Board of Trustees Meeting

Wednesday, November 20, 2019
6:30 p.m.

NLACRC’s San Fernando Valley Office
9200 Oakdale Avenue, Suite 100
Chatsworth, CA 91311

Packet #1 – mailed
Agenda & Minutes
North Los Angeles County Regional Center
Board of Trustees Meeting
9200 Oakdale Avenue, Suite 100, Chatsworth, CA 91311
Wednesday, November 20, 2019
6:30 p.m.

~ AGENDA ~

1. Call to Order & Introductions – Elena Burnett, Board President

2. Public Input & Comments (3 minutes)

3. Consent Items
   A. Approval of Agenda
   B. Approval of October 23rd Board Meeting Minutes

4. Committee Action Items
   A. Administrative Affairs Committee – Manu Alfaro
      1. Approval of Antelope Valley Office Relocation Equipment Finance Agreement (Packet #1, page 12)
      2. Approval of Contracts (Packet #1, page 16)
         a. Maxim Healthcare Services, Inc. (PL1025-062)
         b. ETHOS Therapeutics (PL1797-117)
         c. The Adult Skills Center (PL1824-952)
   B. Nominating Committee – Curtis Wang
      1. Nomination of New Board Members
   C. Post-Retirement Medical Trust – Elena Burnett (Packet #1, page 24)
      1. Approval of Board Resolution for CalPERS Pension Contribution Trust
   D. Strategic Planning Committee – Caroline Mitchell (Packet #1, page 37)
      1. Approval of NLACRC’s 2020 Performance Contract

5. Executive Session (Approximately 30 minutes)
   A. Legal

6. Board Training
   A. The Lanterman Act
   B. NLACRC’s Contract with the Department of Developmental Services

7. Announcements/Information/Public Input
   A. Next Board Meeting: Wednesday, January 15th, at 6:30 p.m. (San Fernando Valley Office)

8. Executive Session
   A. Union Negotiations
   B. Employee Salaries and Benefits

9. Adjournment
1. Call to Order & Introductions – Elena Burnett, Board President

Elena Burnett, president, called the meeting to order at 6:32 p.m. and introductions were made.

2. Public Input & Comments (3 minutes)

Julie Eby-McKenzie announced that the State Council on Developmental Disabilities is drafting their next 5-year plan and are soliciting public input. Please go to the website and complete a short survey to provide your input: scdd.ca.gov.

3. Consent Items

A. Approval of Revised Agenda (Packet 2, page 94)

Some of the references to page numbers on the agenda were corrected.

M/S/C (A. Martinez/C. Mitchell) To approve the revised agenda as corrected.

B. Approval of September 11th Board Meeting Minutes (Packet 1, page 6)
Item 17.A. was corrected to read October 23rd, at 6:30 p.m.

M/S/C (C. Wang/C. Mitchell) To approve the minutes as corrected.

4. Presentation of NLACRC’s Draft 2020 Performance Contract (Packet 2, page 97)

Copies of the draft 2020 performance contract along were included in the meeting packet along with information about the 2 public hearings that were held to present the contract and obtain community input. Sara Iwahashi reviewed this information with the board. The performance contract is a performance-based accountability system that includes public policy performance measures, compliance measures, purchase of service (POS) measures related to reducing disparities and promoting equity of services, employment measures, and locally developed public policy outcomes (optional). All regional centers are required to participate. The 2020 contract includes 8 public policy performance measures. At the end of the contract, there were 11 final compliance measures listed that the center must strive to achieve. The draft contract will be presented at the November board meeting for approval and then it will be submitted to the Department of Developmental Services (DDS) for approval.

5. Committee Action Items (Packet 1, page 15)

A. Executive Committee – Elena Burnett

1. Approval of Conflict of Interest Resolution Plan for Lillian Martinez

M/S/C (D. Newman/A. Martinez) To approve the conflict of interest plan for Lillian Martinez and approve re-submitting it to the Department of Developmental Services (DDS) and the State Council on Developmental Disabilities (SCDD) for their review and approval.

B. Nominating Committee – Curtis Wang

1. Election of 1st Vice President: Anna Hamilton

M/S/C (C. Mitchell/L. Martinez) To elect Anna Hamilton to serve as the board’s 1st vice president for the remainder of this fiscal year.

6. Additional Committee Action Items (Packet 2, page 120)

A. Administrative Affairs (Manu Alfaro)

1. Approval of Contracts:
a. Beyond Expectations (PL1823-605)
b. Enrichment & Social Opportunities for Life Skills (PL1806-612)
c. Enrichment & Social Opportunities for Life Skills (PL1825-055)
d. Enrichment & Social Opportunities for Life Skills (HL0885-880)
e. Institute for Effective Behavioral Interventions (PL1813-062)

M/S/C (A. Hamilton/A. Martinez) To approve the 5 contracts listed above as presented.

7. Executive Director’s Report - Ruth Janka  
(Packet 2, page 132)

Ruth gave her report which included information on the allocation methodology, state budget, legislation, regional center operations, and community and systems activities. Attached to her report were the center’s monthly quality assurance report, consumer statistics report, and special incidents overview. Also attached to Ruth’s report was an overview of the Saddle Ridge fire and how the center responded to it.

8. Association of Regional Center Agencies (ARCA) - Debra Newman

A. Report on October 17th & 18th Meetings (San Diego)

Debra is the chair of the ARCA Board Delegates Group. At the group’s October 17th meeting, they discussed challenges they would like to see remedied and will continue to discuss through conference calls until their next meeting when they will select which challenges they would like to pursue through legislation.

Action: Please forward any challenges you see to Jennifer and she will forward them to Debra.

B. Next ARCA Meetings: January 23rd & 24th (Sacramento)

9. Administrative Affairs Committee - Manu Alfaro  
(Packet 1, page 26)

A. Minutes of the September 25th Meeting

The minutes were included in the meeting packet; please see Manu with any questions.

B. Financial Report

The August 2019 financial report showed that the center’s operations budget for FY 2019-20 is $55,018,549, the purchase of service (POS) budget is $483,009,784,
the family resource center budget is $207,187, and the CalFresh budget is $49,992 for a total budget of $538,285,512 at this point. We will not know whether we will be projecting a surplus or deficit in our POS budget until we complete our first POS expenditure projection which is due to the Department of Developmental Services (DDS) on December 10th.

C. Human Resources 1st Quarter Report

During the 1st quarter of this fiscal year, the center had 1 position on hold, 16 new hires, 8 promotions, and 14 separations for a quarterly turnover rate of 0.07%.

