

APPROVAL OF MINUTES

LOS ANGELES COUNTY DEVELOPMENTAL SERVICES FOUNDATION

Board of Directors

August 25, 2021

MINUTES

PRESENT

Louis Mitchell, Chair
Elizabeth Beltran
Larry DeBoer
Mark Higgins
Kim Isaac
Dr. Alex Li
Jae Rhee
Dina Richman
Yudy Mazariegos
Brigitte Sroujeh
Ana Villasenor

NOT PRESENT

Danielle Dejean
Dr. Anila Guruji
Gloria Leiva

ADVISOR TO THE BOARD - PRESENT

Al Marsella

STAFF

Pablo Ibanez
Carmine Manicone
Kaye Quintero
Melinda Sullivan

GUESTS

Anthony Brouwer
Taleen Khatchadourian
Howard McBroom
Diana Sandoval – DDS

CALL TO ORDER

In the absence of Ms. Leiva, Mr. Mitchell called the meeting to order at 6:00 PM. The meeting was conducted via Zoom.

PUBLIC INPUT

No public input was given.

ANNOUNCEMENTS

No announcements were made.

APPROVAL OF MINUTES

The minutes of June 23, 2021 were approved by consensus.

BOARD EDUCATION

As part of Board Education and Training, Ms. Amy Westling, Executive Director of the Association of Regional Center Agencies (ARCA) gave a focused presentation on ARCA's role and relationship between ARCA and the Regional Center. Board members were given the opportunity to ask questions and discussion followed.

EXECUTIVE DIRECTOR'S REPORT

Conflict of Interest Review

Ms. Sullivan advised the Board that as part of its governing obligations, the 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.

Ms. Villasenor moved to send the statements to the Department of Developmental Services, Mr. DeBoer 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. In the packet were copies of a survey summary showing the current composition and a summary showing the composition pending the election of a new board member in September.

Caseload Ratio Plan of Correction

Ms. Sullivan advised the Board that the Center submitted its caseload ratios to DDS in March 2021. The Center did not meet the caseload ratios and is out of compliance with the W&I code

4640.6(c). The Center is required to develop a plan of correction and solicit input from its community, including families, adults served by the regional center, service providers, the State Council, organized labor unions, and other interested parties. A draft copy of the plan was posted on the website and sent out on social media. The deadline for input is August 31, 2021.

Ms. Sullivan reported that the Programs and Services Committee will be reviewing the plan and any community input received at its meeting on September 8, 2021. The final plan will be sent to DDS thereafter.

Returning to the Office

Ms. Sullivan advised the Board that the Center has adjusted the start of its “return to office date for staff” from August 16 to September 13, 2021. Staff will be required to come into the office one day a week.

ARCA REPORT

ARCA Highlights

Mr. DeBoer advised the Board that he attended the ARCA meeting on June 19-20 via Zoom and that the highlights from the meeting were in the packet. Discussion followed.

EXECUTIVE COMMITTEE

Ninth Reinstatement of Bylaws

Ms. Sullivan advised the Board that it has been several years since a thorough review of the bylaws had been completed. Ms. Sullivan walked the Board through the proposed changes and noted that most of the changes throughout the document reflects language to assure compliance with either DDS contract language or with non-profit corporation standards. Ms. Sullivan reported that the Executive Committee has reviewed these proposed changes and recommends the Board adopt the Ninth Restatement.

Mr. DeBoer moved to approve the Ninth Restatement of the Bylaws as presented, Ms. Beltran seconded the motion, and it passed unanimously.

Contracts over \$250,000.

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

To enhance clinical support, the Center contracts with 2 physicians funded through Purchase of Services funding.

Provider/Organization: **Dr. Gloria Howard**

Year: 2021

Amount of contract: \$291,200. (Increased hourly rate of \$175 from the current \$125 effective July 1, 2021)

Dr. Howard provides the following services:

- Consultation to service coordination and clinical staff, working closely with nurse consultants and the clinical director.
- Participates in mortality meetings both initial and final.
- Works with the nurse consultants to follow clients admitted to hospitals, documenting encounters in the client record.
- Performs physical evaluations with accompanying written report for applicants for whom there is no physician of record.
- Reviews copious amounts of medical records for clients with complex health conditions in order to render an opinion of a client's health status and make recommendations for follow up care.

Mr. DeBoer moved to approve the contract with Dr. Howard as presented, Dr. Li seconded the motion, and it passed unanimously.

