



Board of Trustees Meeting

Wednesday, October 10, 2018

6:30 p.m.

NLACRC's San Fernando Valley Office

9200 Oakdale Avenue, Suite 100

Chatsworth, CA 91311

Packet #2 (*supplemental*) - at table

North Los Angeles County Regional Center

Board Packet # 2

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Additional Action Items



Revised Agenda

**North Los Angeles County Regional Center
Board of Trustees Meeting**
9200 Oakdale Avenue, Suite 100, Chatsworth, CA 91311
Wednesday, October 10, 2018
6:30 p.m.

~ Revised AGENDA ~

1. **Call to Order & Introductions** Debra Newman
President
2. **Public Input & Comments** (3 minutes)
3. **Consent Items**
 - A. Approval of Revised Agenda (*Packet #2, page 35*)
 - B. Approval of Sept. 12th Meeting Minutes (*Packet #1, page 6*)
4. **Committee Action Items** (*Packet #1, page 15*)
 - A. Strategic Planning Committee (Caroline Mitchell)
 1. Approval of 2019 Performance Contract
 - B. Administrative Affairs: Contract Approval (Dan Becerra)
 1. Behavior Respite in Action, Inc. (PL1728-062)
 2. Creative Behavioral Consultants, Inc. (PL1725-062)
 3. Social Connections Counseling Center - Encino (PL1722-102)
 4. Social Connections Counseling Center - Valencia (PL1723-102)
 5. Dynamic Therapy Solutions (PL1698-605)
5. **Additional Action Items** (*Packet #2, page 37*)
 - A. Administrative Affairs (Dan Becerra)
 1. Approval of Master Board Resolution for Health & Safety Waiver Exemption
 2. Approval of Contracts
 - a. United Cerebral Palsy of L.A. & Ventura County (PL1731-055)
 - b. Paramount Special Home Care Corporation (PL1732-109)
6. **Announcements / Information / Public Input**
 - A. Board Meeting & Holiday Party: November 14th
7. **Executive Session**
 - A. Union Negotiations
8. **Adjournment**

Additional Action Items

Contract Summary and Board Resolution

No.	Description	Contract Summary
1.	Contract Overview: (New or Amendment) (POS or OPS)	New Contract or Amendment to existing contract, Purchase of Services ("POS")
2.	The Name of Vendor or Service Provider	Various vendored service providers, for which the Department of Developmental Services ("DDS") has approved a <u>Health & Safety Waiver Exemption</u> .
3.	The Purpose of the Contract	Welfare & Institutions Code ("WIC"), Sections 4681.6, 4648.4(b), 4684.55, 4689.8, 4691.6 and 4691.9, allows for a rate increase when the regional center demonstrates that the approval is necessary to protect the consumer's health or safety and the DDS has granted such prior written authorization.
4.	The Contract Term	Typically, contract terms are either (i) a five (5) year contract, (ii) a three (3) year contract, or an (iii) an amendment that is coterminous with an existing contract. However, in some situations contracts may be for a term of two (2) years or less.
5.	The Total Amount of the Contract	Fiscal impact of the each contract will vary by service provider based on the number of consumers served, the authorized units of service, and the approved DDS health and safety exemption rate.
6.	The Total Proposed Number of Consumers Served	Number of consumers served will vary by service provider.
7.	The Rate of Payment or Payment Amount	Payment will be reimbursed to service provider based on 1) the actual services authorized; 2) the actual services provided; and 3) the authorized DDS Health & Safety Exemption rate.
8.	Method or Process Utilized to Award the Contract.	Based on vendorization requirements under statute and regulation.
9.	Method or Process Utilized to Establish the Rate or the Payment Amount	DDS set Rate or Negotiated Rate

10.	<p>Exceptional Conditions or Terms: Yes/No If Yes, provide explanation</p>	<p>NLACRC is seeking authorization form the Board of Trustees to authorize any Officer of NLACRC to execute all service provider contracts or amendments (“Agreements”), when the Agreement is limited to the purpose of adjusting a service provider rate related to an authorized DDS health & safety exemption in order to expedite the contracting process and the implementation of a DDS authorized health and safety exemption rate. A summary of all Agreements executed by Officers of NLACRC would be presented to Administrative Affairs for review. The summary of all Agreements presented to Administrative Affairs Committee would include information regarding the purpose of the health & safety exemption approved for each service provider.</p>
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The North Los Angeles County Regional Center’s (“NLACRC”) Administrative Affairs Committee reviewed and discussed the Master Board Resolution for DDS approved Health & Safety Exemptions. The Master Board Resolution would authorize any Officer of the NLACRC to execute all service provider amendments or contracts (“Agreements”), when the Agreement is limited to the purpose of adjusting a service provider’s rate related to a DDS authorized health & safety exemption in order to expedite the contracting process and the implementation of a DDS authorized health and safety exemption rate. The Administrative Affairs Committee is recommending an action of the Board of Trustees to authorize the Master Board Resolution.