10. Consumer Advisory Committee - Caroline Mitchell (Packet 1, page 45)

A. Minutes of the October 2nd Meeting

The minutes were included in the meeting packet; please see Caroline with any questions.

11. Consumer Services Committee – Caroline Mitchell

A. Minutes of the October 16th Meeting

The minutes were included in the meeting packet; please see Caroline with any questions.

B. 1st Quarter Exceptions/Exemptions Report

The exceptions report lists requests from consumers and families for services that are outside of the center’s service standards and whether those services were approved or denied. During the 1st quarter of this fiscal year, the center approved 271 requests and denied only 1.

The exemptions report lists requests made for services that have been suspended or reduced as a result of the trailer bill language for respite. The report showed that during the 1st quarter, the center approved 5 requests and denied 0.

C. 1st Quarter Consumer Diagnosis Report

Copies of the report were provided to the committee for their review. The report showed diagnostic information about the center’s consumers each quarter since
July 1, 2017. Of the 27,004 consumers that the center serves, the diagnosis breakdown is as follows:

1. Intellectual Disability: 8,885  
2. Autism: 11,637 (an increase of 18.15% since July 1, 2017)  
3. Cerebral Palsy: 563  
4. Epilepsy: 251  
5. Other developmental disability: 1,237  
6. Status 0, 1, 2: 4,431

Status 0 are clients in intake, Status 1 are clients in Early Start (at risk), and Status 2 clients are children over 3 that have been found eligible for regional center services.

D. 1st Quarter Appeals/Hearings Report

During the 1st quarter:

1. Eligibility: 620 Notices of Action (NOAs) were sent and 16 were returned (appealed); 9 additional hearings were requested from NOAs sent in previous quarters.

2. Service: 267 Notices of Action were sent and 10 were returned; 4 additional hearings were requested from NOAs sent in previous quarters.

3. Hearings: 9 fair hearings were held:
   - 3 eligibility hearings (1 denied, 1 dismissed and 1 pending a decision)
   - 6 service hearings (1 granted, 3 partially granted, 1 denied, 1 dismissed)

12. Executive Committee - Elena Burnett (Packet 1, page 49)

A. Minutes of the September 25th Meeting

The minutes were included in the meeting packets; please see Elena with any questions.

B. Executive Director’s Evaluation Process & Form

Michele Marra reviewed the evaluation process and form with the board. Board members are required to complete an evaluation of the executive director each year in March.
C. **Action Taken to Adjust FY 2018-19 Board Budget**

The committee took action, on behalf of the Board of Trustees, to approve transferring funds from the surplus board budget line items to cover the 2 shortfalls.

D. **Action Taken re: Board Holiday Brunch**

The Executive Committee decided that the annual board holiday party will be a brunch on at 11:30 a.m. on Sunday, December 8th, at the Salt Creek Grill in Valencia. Invitations are forthcoming.

E. **4th Quarter Report on the Center’s Strategic Plan – Deferred**

F. **Annual Report on Whistleblower Activity - Deferred**

13. **Government & Community Relations - Jeremy Sunderland**

A. **Report on September 18th Legislative Training**

The annual legislative training was held in September for board, Vendor Advisory Committee, and staff members, in lieu of the Consumer Services & Government/Community Relations Committee meetings.

B. **Minutes of the October 16th Meeting**

The minutes were included in the meeting packets; please see Jeremy with any questions.

C. **Legislative Educators Report**

Copies of the legislative educators’ report were included in the meeting packet, which included updates on the rate study and associated rate models, the Developmental Services task force, trainings, legislative calendar, their collaboration with the Vendor Advisory Committee and the provider community, disparity-related activities, and upcoming events.

14. **Nominating Committee - Curtis Wang (Packet 1, page 62)**

A. **Minutes of the October 10th Meeting**
The minutes were included in the meeting packets; please see Curtis with any questions.

B. **Status of Recruitment**

The committee will be conducting interviews with board applicants on Thursday, November 7\textsuperscript{th}, and Thursday, November 14\textsuperscript{th}. The proposed nominees will be presented at the November board meeting.

15. **Post-Retirement Medical Trust - Elena Burnett (No Report)**

A. **Next Quarterly Meeting:** Wednesday, October 30\textsuperscript{th}

16. **Strategic Planning Committee – Caroline Mitchell (No Report)**

A. **Next Quarterly Meeting:** Wednesday, November 4\textsuperscript{th}

17. **Vendor Advisory Committee - Sharoll Jackson (Packet 1, page 65)**

A. **Minutes of the September 5\textsuperscript{th} Meeting**
B. **Minutes of the October 3\textsuperscript{rd} Meeting**

The minutes were included in the meeting packet; please see Sharoll with any questions.

18. **Old Business/New Business (Packet 1, page 84)**

A. **Board and Committee Meeting Attendance Sheets**

Updated board and board committee attendance sheets are always included in the monthly meeting packet. Board members cannot miss 3 meetings in a row or 5 meetings in a 12-month period.

B. **Visitation Reports**

Board members are encouraged to visit NLACRC funded service provider sites for educational purposes. Lillian Martinez will be visiting Jay Nolan’s program in the Antelope Valley and will give a report on that visit at the next board meeting.

C. **Updated Acronyms Listing**

An updated list of acronyms is always included in the board meeting packet.
D. Complete Meeting Evaluations

Elena asked the board members to please complete their evaluations after the meeting and submit them to her with any comments.

19. Executive Session

A. Labor Contract Negotiations
B. Personnel Matter

M/S/C (C. Mitchell/C. Wang) To go into executive session at 8:22 p.m.

The executive session ended at 9:21 p.m. and the meeting resumed.

20. Announcements/Information/Public Input

A. Board of Trustees Training on DDS Contract & Lanterman Act: Wednesday, November 20\textsuperscript{th}, at 6:30 p.m. (San Fernando Valley Office)
B. Next Board Meeting: Wednesday, January 15\textsuperscript{th}, at 6:30 p.m. (San Fernando Valley Office)

21. Adjournment

Elena adjourned the meeting at 9:22 p.m.

Submitted by,

Jennifer Kaiser
Executive Assistant

for:

Lillian Martinez
Board Secretary

[bdm.inoct23.2019]
Committee Action Items
October 29, 2019

Kim Rolfes
Chief Financial Officer
North LA County Regional Center
9200 Oakdale Ave.
Suite 100
Chatsworth, CA 91311

Dear Kim:

First American is pleased to present the following equipment loan proposal ("Proposal") for your consideration, based on information we have received to date. This Proposal is for further discussion purposes only and is not a commitment by Lender, nor should it be construed as an offer, to extend credit to any entity in any form.

