTHER (specify)

PURCHASE OF SERVICES

- ☐ PERFORMANCE CONTRACT
☐ START UP
☐ CPP ☐ POS
☒ REGULAR POS
☐ OTHER (specify)

CONTRACT EFFECTIVE DATE 10/1/2020 TO 9/30/2020

AUTHORIZATION PERIOD TO

TOTAL AMOUNT OF CONTRACT \$1,583.780

ADVANCE PAYMENT REQUESTED ☒ NO
If YES, enter advance payment amount: \$

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

This Agreement is made and entered into between the LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION, INC., doing business as the FRANK D. LANTERMAN REGIONAL CENTER, located at 3303 Wilshire Boulevard, Suite 700, Los Angeles, California 90010, hereinafter referred to as the "REGIONAL CENTER," and Stephanie Young Consultants, whose address is 201 N. Brand Blvd. Suite 200, Glendale, CA 91203, hereinafter referred to as the "CONTRACTOR." The CONTRACTOR and the REGIONAL CENTER may be referred to jointly as the "Parties".

RECITALS

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

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

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

The CONTRACTOR has agreed to provide crisis support services.

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

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

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

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

1. REGIONAL CENTER'S OBLIGATIONS

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

2. TERM

This Agreement shall be from October 1, 2020 until September 30, 2022 unless terminated earlier in accordance with the provisions stated herein.

3. GENERAL PROVISIONS

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

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

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

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

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

F. No waiver of a particular provision of this Agreement by the REGIONAL CENTER shall constitute a waiver of any other provision. Failure of the REGIONAL CENTER to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

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

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

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

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

individual accused of and being investigated for alleged Client abuse or neglect of any kind, until such time as investigation clears that individual for further work with Clients.

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

4. SCOPE OF WORK/PROGRAM PROVISIONS

A. The CONTRACTOR shall provide crisis response and support services to identified clients and as outlined in the program design.

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

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

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

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

F. The CONTRACTOR fully understands that CONTRACTOR, and not the REGIONAL CENTER, shall maintain his, her or its own payments and reports to the proper government agencies as required by law. Upon the request of the REGIONAL CENTER, CONTRACTOR shall provide the REGIONAL CENTER with

written evidence of all such reporting and payments required to be made by him, her or it with respect to the compensation payable to him, her or it under this Agreement.

5. PAYMENTS BY REGIONAL CENTER

A. The CONTRACTOR shall be paid in arrears upon receipt of an approved invoice. The CONTRACTOR shall be paid \$65,990/month. The maximum amount payable under this contract shall not exceed \$1,583,760.00 for the term of this Agreement

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

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

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

6. RECORDS MAINTENANCE

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

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

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

C. The CONTRACTOR agrees to keep for a minimum period of five years from the date of final payment for the State fiscal year in which services are performed under this Agreement, all records which are necessary to disclose fully the extent of goods and services furnished under this Agreement. The CONTRACTOR agrees to furnish these records and any information regarding payment claimed for providing such goods and services, upon request, to the REGIONAL CENTER or duly authorized representatives.

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

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

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

7. INSURANCE

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

8. CONTRACT TERMINATION PROVISIONS

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

Notice of such termination shall be:

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

B. **WITHOUT CAUSE.** Either party may terminate this Agreement, without cause, by providing 30 day's written notice to the other. CONTRACTOR shall perform services throughout the notice period, unless the Parties agree, in writing, to earlier termination of such services. CONTRACTOR shall be paid for services performed through the end of the notice period.

I have received, read, understand, and agree to the terms and conditions set forth in and will abide by the standards and conditions governing this Agreement.

This Agreement is considered to have been executed as of the day and year first above written though memorialized as of the day and year below written.

Reviewed by: 

Kaye Quintero, Associate Director
FRANK D. LANTERMAN REGIONAL CENTER

8-21-2020

Date

Melinda Sullivan, Executive Director
FRANK D. LANTERMAN REGIONAL CENTER

Date

Stephanie Higgins
Stephanie Young Consultants

Date