Provider/Organization: **Dr. Wendy Leskiw**

Year: 2021

Amount of contract: \$281,400. (Increased hourly rate of \$175 from the current \$125 effective July 1, 2021)

Dr. Leskiw provides the following services:

- Consultation to service coordination and clinical staff, working closely with nurse consultants and the clinical director.
- Participates in mortality meetings both initial and final.
- Works with the nurse consultants to follow clients admitted to hospitals, documenting encounters in the client record.
- Performs physical evaluations with accompanying written report for applicants for whom there is no physician of record.
- Reviews copious amounts of medical records for clients with complex health conditions in order to render an opinion of a client's health status and make recommendations for follow up care.
- Conducts immigration evaluations and completes the Homeland Security forms for clients seeking citizenship.

Ms. Mazariegos moved to approve the contract with Dr. Leskiw as presented, Ms. Richman seconded the motion, and it passed unanimously.

ADMINISTRATIVE AFFAIRS COMMITTEE

Review of Financial Statements

- *Cash Flow*

Mr. Higgins reported the Center is projected to have \$21,060,500 available at the end of October 31, 2021.

Mr. Higgins reviewed the financial statement summary through June 30, 2021.

- *Fiscal Year to date 2020-2021*

In Operations (main contract) we have spent \$24,016,318 (94.7% of budget). In Purchase of services (main contract) we have spent \$249,874,086 before we add late bills. Including projected late bills, we will have spent \$254,306,986 (96.9% of budget).

- *Fiscal Year 2019-2020 (A-8)*

This month we recorded \$85,853 in OPS and \$44,670 in POS. To date, we have spent 97% of our OPS and 100% of our POS allocations. We currently have a small surplus in OPS.

- *Fiscal Year 2018-2019 (E-5)*

This month we did not record any payments in OPS and we paid \$20,831 in POS. To date, we have spent 100% of both OPS and POS allocations. Effective July 1, 2021 we will no longer receive DDS reimbursements for fiscal year 2018-2019 payments.

FY 2018-19 & FY 2019-20 DDS Audit

Ms. Quintero reported that DDS conducts a biennial audit and they completed an audit of Lanterman virtually last fall for Fiscal Years 2018-19 and 2019-20. The report was sent to the Center and the findings were reviewed with the Administrative Affairs Committee. Overall, the results of the report are positive. A copy of the audit and the Center's written response to the findings, were in the packet for information only.

FY 2020-21 Independent Audit

Ms. Quintero reported that our current auditing firm, Windes, is conducting the independent audit and they have begun their preliminary fieldwork for their review of fiscal year 2020-21. The Center is responding to their requests for information and are planning for the completion of the bulk of their work during the two weeks beginning September 13.

Line Of Credit Update

Ms. Quintero advised the Board that the Center needed to draw approximately \$6 million on its line of credit for a short period in July. The draw cost the Center \$1,000.

PROGRAMS AND SERVICES COMMITTEE

Draft Performance Plan for 2022/ Fall Community Meetings

Mr. Manicone advised the Board that the Programs and Services Committee reviewed the Proposed Performance Plan for 2022. 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 plan and 2021 Fall Community Meeting Notice was in the packet for information only.

CLIENT ADVISORY COMMITTEE

Mr. McBroom presented the 2020 Annual Committee Report to the Board. A copy of the report was in the packet and the Board was given the opportunity to ask questions.

NOMINATING COMMITTEE

Slate – New Director

Mr. Marsella presented the proposed Director, Anthony Brouwer, for information only and for election at the September 22, 2021 Board of Directors meeting. Mr. Brouwer's application was in the packet for review.

Board Recruitment Fair

Mr. Marsella advised the Board that the Committee discussed starting a board recruitment fair for individuals interested in board or committee membership at the Center. This meeting will be held virtually and promoted on the Center's website, Facebook page, and e-bulletin.

The Center will be targeting November 4, 2021 for the meeting date.

ADJOURNMENT FOR EXECUTIVE SESSION

Ms. DeBoer moved to suspend the General Session meeting at 7:35 PM for Executive Session to conduct business on Approval of Minutes and Litigation, Ms. Isaac seconded the motion, and it passed unanimously.

RECONVENE FOR GENERAL SESSION

The Board discussed in Executive Session the Approval of Minutes and Litigation.

ADJOURNMENT

The meeting was adjourned at 7:36 PM.