**Lender:** First American Commercial Bancorp, Inc., d/b/a First American Equipment Finance ("First American" or "Lender"). First American is a wholly-owned subsidiary of City National Bank ("CNB").

**Borrower(s):** North LA County Regional Center

**Guarantor(s):** None

**Equipment:** Tenant improvements for new facility located in Lancaster, CA. Equipment to be reviewed by Lender prior to funding.

**Equipment Location:** TBD (Lancaster, CA)

**Maximum Loan Amount:** $3,000,000.00

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<tr>
<th><strong>Fixed Rate Loan</strong></th>
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<tr>
<td><strong>Loan Maturity</strong></td>
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<td><strong>Loan Term</strong></td>
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<td><strong>Loan Payments</strong></td>
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<td><strong>Loan Index</strong></td>
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<td><strong>Index Margin</strong></td>
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<td><strong>Indicative Fixed Interest Rate</strong></td>
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<td><strong>Monthly Payment</strong></td>
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**Index Rate:** The Indicative Fixed Interest Rate set forth above is based on a Five (5) year SWAP rate of 1.64% or Seven (7) year SWAP rate of 1.68% per annum (the "Index Rate") as of October 28, 2019. The Interest Rate may be adjusted proportionately for any change in the Index Rate prior to funding. It will be fixed for the duration of the Loan Term.
The date Lender funds all or a portion of the Loan Amount ("Funding Date") is anticipated to be on or before July 31, 2020 or as otherwise mutually agreed by Lender and Borrower. The fixed Loan Term commences in the first day of the month following the Funding Date ("Term Commencement Date").

An Interim Payment equal to interest accrual on the Loan Amount for each day from the Funding Date to the Term Commencement Date (the Interim Payment) shall be due and payable as invoiced by Lender.

The First Payment Due Date shall be the first day of the month following the Term Commencement Date. Payment dates shall be the first day of each month, commencing on the First Payment Due Date and continuing to and including the Maturity Date.

During the Disbursement Period, upon receipt of all documentation deemed necessary by Lender, Lender shall make one or more Disbursements equal to the cost of items of Equipment delivered to, installed and accepted by Borrower. Each Disbursement shall be an amount not less than $500,000 and shall accrue interest at the Disbursement Rate from the date of disbursement until the end of the Disbursement Period. Interest accrued during the Disbursement Period shall be payable monthly as invoiced by Lender and in full on the Commencement Date. On the Commencement Date, any remaining Disbursements will be aggregated under a single Term Note having a maturity at the end of the Loan Term and equal monthly payments of principal and interest.

First American can facilitate progress payments to your vendors prior to the start of the loan. You will pay a daily rate based on the dollar amount funded, from the payment date(s) through the start of the loan. The daily amount during the progress payment period will be calculated as follows: Monthly Rate Factor, multiplied by the dollar amount funded by First American, divided by three hundred and sixty (360). Any interest charges due to First American can be spread out over the term of the loan. Example: First American advances $500,000 to your vendors. Your interest payment on that advance for 30 days would equal to 0.0045 * $500,000 / 360 * 30 = $2,250.

The entire principal balance of the Loan may be prepaid in full, but not in part, upon thirty (30) days prior written notice to Lender, together with all accrued interest and other charges and a prepayment fee equal to the principal prepaid, multiplied by a percentage based on the date the Loan is prepaid

a) 60 Months: (i) None allowed in the first year, (ii) 3% during the period prior to the expiration of the second year of the Loan Term, (iii) 2% during the third year of the Term Loan, (iv) 1% during the fourth, and (v) 0% for the fifth year of the Loan Term.

b) 84 Months: (i) None allowed in the first year, (ii) 2% during the period prior to the expiration of the second year of the Loan Term through the third year of the Term Loan, (iii) 1% during the fourth, and fifth years of the Loan Term, and (iii) 0% for the remainder of the Loan Term.

In addition, re-payment during the term, not to be greater than a one-time 10% of the principal balance at that time, without penalty. Alternatively, two prepayments, not to exceed 5% of the principal balance at that time, without penalty, during the loan term. In either scenario, Borrower agrees to provide thirty (30) days prior written notice to Lender.
Transaction Expenses: Borrower shall be responsible for all of its own costs and expenses incurred in connection with this proposal and the transaction contemplated hereby, including all costs relating to any applicable registration of the Equipment and Lender’s first priority lien thereon.

Other Expenses: At its own expense, Borrower will provide insurance, maintain the Equipment, and pay all fees, sales tax, property taxes, and other expenses of a similar nature. The Borrower will also indemnify the Lender against all liability with respect to the Equipment, including environmental claims, and all risk of loss.

Insurance: Borrower will be required to maintain adequate insurance coverage on the Equipment from an insurer acceptable to First American, including:

- Public liability insurance;
- Property damage and physical damage coverage for the full insurable value of the Equipment; and
- Policies will name First American as sole lender loss payee and additional insured.

Conditions: A. Payments of principal and interest due under the Loan shall be automatically deducted from Borrower’s bank by ACH debit initiated by Lender. 
B. Loan to be cross-defaulted into City National Bank credit facilities.  
C. Loan approval by Lender credit committee. 
D. Execution of loan documents acceptable to Lender.

Deposit: An application Deposit in the form of one month’s payment of the Loan must be remitted with a signed copy of this Proposal. If the Loan is not approved in a manner substantially in accordance with this Proposal, then the Deposit will be refunded to Borrower. In all other events, the Deposit is nonrefundable shall be retained by Lender. Upon the Commencement Date of the Term Note, Lender shall apply the Deposit to Borrower’s final loan payment obligations under the Term Note.

UCC Financing Statements: Borrower authorizes First American to file and record registrations, financing statements and/or other documents regarding this transaction and take a first-priority security interest in the equipment and deposits.

Non-Binding Proposal: The foregoing is a proposal only and does not represent an offer or a commitment to lend, loan, or otherwise extend credit. Upon receipt of a copy of this Proposal signed by Borrower, Lender will undertake the appropriate due diligence review and credit evaluation. Any approval offered by Lender thereafter may be terminated in the event of: (i) a filing by or against the Borrower or any Guarantor of a petition in bankruptcy, the appointment of a receiver or the making of an assignment for the benefit of creditors; (ii) in the event of a material adverse change in the business, operations or financial condition of the Borrower or any Guarantor; or (iii) if any information provided to Lender by or on behalf of Borrower or any Guarantor relating to the proposed transaction is false or misleading with respect to any material fact or omits to state any material fact necessary to make such information not misleading.
If this Proposal meets with your approval, on or before November 30, 2019, please return a signed copy of this Proposal to me and wire the one-month loan payment Deposit to the following account within 7 days of signing the proposal to:

Bank Name: City National Bank
Bank Address: Los Angeles, CA
ABA#: 122016066
Beneficiary Name: First American Equipment Finance
Account#: 123608585

Our receipt of such signed copy will constitute your formal application for the financing outlined in this Proposal. Should you have any questions, please feel free to call me at (714) 616-2935 or e-mail me at kash.hassan@faef.com.