Daniel Becerra, Board Treasurer

September 26, 2018

Date

Contract Summary and Board Resolution

The North Los Angeles County Regional Center's ("NLACRC") Board of Trustees reviewed and discussed the Master Board Resolution for DDS approved Health & Safety Exemptions. The NLACRC Board of Trustees passed the following resolution:

RESOLVED THAT in compliance with NLACRC's Board of Trustees Contract Policy, the NLACRC Board of Trustees has reviewed and discussed the Master Board Resolution for DDS authorized Health & Safety Exemptions, which authorizes any Officer of the NLACRC to execute all service provider agreements when the Agreement is limited to the purpose of adjusting the service provider's rate related to a DDS authorized health & safety exemption in order to expedite the contracting process and the implementation of a DDS authorized health and safety exemption rate. On **October 10, 2018**, the NLACRC Board of Trustees hereby approves Master Board Resolution for DDS authorized Health & Safety Exemptions

NLACRC's Board of Trustees hereby authorizes and designates any officer of NLACRC to finalize, execute and deliver the Contract on behalf of NLACRC, in such form as NLACRC's counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Contract shall be conclusively evidenced by the execution of the Contract by such Officer. For purposes of this authorization, an "Officer" means NLACRC's Executive Director, Chief Financial Officer, Deputy Director, or Chief Organizational Development Officer, and no one else.

Certification by Secretary: I certify that: (1) I am the Secretary of the NLACRC; (2) the foregoing Resolution is a complete and accurate copy of the Resolution duly adopted by NLACRC's Board of Trustees; (3) the Resolution is in full force and has not been revoked or changed in any way.

Lillian Martinez, Board Secretary

October 10, 2018

Date

Contract Summary and Board Resolution

No.	Description	Contract Summary
1.	Contract Overview: (New or Amendment) (POS or OPS)	New - Nonresidential Negotiated Rate Agreement, Purchase of Services (POS)
2.	The Name of Vendor or Service Provider	United Cerebral Palsy of Los Angeles & Ventura Vendor Number: PL1731, Service Code: 055
3.	The Purpose of the Contract	The service provider will provide Community Integration Training Program services pursuant to Title 17, Section 54356 and the DDS published guidelines regarding Miscellaneous Services revised 05/10/2010. The service provider will provide community integration training that includes, but is not limited to, assistance with acquisition, retention, or improvement in self-help, socialization and adaptive skills which take place in a non-residential setting, separate from the home or facility in which the consumer resides. Services shall normally be furnished 4 or more hours per day on a regularly scheduled basis, for one or more days per week unless provided as an adjunct to other day activities included in the consumer's IPP.
4.	The Contract Term	Five (5) year contract effective October 01, 2018 – September 30, 2023
5.	The Total Amount of the Contract	Projected annual value of the contract is \$2,498,708.52, and the projected total value of the contract over the 5 year term is \$12,493,542.60, based on the cost statement.
6.	The Total Proposed Number of Consumers Served	Projected to serve 60 consumers per month.
7.	The Rate of Payment or Payment Amount	Payment will be reimbursed to service provider based on 1) the actual services authorized; 2) the actual services provided; and 3) the authorized rate.
8.	Method or Process Utilized to Award the Contract.	Based on vendorization requirements under statute and regulation for Community Integration Training Program services.
9.	Method or Process Utilized to Establish the Rate or the Payment Amount	Negotiated monthly rate of \$3,802.77 (1:1 staffing ratio), \$2,060.10 (1:2 staffing ratio), and \$1,803.06 (1:3 staffing ratio) are based on a cost statement. The rates negotiated comply with WIC, Section 4691.9 (b) which states that "no Regional Center may negotiate a rate with a new service provider, for services where rates are determined through a negotiation between the Regional Center and the

		<p>provider, that is higher than the Regional Center's median rate for the same service code and unit of service, or the statewide median rate for the same service code and unit of service, whichever is lower." The vendors stated cost is the same as the NLACRC Median rate, effective July 1, 2016, for 1:1 services of \$3,802.77 per month, and there is no Statewide Median Rate. The vendors stated cost is the same as the NLACRC Median rate, effective July 1, 2016, for 1:2 services of \$2,060.10 per month (\$98.10 per day x 21 days), which is lower than the Statewide Median Rate of \$2,924.67 per month (\$139.27 per day x 21 days). The vendors stated cost is the same as the Statewide Median rate, effective July 1, 2016, for 1:3 services of \$1,803.06 per month (\$85.86 per day x 21 days), which is lower than the NLACRC Median Rate of \$2,100.21 per month (\$100.01 per day x 21 days).</p>
10.	<p>Exceptional Conditions or Terms: Yes/No If Yes, provide explanation</p>	None

Contract Summary and Board Resolution

The North Los Angeles County Regional Center's ("NLACRC") Board of Trustees reviewed and discussed the Nonresidential Negotiated Rate Agreement ("Agreement", or "Contract") for **United Cerebral Palsy of Los Angeles & Ventura** and passed the following resolution:

RESOLVED THAT in compliance with NLACRC's Board of Trustees Contract Policy, the Contract between NLACRC and **United Cerebral Palsy of Los Angeles & Ventura** was reviewed and approved by NLACRC's Board of Trustees on **October 10, 2018**, and the Board hereby authorizes any Officer of the corporation to execute the Agreement without material changes but otherwise on such terms deemed satisfactory to such Officer.