Mark Higgins, Secretary

/fl

BOARD OF DIRECTORS

ACTION LOG

August 25, 2021

	DESCRIPTION	ACTION	STATUS
	Approval of Minutes – June 23, 2021	<ul style="list-style-type: none">• Approved	
	Annual Conflict of Interest Review	<ul style="list-style-type: none">• Approved	
	Ninth Restatement of Bylaws	<ul style="list-style-type: none">• Approved	
	Contacts Over \$250,000 – <ul style="list-style-type: none">• Dr. Leskew• Dr. Howard	<ul style="list-style-type: none">• Approved	
	Slate of Director – Anthony Brouwer	<ul style="list-style-type: none">• Presented for Information Only	

EXECUTIVE DIRECTOR'S REPORT

MEMORANDUM

Date: September 15, 2021

To: Melinda Sullivan

From: Pablo Ibañez

Re: Start-Up Contract Request – START

The Department of Developmental Services (DDS) has selected The Center for START Services-Institute on Disability/UCED, University of New Hampshire to facilitate the development of Systemic, Therapeutic, Assessment, Resources, and Treatment (START) programs in California. START is an evidence based model of cross system crisis prevention and intervention services for individuals ages 6 years and older with developmental disabilities and mental health needs. The START model includes comprehensive clinical assessment, consultation, outreach, training, cross systems linkages and 24-hour mobile crisis response.

Lanterman Regional Center received funds in the amount of \$835,020 from DDS for FY 21/22 to develop a local START program. The Center for START Services will train and certify a provider to be determined at a later date. The amount awarded for this project covers the cost of maintaining the local START team that will provide training and certification to the selected provider over a four-year term.

Because this contract is above \$250,000, Board approval is needed.

Thank you for your consideration of this request.

____ Approved

____ Denied

Melinda Sullivan, Executive Director

Date

**AGREEMENT BETWEEN THE
FRANK D. LANTERMAN REGIONAL CENTER
AND
UNIVERSITY OF NEW HAMPSHIRE,
INSTITUTE ON DISABILITY**

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 UNIVERSITY OF NEW HAMPSHIRE, INSTITUTE ON DISABILITY, whose address is 57 Regional Drive, Unit 8, Concord, NH 03301, 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").

The CONTRACTOR has agreed to attached scope of work.

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. TERMS

This Agreement shall be from October 1, 2021 to September 31, 2025 unless terminated earlier in accordance with the provisions stated herein.

3. EXHIBITS

Exhibit A: Scope of Work
Exhibit B: Budget

4. 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.

5. SCOPE OF WORK/PROGRAM PROVISIONS

A. The CONTRACTOR shall deliver work around the scope as proposed in 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.

6. COMPENSATION

- A. The CONTRACTOR shall be paid as outlined in Exhibit B. Upon completing this Agreement, the CONTRACTOR agrees that all costs related to the project including but not limited to travel expense, administrative expense, meals, staffing, training materials, equipment and software are covered by the total amount payable under this Agreement. The maximum amount payable under this Agreement shall not exceed \$835,020.
- B. The CONTRACTOR shall bill for its services in accordance with Exhibit B under the program outlined in Exhibit A. Payments will be sent to CONTRACTOR electronically or by first class mail, postage prepaid at the following address:
UNH, Institute on Disability
10 West Edge Drive, Suite 101
Durham, NH 03824
Attn: Jill Varney
- 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.

7. 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.

8. 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.

The CONTRACTOR is not covered by any Workers' Compensation policy held by the REGIONAL CENTER. CONTRACTOR shall maintain Workers Compensation Insurance to the extent required by law. CONTRACTOR shall bear sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected to the services provided pursuant to this Agreement. CONTRACTOR shall not commence work under this Agreement until it has secured all required insurance.

9. 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

Catherine Provencher, Vice Chancellor
for Financial Affairs and Treasurer
University System of New Hampshire

Date

Exhibit A: Scope of Work

This outlines the work for the Center of START Services at the University of New Hampshire (UNH) Institute on Disability and related costs to provide consultation and training in the development and implementation of a START demonstration project.

START Program Project

The following outlines the steps to develop and implement a lifespan START Clinical Team and In-Home therapeutic supports program model. This includes the establishment of specific service elements, protocols to access these services, measures of service effectiveness, and the establishment of linkages with stakeholders.

Training and technical support will be provided by the Center for START Services to establish the following: cross systems crisis prevention and intervention planning, improved linkages, provider, individual and family support and outreach, Therapeutic Coaching PLC, improved techniques in diagnosis and treatment planning, data collection in START Information Reporting System (SIRS) database, report writing, establishment of policies and procedures and the identification of standards and fidelity measures.