Sincerely,
First American Commercial Bancorp, Inc.

[Signature]

Name: Kash Hassan
Title: VP, Equipment Finance

Agreed to and accepted by:

By: __________________________
Print Name: ______________________
Title: ____________________________
Date: ____________________________
## Contract Summary and Board Resolution

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<thead>
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<th>No.</th>
<th>Description</th>
<th>Contract Summary</th>
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<tbody>
<tr>
<td>1.</td>
<td><strong>Contract Overview:</strong> (New or Amendment) (POS or OPS)</td>
<td>First Amendment to Nonresidential Negotiated Rate Agreement, Originally vended November 1, 2019 Purchase of Services (POS)</td>
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| 2.  | **The Name of Vendor or Service Provider** | **Maxim Healthcare Services, Inc.**  
Vendor Number: PL1025, Service Code: 062 |
| 3.  | **The Purpose of the Contract** | Contractor will provide Personal Assistance services pursuant to Title 17, Section 54356 and the DDS published guidelines regarding Miscellaneous Services revised 05/10/2010. The service provider will provide personal assistance and support.  
The purpose of the First Amendment is to approve a change in rate source effective December 1, 2019. Service Provider’s hourly rate will change from a Negotiated Rate (Source Code 8) to a Usual and Customary (Source Code 3). |
| 5.  | **The Total Amount of the Contract** | Projected annual cost is $2,788,969.08 per year, or $7,298,404.73 over the entire five (5) year term of the contract based on actual expenditure. |
| 6.  | **The Total Proposed Number of Consumers Served** | Currently serving 56 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 hourly rate. |
| 8.  | **Method or Process Utilized to Award the Contract.** | Based on vendorization requirements under statute and regulation for Personal Assistance services. |
Pursuant to 17 CCR, Section 57210(a)(19), the phrase “usual and customary rate” ("U&C Rate") means the rate which is regularly charged to the general public by a vendor for a service that is used by both regional center consumers and/or their families and where at least 30% of the recipients of the given service are not regional center consumers or their families.

Contractor and NLACRC negotiated a new reimbursement rate pursuant to 17 CCR, Sections 57330 and 57336 based on contractor's U&C rate.

After NLACRC received service provider’s request for a U&C rate, a census of the regional center consumers and non-regional center clients served by the service provider was done in July 2019.

The audit determined 45% of the clients Contractor is currently providing personal assistance services to are not Regional Center Consumers, while 55% of the clients Contractor is currently providing personal assistance services to are Regional Center Consumers.

This qualifies service provider for a U&C rate since at least 30% of the personal assistance services are not Regional Center Consumers.

The North Los Angeles County Regional Center's ("NLACRC") Administrative Affairs Committee reviewed and discussed the above First Amendment to the Nonresidential Negotiated Rate Agreement ("Amendment") and is recommending an action of the Board of Trustees to Approve the Amendment.

October 30, 2019

Manuel Alfaro, Board Treasurer

PL1025-062 (1st amendment)
Contract Summary and Board Resolution

The North Los Angeles County Regional Center’s ("NLACRC") Board of Trustees reviewed and discussed the First Amendment to the Nonresidential Negotiated Rate Agreement ("Amendment", or "Agreement") for Maxim Healthcare Services, Inc. and passed the following resolution:

**RESOLVED THAT** in compliance with NLACRC’s Board of Trustees Contract Policy, the Amendment between NLACRC and Maxim Healthcare Services, Inc. was reviewed and approved by NLACRC’s Board of Trustees on **November 20, 2019**.

NLACRC’s Board of Trustees hereby authorizes and designates any officer of NLACRC to finalize, execute and deliver the Amendment on behalf of NLACRC, in such form as NLACRC’s legal counsel may advise, and on such further terms and conditions as such Officer may approve. The final terms of the Amendment shall be conclusively evidenced by the execution of the Amendment by such Officer. For purposes of this authorization, an “Officer” means NLACRC’s Executive Director, Deputy Director-Chief Financial Officer, Chief of Program Services, 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  Date

November 20, 2019
## Contract Summary and Board Resolution

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<td>Contract Overview: (New or Amendment) (POS or OPS)</td>
<td>New – Professional Services Agreement, Purchase of Services (POS)</td>
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<tr>
<td>2.</td>
<td>The Name of Vendor or Service Provider</td>
<td><strong>ETHOS Therapeutics</strong> PL1797-117</td>
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<td>Contractor will provide Specialized Therapeutic Services to serve at least 25 adult consumers who are moving from a State Developmental Center (SDC) into the community or who are at risk for placement into a SDC, or consumers with significant behavioral challenges as well as co-occurring mental health diagnosis. This Specialized Therapeutic Service will serve individuals, at a one staff to one consumer ratio, with significant behavioral challenges as well as co-occurring mental health diagnoses who are receiving community integration training program services (PL1796-055). The STS program will have licensed clinicians, such as Board Certified Behavior Analyst (BCBA), Psychiatric Technician (PT), Marriage and Family Therapist (MFT), State Licensed Psychologist, Licensed Clinical Social Worker (LCSW), Licensed Vocational Nurse/Registered Nurse (LVN/RN), etc. to provide assessment, behavioral intervention and a multi-interdisciplinary team approach to consumers requiring specialized services including psychological assessment, individual psychotherapy, group psychotherapy, medication management and monitoring, interpersonal skill development, and psychoeducational interventions. The program will include consumer-specific goals related to the clients individual progress, which can be tracked under the categories of independent living skills, vocational skills, community integration skills, coping and regulation techniques, maladaptive behavior reduction, etc.</td>
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<td>3.</td>
<td>The Purpose of the Contract</td>
<td>Five (5) year contract effective September 1, 2019 through August 31, 2024.</td>
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<td>Projected annual cost is $1,454,166.00 per year, or $7,270,830.00 over the entire five (5) year term of the contract based on the cost statement.</td>
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PL1797-117
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<th>The Total Proposed Number of Consumers Served</th>
<th>Projected to serve minimum of 25 consumers per month.</th>
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<tr>
<td>7.</td>
<td>The Rate of Payment or Payment Amount</td>
<td>Payment will be reimbursed to service provider based on 1) the actual services authorized; 2) the actual services provided; and 3) the authorized hourly rate.</td>
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<td>8.</td>
<td>Method or Process Utilized to Award the Contract.</td>
<td>Request for Proposal (RFP) process that was published by NLACRC on 11/03/2017. Funding for the development of the on-going service was approved by DDS under project NLACRC-1718-2.</td>
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<td>Method or Process Utilized to Award the Contract. (cont'd)</td>
<td>Based on vendorization requirements under statute and regulation for Specialized Therapeutic Services.</td>
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<td>Method or Process Utilized to Establish the Rate or the Payment Amount</td>
<td>The negotiated hourly rate for Assessment, Behavioral Intervention, and the Multi-Disciplinary Team services of $115.41 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 vendor’s stated cost of $115.41 per hour is lower than the statewide median rate (effective July 1, 2016) of $115.46 per hour. There is no NLACRC median rate.</td>
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<td>10.</td>
<td>Exceptional Conditions or Terms: Yes/No If Yes, provide explanation</td>
<td>None</td>
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The North Los Angeles County Regional Center’s ("NLACRC") Administrative Affairs Committee reviewed and discussed the above Professional Services Agreement ("Contract") and is recommending an action of the Board of Trustees to Approve the Contract.