NLACRC's Board of Trustees hereby authorizes and designates any officer of NLACRC to finalize, execute and deliver the Contract on behalf of NLACRC, in such form as NLACRC's counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Contract shall be conclusively evidenced by the execution of the Contract by such Officer. For purposes of this authorization, an "Officer" means NLACRC's Executive Director, Chief Financial Officer, Deputy Director, or Chief Organizational Development Officer, and no one else.

Certification by Secretary: I certify that: (1) I am the Secretary of the NLACRC; (2) the foregoing Resolution is a complete and accurate copy of the Resolution duly adopted by NLACRC's Board of Trustees; (3) the Resolution is in full force and has not been revoked or changed in any way.

Lillian Martinez, Board Secretary

October 10, 2018

Date

Contract Summary and Board Resolution

No.	Description	Contract Summary
1.	Contract Overview: (New or Amendment) (POS or OPS)	New - Nonresidential Negotiated Rate Agreement, Purchase of Services (POS)
2.	The Name of Vendor or Service Provider	Paramount Special Home Care Corporation Vendor Number: PL1732, Service Code: 109
3.	The Purpose of the Contract	Contractor will provide Supplemental Residential Services Program Support services pursuant to Title 17, Section 54356 and the DDS published guidelines regarding Miscellaneous Services revised 05/10/2010. The service provider will provide, or obtain, time limited supplemental staffing in excess of the amount required by regulation. Supplemental Residential Program Support is designed to implement an objective in the consumer's IPP and allows the consumer to remain in their current residential environment. Supplemental Residential Program Support services include, but are not limited to: assistance and training in skills for activities of daily living and in socially appropriate skills to replace (and serve the same function/purpose as) a challenging behavior.
4.	The Contract Term	Five (5) year contract effective October 15, 2018 – September 30, 2023
5.	The Total Amount of the Contract	Projected annual value of the contract is \$85,700.16 based on the provider's cost statement and an estimation of 6 hours per day of supplemental program support per consumer. [Note: Paramount Special Home Care Corporation (HL0836-915, level 3-S) has a vendored capacity of 4.] The projected total value of the contract over the 5 year term is \$428,500.80.
6.	The Total Proposed Number of Consumers Served	Project up to 3 per month. Note: HL0836 has a vendored capacity of 4. If three consumers have 1:1 supplemental support through the 109 vendorization, the facility staffing requirements will provide services for the 4 th consumer.
7.	The Rate of Payment or Payment Amount	Payment will be reimbursed to service provider based on 1) the actual services authorized; 2) the actual services provided; and 3) the authorized rate.

8.	Method or Process Utilized to Award the Contract.	Based on vendorization requirements under statute and regulation for Supplemental Residential Services Program Support services.
9.	Method or Process Utilized to Establish the Rate or the Payment Amount	Negotiated hourly rate of \$13.08 is based on a cost statement. The rate negotiated complies with WIC, Section 4691.9 (b) which states that effective July 1, 2008 "no Regional Center may negotiate a rate with a new service provider, for services where rates are determined through a negotiation between the Regional Center and the provider, that is higher than the Regional Center's median rate for the same service code and unit of service, or the statewide median rate for the same service code and unit of service, whichever is lower." The vendors stated cost is the same as both the Statewide Median rate and the NLACRC Median rate, effective July 1, 2016, of \$13.08 per hour.
10.	Exceptional Conditions or Terms: Yes/No If Yes, provide explanation	None

Contract Summary and Board Resolution

The North Los Angeles County Regional Center's ("NLACRC") Board of Trustees reviewed and discussed the Nonresidential Negotiated Rate Agreement ("Agreement", or "Contract") for **Paramount Special Home Care Corporation** and passed the following resolution:

RESOLVED THAT in compliance with NLACRC's Board of Trustees Contract Policy, the Contract between NLACRC and **Paramount Special Home Care Corporation** was reviewed and approved by NLACRC's Board of Trustees on **October 10, 2018**, and the Board hereby authorizes any Officer of the corporation to execute the Agreement without material changes but otherwise on such terms deemed satisfactory to such Officer.

NLACRC's Board of Trustees hereby authorizes and designates any officer of NLACRC to finalize, execute and deliver the Contract on behalf of NLACRC, in such form as NLACRC's counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Contract shall be conclusively evidenced by the execution of the Contract by such Officer. For purposes of this authorization, an "Officer" means NLACRC's Executive Director, Chief Financial Officer, Deputy Director, or Chief Organizational Development Officer, and no one else.

Certification by Secretary: I certify that: (1) I am the Secretary of the NLACRC; (2) the foregoing Resolution is a complete and accurate copy of the Resolution duly adopted by NLACRC's Board of Trustees; (3) the Resolution is in full force and has not been revoked or changed in any way.

Lillian Martinez, Board Secretary

October 10, 2018
Date