Services include:

1. Consultation and Technical Assistance (remote and in-person)

Remote Consultation Objective: Conduct consultation and technical assistance meetings via videoconference on a regular basis. These meetings will include review of TA and/or training agenda, access to START tools, and consultation on regional specific topics, meetings with local and other stakeholders.

On Site Consultation Objective: CSS Project Director will conduct on-site consultation and training in each year of the project to focus on implementation and training on the START Model. CSS Project Facilitation staff will conduct regular visits for each year of the project. These visits are to provide targeted training and support the development of the community-based infrastructure including materials, planning, preparation, and implementation of the program. In the event of travel restrictions, onsite consultation may be provided virtually. This will include work with local entities and providers as needed.

Facilitation staff will conduct regular visits for each year of the project. These visits are to provide targeted training and support the development of the community-based infrastructure including materials, planning, preparation, and implementation of the program. In the event of travel restrictions, onsite consultation may be provided virtually. This will include work with local entities and providers as needed.

	Year 1	Year 2	Year 3	Year 4
Project Team	244 hours	256 hours	256 hours	184 hours

2. START Coordinator Training and Certification

Objective: Provide START Coordinator training and certification for up to 13 designated staff. Staff to be trained will include: 4 START coordinators, 1 Clinical Team Lead, 1 Clinical Director, 1 START Director, 1 Medical Director, 1 Resource Center Director, and 4 Therapeutic Coaches.

Each Coordinator is given access to the Coordinator Certification Course and Online Resource Area located in Moodlerooms, an online learning platform.

Participation is expected in the 55-hour didactic webinar trainings found within the Coordinator Certification Course, apprenticeship and review of materials via participation in a Coordinator Training Group.

- Training Group involvement includes the following: Live online learning forum held once a week for 19 weeks
- Held via Zoom videoconferencing for 1.5 hours for each session
- Group members are partnered to promote collaborative learning
- Each session covers 1-4 training modules within the curriculum and are designed to enhance learning of core concepts, tools, and approaches related to effective START coordination
- Instructor will provide a forum via videoconference to discuss and process information covered in the training modules. Group can discuss difficult concepts and ask questions.
- Instructors from the Center for START services will facilitate the training group.

START Coordinator Certification occurs upon completion of didactic training and Coordinator Training Group, proven competence in several domains including development of a cross systems crisis plan, case presentation and a START comprehensive service evaluation, crisis contacts, and trainings. Participants will receive a certificate recognizing their status as a certified START Coordinator and will have continued access to the national online training series and practice groups.

3. START Information Reporting System (SIRS)

Objective: Provide training and implementation of data collection and input into the national START database: SIRS. Purpose is to collect START services data via a web-based system to facilitate project decisions based on data.

Activities include the development and execution of a Business Associate Agreement (BAA), development of state specific segment of the larger SIRS database, establish authorized users (with usernames and passwords), provision of web-based training for all START team users for data collection. Quarterly and annual reports will be provided in collaboration with the California Regional Center START Program Director.

4. California Regional Center START Annual Report Evaluation

Objective: Conduct an analysis of project data, develop, and submit an annual report of California Regional Center START successes and challenges.

Participation includes:

- **National Online Training Series**
 - a. Access to the related fiscal year START National Online Training Series.
- **Participation in START Practice Groups:**
 - b. START Program Director's Practice group
 - c. Clinical Director's Practice group
 - d. Medical Director's Practice group
 - e. Team leader Practice group
 - f. Children's services Practice group
 - g. In-Home Therapeutic Coaching Team Leads Practice Group
 - h. Time-limited, Special Topic Practice Groups (when appropriate)
- **Access to additional coaching and Office hours are included in trainings**

Exhibit B: Budget

The following is the Total Contract Budget: \$835,020

START-CA	Total
Total Personnel and Fringe	\$ 638,544
Total Travel	\$ 54,560
SIRS Database	\$ 20,000
National Online Training Series	\$ 6,000
Practice Groups	\$ 7,000
Subtotal Direct Expenses	\$ 726,104
UNH Indirect	\$ 108,916
Grand Total:	\$ 835,020

Invoicing:

All parties are in agreement that all consulting services and expenses detailed above are to be invoiced by flat fee all-inclusive monthly installments to meet funding budget, as follows:

- 30 equal monthly fixed installments of \$27,834 (October 1, 2021 to March 31, 2024)
- CONTRACTOR submits its monthly invoice (along with a completed Monthly Status Report), and any other supporting documentation reasonably requested by REGIONAL CENTER) by the 5th day of the month following the month of service, REGIONAL CENTER shall remit payment by the 15th day of the same month