Manuel Alfaro, Board Treasurer

October 30, 2019

Date
Contract Summary and Board Resolution

The North Los Angeles County Regional Center’s ("NLACRC") Board of Trustees reviewed and discussed the Professional Services Agreement ("Agreement", or "Contract") for ETHOS Therapeutics and passed the following resolution:

RESOLVED THAT in compliance with NLACRC's Board of Trustees Contract Policy, the Contract between NLACRC and ETHOS Therapeutics was reviewed and approved by NLACRC's Board of Trustees on November 20, 2019.

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 legal 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, Deputy Director-Chief Financial Officer, Chief of Program Services, 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

November 20, 2019
Date
## Contract Summary and Board Resolution

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Contract Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contract Overview: (New or Amendment) (POS or OPS)</td>
<td>New, Purchase of Services (POS)</td>
</tr>
<tr>
<td>2.</td>
<td>The Name of Vendor or Service Provider</td>
<td>The Adult Skills Center&lt;br&gt;T. Vendor #: PL1824&lt;br&gt;Service Code: 952</td>
</tr>
<tr>
<td>3.</td>
<td>The Purpose of the Contract</td>
<td>The service provider will provide Supported Employment Program – Individual services pursuant to Title 17, Section 54351(b). The service provider will provide Supported Employment Program – Individual services, and is primarily engaged in providing Supported Employment Program – Individual services.</td>
</tr>
<tr>
<td>4.</td>
<td>The Contract Term</td>
<td>Five (5) year contract effective September 1, 2019 through August 30, 2024.</td>
</tr>
<tr>
<td>5.</td>
<td>The Total Amount of the Contract</td>
<td>Projected annual cost is $278,217.30 per year based on the rate established by DDS (WIC, Section 4860) and annual expenditures of similar vendorizations. Projected expenditure over the contract term is $1,391,086.50.</td>
</tr>
<tr>
<td>6.</td>
<td>The Total Proposed Number of Consumers Served</td>
<td>Projected 4 consumers per month.</td>
</tr>
<tr>
<td>7.</td>
<td>The Rate of Payment or Payment Amount</td>
<td>Payment will be reimbursed to service provider based on 1) the actual services authorized; 2) the actual services provided; and 3) the authorized DDS rate of $36.57 per hour.</td>
</tr>
<tr>
<td>8.</td>
<td>Method or Process Utilized to Award the Contract.</td>
<td>Based on vendorization requirements under statute and regulation for Supported Employment Program – Individual services.</td>
</tr>
<tr>
<td>9.</td>
<td>Method or Process Utilized to Establish the Rate or the Payment Amount</td>
<td>The rate established by DDS (WIC, Section 4860) of $36.57 per hour.</td>
</tr>
<tr>
<td>10.</td>
<td>Exceptional Conditions or Terms: Yes/No If Yes, provide explanation</td>
<td>None</td>
</tr>
</tbody>
</table>

The North Los Angeles County Regional Center’s (“NLACRC”) Administrative Affairs Committee reviewed and discussed the above Supported Employment Program Services Agreement (“Contract”) and is recommending an action of the Board of Trustees to Approve the Contract.

Manual Alfaro, Board Treasurer

October 30, 2019

Page 1 of 2
Contract Summary and Board Resolution

The North Los Angeles County Regional Center's ("NLACRC") Board of Trustees reviewed and discussed the Supported Employment Program Services Agreement ("Agreement", or "Contract") for The Adult Skills Center and passed the following resolution:

RESOLVED THAT in compliance with NLACRC’s Board of Trustees Contract Policy, the Contract between NLACRC and The Adult Skills Center was reviewed and approved by NLACRC’s Board of Trustees on October 30, 2019.

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 legal 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, Deputy Director-Chief Financial Officer, Chief of Program Services, 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

November 20, 2019

Date
BOARD RESOLUTION
North Los Angeles County Regional Center CalPERS Pension Contribution Trust

The North Los Angeles County Regional Center ("NLACRC") Board of Trustees reviewed and discussed the establishment of the North Los Angeles County Regional Center CalPERS Pension Contribution Trust ("NLACRC Pension Contribution Trust")

RESOLVED, that on November 20, 2019, the NLACRC Board of Trustees authorized the adoption of the NLACRC Pension Contribution Trust pursuant to Article 111, Section 3(f) of NLACRC's contract with the Department of Developmental Services ("DDS").

RESOLVED, that the NLACRC Pension Contribution Trust is hereby adopted;

RESOLVED, that US BANK is hereby appointed as Trustee of the NLACRC Pension Contribution Trust;

RESOLVED, that HighMark Funds is hereby appointed as Investment Advisor of the NLACRC Pension Contribution Trust

RESOLVED, that the Board President and the Executive Director, or an authorized NLACRC Officer on behalf of the Executive Director, are hereby authorized and directed to execute the NLACRC Pension Contribution Trust on behalf of NLACRC and to sign such other documents and take such other action as may be reasonable and necessary to effectuate the adoption and implementation of the NLACRC Pension Contribution Trust. For purposes of this authorization, an Officer” means NLACRC’s Executive Director, Deputy-Director-Chief Financial Officer, Chief Organizational Development Officer, or Chief of Program Services, and no one else.