Billing/Invoicing Inquiries should be directed to Diann Kashulines

Diann.Kashulines@unh.edu



September 10, 2021

Ernie Cruz
Assistant Deputy Director
Office of Community Operations
Department of Developmental Services
1215 O Street, MS 8-20
Sacramento, CA 95814

Re: Caseload Plan of Correction

Dear Mr. Cruz,

This is in response to the DDS letter dated July 2, 2021 concerning Lanterman Regional Center's caseload ratio data. We met four of six categories: Under 3 Years (1:62), Movers Between 12 and 24 Months (1:45), Movers within Last 12 Months (1:45) and Complex Needs (1:25). We did not meet the caseload ratio for Medicaid Waiver (1:62) or for the Over 3 year Non-Waiver, Non-Movers (1:66). DDS determined that the **Movers within the Last 12 Months** category does not apply to Lanterman.

Seeking input from our community, we sent a draft of Lanterman's proposed plan via an e-Bulletin. We have posted the draft plan of correction on our website and emailed it to the local representative from the State Council on Developmental Disabilities, the Office of Client's Rights and to our Employee Union, United Electrical Radio and Machine Workers of America, Local 1018. We also presented the draft plan to the Board's Programs and Services Committee on September 8th. No input for changes or new strategies was received.

This has been a challenging year with the pandemic compounding our ability to predict caseload growth and, as you are aware, this year's State budget did not adequately address the almost 900 service coordinators needed for California to meet all of its mandated caseload ratios. Lanterman Regional Center would need to hire an additional 19 service coordinators (as well as two managers and two clerical support positions, for a total of 23 positions) to be fully compliant. The core staffing formula allocates an average of \$35,000 per service coordinator position; yet the midpoint of our salary range is \$57,756. In real costs, Lanterman would need an annual infusion of \$1.7 million for salaries and benefits for the 23 positions. We anxiously await the FY 22-23 budget in which the legislature has committed to fund service coordinator positions.

Since the survey in March, we have authorized three new service coordinator positions. We received our Operations allocation for FY 21-22 yesterday, September 9, 2021. Once we have thoroughly reviewed our allocation; we will work with our Board of Directors to authorize as

Ernie Cruz
September 10, 2021
Page two.

many additional service coordinator positions as fiscally prudent to do, with priority given to those areas in which we did not meet the required ratios.

Please call if you have questions, (213) 252-4900.

Sincerely,


Melinda Sullivan
Executive Director

Enc: E-bulletin and website copies

EXECUTIVE COMMITTEE

EXECUTIVE COMMITTEE

September 8, 2021

MINUTES

PRESENT

Gloria Leiva, Chair
Louis Mitchell
Elizabeth Beltran
Larry DeBoer
Mark Higgins
Dina Richman

STAFF

Melinda Sullivan

CALL TO ORDER

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

APPROVAL OF MINUTES

Ms. Beltran moved to approve the minutes of August 11, 2021, Ms. Richman seconded the motion, and it passed unanimously.

BOARD TRAINING PLAN

Ms. Sullivan advised the Committee that they could find a copy of a memo dated August 25, 2021 from DDS regarding submission of a 2022 Board of Directors Training Plan. The plan is due to DDS on December 15, 2021. In preparing the draft plan, Ms. Sullivan recommended surveying the Board via Survey Monkey with various training topics of interest to choose. The top results will be incorporated into the plan.

The Committee was in agreement with the survey approach.

HOPE GOLF TOURNAMENT

Ms. Sullivan advised the Committee that they could find a copy of a letter dated August 13, 2021 from Home Ownership for Personal Empowerment (HOPE) soliciting sponsorship in their upcoming Fall Luncheon.

After discussion, the Committee agreed not to be a sponsor of the event.

ADJOURNMENT FOR EXECUTIVE SESSION

Mr. Mitchell moved to suspend the General Session meeting at 12:20 p.m. for Executive Session to conduct business on Approval of Minutes, Personnel, Litigation, and the Executive Director's Goals for FY 2021-2022. Mr. DeBoer seconded the motion, and it passed unanimously.

RECONVENE FOR GENERAL SESSION

The Committee conducted business in Executive Session on Approval of Minutes, Personnel, Litigation, and the Executive Director's Goals for FY 2021-2022.

ADJOURNMENT

The meeting was adjourned at 12:30 p.m.

/fl