RESOLVED, that the board members of the NLACRC Administrative Affairs Committee are hereby appointed to serve as members of the Committee provided for at Article 9 of the North Los Angeles County Regional Center Post-Retirement Medical Trust, along with an authorized Officer of the NLACRC, to administer the operation of the Trust, and to provide instructions to the Trustee as provided for in said Trust.

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.

____________________________________________
November 20, 2019
Lillian Martinez, Board Secretary
NORTH LOS ANGELES COUNTY REGIONAL CENTER
CALPERS PENSION CONTRIBUTION TRUST

THIS TRUST AGREEMENT is made by and between NORTH LOS ANGELES COUNTY REGIONAL CENTER, a California nonprofit corporation (the “Regional Center”), and _____________________________ (the “Trustee”).

RECITALS

WHEREAS, the Regional Center is a California nonprofit corporation organized pursuant to California’s Lanterman Developmental Disabilities Services Act for the express purpose of developing, obtaining resources for, and administering programs for persons with developmental disabilities and for assisting the families of such individuals;

WHEREAS, the Regional Center is an instrumentality of the State of California and, as such, its employees are eligible to participate in retirement and welfare programs offered by the California Public Employees Retirement System (“CalPers”);

WHEREAS, the retirement benefits provided the Regional Centers employees under the CalPers Miscellaneous Plan of the North Los Angeles County Regional Center, Inc. (the “Plan”) requires the Regional Center to contribute a minimum required employee contribution consisting of both the Regional Center’s normal cost rate (based on payroll) and an added amount to cover the Regional Center’s actuarially determined unfunded accrued liability (“together, the “Pension Obligations”);

WHEREAS, the Regional Center desires to commence a program which will better ensure that sufficient funds will be available to meet the Regional Center’s Pension Obligations and, in particular, its unfunded accrued liability obligations under the Plan and, as part of such program, desires to establish a trust to hold and invest funds contributed by the Regional Center in order to better secure the funding of such obligations.

NOW, THEREFORE, the parties do hereby establish the North Los Angeles County Regional Center CalPers Pension Contribution Trust (the “Trust”) and agree that the Trust shall be comprised, held and disposed of as follows:

ARTICLE 1

ESTABLISHMENT AND PURPOSE OF TRUST AND CERTAIN PRIMARY CONDITIONS OF ITS OPERATION

1.1 Establishment and Purpose of Trust

The Regional Center and the Trustee hereby establish a Trust for the purpose of providing a fund to which contributions can be made by the Regional Center to be used to assist the Regional Center meet its Pension Obligations to CalPers under the Plan. The Regional
Center and the Trustee agree that the Trust Fund shall be held in trust and administered, invested, managed and distributed under the terms and conditions of this Trust Agreement. The Trustee agrees to perform the obligations imposed by this Trust Agreement.

1.2 **Designation of Trust**

The trust established hereunder shall be known as the North Los Angeles County Regional Center CalPers Pension Contribution Trust.

1.3 **Effective Date**

This Trust Agreement shall be effective as of __________, 2019.

1.4 **Trust Fund**

The Trust Fund shall consist of the contributions made by the Regional Center, as such contributions are invested and reinvested by the Trustee in accordance with the provisions of this Trust Agreement, plus the earnings and less the losses thereupon, without distinction between principal and income, less the payments and distributions which at the time of reference have been made by the Trustee as authorized herein.

1.5 **Exclusive Benefit Rule**

The employees' trust established by this Trust Agreement is expressly declared to be irrevocable, subject to the provisions of Article 10. It shall be impossible for any part of the principal or income of the Trust Fund to be used for, or diverted to, any purpose which is not consistent with the stated purpose of this Trust Agreement as set forth herein. The preceding sentence shall not be construed in such a way as to prohibit the use of assets of the Trust Fund to pay fees and other expenses incurred in the maintenance, administration and investment of the Trust Fund in accordance with the provisions of this Trust Agreement.

1.6 **Reversion Prohibited**

Except as otherwise provided for in this Trust Agreement concerning the payment or reimbursement of the Regional Center's Pension Obligations, it shall be impossible for any part of the Trust Fund to revert to the Regional Center.

1.7 **Grantor Trust**

The Trust is intended to be and is a grantor trust under the provisions of Sections 671 through 677 of the Internal Revenue Code of 1986, as amended. The Regional Center hereby agrees to report all items of income and deduction of the Trust on its own income tax returns. The Regional Center shall prepare and file or cause to have prepared and filed all returns and reports required.
1.8 Relation to the Plan

The provisions of this Trust Agreement shall control with respect to the rights, duties, responsibilities, obligations, powers and authorities of the Trustee, and the Trustee shall have no duty to inquire into, nor shall it have any obligation or responsibility with respect to the provisions of the Plan. The Trustee is not a party to the Plan and shall have no powers, duties or responsibilities with regard to the administration of the Plan or to determine the rights or benefits of any person having or claiming an interest under the retirement or welfare programs offered by CalPers.

ARTICLE 2
CONTRIBUTIONS

2.1 Amount of Contribution

The Regional Center shall contribute to the Trustee, during each fiscal year of the Regional Center, an amount as determined by its Board of Trustees.

2.2 Timing of Contributions

Contributions shall be made on the date or dates selected by the Regional Center’s Board of Trustees.

ARTICLE 3
DISTRIBUTIONS

3.1 CalPers Payment for Post-Retirement Medical Benefits

The Trustee shall, as directed by the Committee, distribute assets of the Trust Fund to CalPers to pay or otherwise cover all or a portion of the Regional Center’s Pension Obligations under the Plan.

3.2 Reimbursement for CalPers Payments

In addition to the distributions to CalPers provided for at Section 3.1, the Trustee may, as directed by the Committee, distribute Trust assets to the Regional Center to reimburse the Regional Center for documented contributions made by the Regional Center to CalPers in payment of its Pension Obligations under the Plan.
ARTICLE 4

INVESTMENT OF THE TRUST FUND

4.1 Responsibility and Authority for Investment of Trust Fund Assets

The Trustee has the sole responsibility and authority to invest, reinvest and manage all of the assets of the Trust Fund. The Committee shall provide the Trustee with the funding policy and investment guidelines for the Trust, and the Trustee’s responsibility for investment of the portion of the Trust for which Trustee has investment discretion shall be subject to and is limited by the funding policy and investment guidelines issued to by the Committee.

4.2 General Standards

The Trustee shall exercise the care, skill, prudence, and diligence, under the circumstances then prevailing, which prudent men, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.

4.3 Generally Permitted Investments

Subject to the other provisions of this Article 4:

(a) The Trustee may place Trust Fund assets in investments providing a return which is fixed, limited, or determinable in advance by the terms of the contract or instrument creating or evidencing such investment, including (but not limited to):

(1) Obligations of the United States Government or any instrumentality thereof;

(2) Obligations of any State, city, municipality, or any instrumentality thereof;

(3) Corporate bonds, corporate notes, or corporate debentures;

(4) Commercial paper, banker’s acceptances, certificates of deposit, and savings accounts or other interest-bearing accounts (including, if applicable, commercial paper, bankers’ acceptances, certificates of deposit, and savings or other interest-bearing accounts in or available through the Trustee’s own commercial banking department).

(b) The Trustee may invest in common and preferred stock and other securities, including those issued by investment companies or investment trusts, and money market and mutual funds.

(c) The Trustee may sell any securities or other property at any time held by it for cash or on credit; transfer, dispose of, or convert any securities or other property at any time held by it; or exchange such securities or property for other securities or property in which the Trustee has the power to invest assets of the Trust Fund.
The Trustee may exercise any conversion privilege or subscription right available in connection with any securities or property constituting a part of the Trust Fund; may consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company, or association of which any of the securities are at any time held hereunder, and exercise any option or options and make any agreement or subscription and pay expenses, assessments, or subscriptions in connection therewith; and hold and retain any property so acquired.

4.4 Investments Not Permitted

Except as specifically provided herein to the contrary, the Trustee may not invest Trust Fund assets in limited or general partnership interests, real or personal property, secured or unsecured promissory notes, options, or margin accounts.

ARTICLE 5

POWERS OF THE TRUSTEE

5.1 Scope of Powers

The Trustee shall have whatever powers are required to discharge its obligations and exercise its rights under this Trust Agreement. In addition to the powers and authority granted to the Trustee under other provisions of this Trust Agreement, the Trustee’s powers include (but are not limited to) the powers specified in the following Sections of this Article.

5.2 Powers Exercisable by the Trustee in its Sole Discretion

The Trustee is authorized and empowered to exercise the following powers in its sole discretion:

(a) To receive, hold, invest, and reinvest Trust Fund assets and income, under provisions of law from time to time existing.

(b) To manage, control, sell, convey or exchange Trust Fund assets.

(c) To borrow money upon such terms and conditions as may be deemed proper, and to obligate the Trust Fund for repayment; to encumber the Trust Fund or any of its assets by pledge, or otherwise; and to use such procedure to consummate the transaction as may be deemed advisable.

(d) To sell, exchange, convey, transfer, or otherwise dispose of any portion of the Trust Fund, by private contract or at public auction.

(e) To make commitments either alone or in company with others to purchase at any future date any investments or securities authorized by this Agreement.
(f) To employ legal counsel (which may be counsel for the Regional Center) and to pay such counsel’s reasonable expenses and compensation.

(g) To participate in voting trusts, pooling agreements, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable.

(h) To vote upon any stocks, bonds, or other securities in the Trust Fund and to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities; and to delegate discretionary powers and to pay any assessments or charges in connection with the foregoing.

5.3 Powers Exercisable by the Trustee Only Upon the Direction of the Committee

The Trustee shall exercise the following power only upon the direction of the Committee: To accept, compromise or otherwise settle any claims by or against the Trust Fund or disputed liabilities due to or from the Trustee with respect to the Trust Fund, including any claim that may be asserted for taxes under present or future laws, or to enforce or contest the same by appropriate legal proceedings.

5.4 Regional Center Right to Exchange Trust Assets

Notwithstanding the investment powers and authority provided the Trustee under this Trust Agreement, the Regional Center shall, at the sole discretion of its Board of Trustees, have the right to reacquire assets of the Trust Fund constituting Trust principal, provided that other property of an equivalent value is substituted and exchanged by the Regional Center for the Trust assets subject to reacquisition.

5.5 Documents and Instruments

In order to effectuate the specific powers and authority herein granted to the Trustee, the Trustee may make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate.

ARTICLE 6

DUTIES AND OBLIGATIONS OF THE TRUSTEE

6.1 General

(a) The Trustee shall hold all property received by it and any income and gains thereupon. The Trustee shall manage, invest, and reinvest the Trust Fund, collect the income therefrom, and make payments, as provided in this Trust Agreement.
(b) The Trustee is responsible only for money or assets that it actually receives. The Trustee has no duty to compute amounts to be paid to it by the Regional Center or to enforce collection of any contribution due from the Regional Center. The Trustee is not responsible for the correctness of the computation of the amount of any contribution made or to be made by the Regional Center.

(c) The Trustee shall make payments and disbursements from the Trust Fund to or on the order of the Committee. Orders of the Committee with respect to disbursements from the Trust Fund shall specify the application to be made of such funds, and the Trustee may (to the extent permitted by law) rely on the Committee’s instructions regarding disbursements from the Trust Fund.

6.2 Valuation

(a) The Trustee shall determine, and report to the Committee, the current fair market value of the assets and liabilities of the Trust Fund as of the last day of each calendar quarter and as of any interim date that may be requested by the Committee.

(b) The fair market value of assets of the Trust shall be determined by the Trustee on the basis of such sources of information as it may deem reliable, including (but not limited to) information reported in (1) newspapers of general circulation, (2) standard financial periodicals or publications, (3) statistical and valuation services, (4) records of securities exchanges, (5) reports of any brokerage firm deemed reliable by the Trustee, or (6) any combination of the foregoing. If the Trustee is unable to value assets from such sources, it may rely on information from the Regional Center, the Committee, appraisers, or other sources, and will not be liable for inaccurate valuation based in good faith on such information. With respect to Trust assets whose value is not readily determinable on an established market, the Committee shall bear sole responsibility to provide Trustee with periodic valuations of such assets in a timely manner. If the Committee fails to provide such value, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust.

(c) Reasonable costs incurred in valuing the Trust Fund shall be a charge against the Trust Fund.

6.3 Records

The Trustee shall keep complete accounts of all investments, receipts and disbursements, other transactions hereunder, and gains and losses resulting from same. Such accounts shall be sufficiently detailed to meet the Trustee’s duties of reporting and disclosure required under applicable Federal or state law as shall exist from time to time. All accounts, books, contracts, and records relating to the Trust Fund shall be open to inspection and audit at all reasonable times by any person designated by the Regional Center.
6.4 Reports

Within 90 days following the close of the Regional Center’s fiscal year, and as otherwise directed by the Committee, and within 60 days following the Trustee’s resignation or removal under Article 8 of this Trust Agreement, the Trustee shall furnish the Committee with a written report setting forth the transactions effected by the Trustee during the period since it last furnished such a report, any gains or losses resulting from same, and the investments and assets of the Trust Fund as of the last day of such period, at cost and at fair market value.

ARTICLE 7

COMPENSATION, RIGHTS, AND INDEMNITIES OF THE TRUSTEE

7.1 Compensation and Reimbursement

(a) Subject to the provision of subsection (b), the Trustee shall receive for its services reasonable compensation as agreed upon in writing from time to time between the Regional Center and the Trustee. Such compensation shall be paid by the Regional Center, or at its option, the Trust. The Trustee reserves the right to alter the rate of compensation at any time by providing the Regional Center with notice of such change at least thirty days prior to its effective date. Reasonable compensation shall include compensation for any extraordinary services or computations required.

(b) Notwithstanding the provision of subsection (a), if the Trustee is an employee of the Regional Center or a member of its Board of Trustees, the Trustee shall serve without compensation.

(c) The Trustee shall be reimbursed for all reasonable expenses it incurs in the performance of its duties as Trustee. In this regard, reasonable expenses shall include, but not be limited to, accounting, consulting, and legal fees for professional services related to the administration of the Trust Fund and this Trust Agreement.

(d) Compensation and expenses payable under this Section 7.1 shall be a charge upon the Trust Fund and shall be paid from the Trust Fund if not paid by the Regional Center within 30 days of the Trustee’s billing.

7.2 Rights of the Trustee

(a) The Trustee may consult with legal counsel (who may be counsel for the Regional Center) with respect to the construction of this Trust Agreement or its duties thereunder, or with respect to any legal proceeding or any question of law, and shall be fully protected with respect to any action it takes or omits in good faith upon the advice of such counsel.

(b) The Trustee may accept communications by photostatic teletransmissions with duplicate or facsimile signatures as a delivery of such communications in writing until notified in writing by the Committee that the use of such devices is no longer authorized.
(c) Notwithstanding any other provision of this Section, the Trustee may settle securities trades through a securities depository that utilizes an institutional delivery system, in which event the Trustee may deliver or receive securities in accordance with appropriate trade reports or statements given to the Trustee by such depository.

7.3 Indemnification

The Regional Center shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys’ fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement (unless such loss or liability is due to the Trustee’s willful misconduct or gross negligence), or by reason of any acts taken in accordance with the written directions, or acts not taken due to absence of directions, given to the Trustee by the Regional Center or the Committee.

ARTICLE 8

RESIGNATION OR REMOVAL OF THE TRUSTEE

8.1 Resignation

The Trustee may resign at any time by delivering to the Committee or the Regional Center a written notice of resignation, to take effect not less than 30 days after delivery, unless such notice is waived.

8.2 Removal

The Regional Center may remove the Trustee at any time by delivering to the Trustee a written notice of removal. Such removal shall take effect no less than 30 days after delivery of such notice to the Trustee, unless such notice is waived.

8.3 Successor Trustee

Upon the resignation or removal of the Trustee, the Regional Center shall appoint a successor Trustee, which may accept such appointment by execution of this Trust Agreement. In the event that no successor Trustee is appointed, or accepts appointment, by the time that the resignation or removal of the Trustee is effective, the Committee shall be the successor Trustee until another successor Trustee is appointed and accepts such appointment.

8.4 Settlement

Upon the effective date of such resignation or removal of a Trustee, the former Trustee shall transfer all the Trust Fund to the Successor Trustee, whereupon such successor shall succeed to all of the powers and duties given to the Trustee herein. Upon such effective date, the resigning or removed Trustee shall render to the Committee an account in the form and manner prescribed for the annual report as set forth at Section 6.4.
8.5 Transfer to Successor Trustee

Upon settlement of the Trustee's account, the Trustee shall transfer to the successor Trustee the Trust Fund as it is then constituted and true copies of its records relating to the Trust Fund. Upon the completion of this transfer, the Trustee's responsibilities under this Trust Agreement shall cease and the Trustee shall be discharged from further accountability for all matters embraced in its settlement; provided, however, that the Trustee executes and delivers all documents and written instruments which are necessary to transfer and convey the right, title, and interest in the Trust Fund assets, and all rights and privileges with respect to such assets, to the successor Trustee.

8.6 Duties of the Trustee Prior to Transfer to Successor Trustee

The Trustee's powers, duties, rights, and responsibilities under this Trust Agreement shall continue until the date on which the transfer of the Trust Fund assets and delivery of the related documents to the successor Trustee under Section 8.5 is completed. The successor Trustee shall neither be liable or responsible for any act or omission to act with respect to the operation or administration of the Trust Fund under this Trust Agreement prior to such date, nor be under any duty or obligation to audit or otherwise inquire into or take any action concerning the acts or omissions of the Trustee or any predecessor Trustee.

8.7 Powers, Duties, and Rights of the Successor Trustee

Upon its receipt of all the assets of the Trust Fund and all of the related documents, the successor Trustee shall become vested with all the estate, powers, duties, rights, and discretion of the Trustee under this Trust Agreement with the same effect as though the successor Trustee were originally named as Trustee herein.

ARTICLE 9

COMMITTEE

9.1 Committee Membership

The Regional Center, by action of its Board of Trustees, shall appoint a Committee to administer the operation of the Trust and to give instructions to the Trustee as provided for herein. The Regional Center shall file written notice with the Trustee of the names of the members of the Committee, together with specimen signatures, and, as changes take place in membership, that fact and the names and specimen signatures of new members.

9.2 Committee Responsibility

The Committee shall, in general, exercise all rights and responsibilities granted it under the terms of the Trust, including the right to direct the Trustee with regard to Trust distributions, as provided for at Sections 3.1 and 3.2.
ARTICLE 10

AMENDMENT OF THE TRUST AGREEMENT
AND TERMINATION OF THE PLAN

10.1 Amendment of Trust Agreement

(a) The Regional Center reserves the right to amend this Trust Agreement in the manner set forth in subsection (b) at any time and to any extent that it may deem advisable or appropriate, provided, however, that no amendment shall increase the duties of the Trustee without its prior written consent and no amendment may contravene the provisions of Section 1.6.

(b) Any amendment to this Trust Agreement shall be made only pursuant to action of the Regional Center. A certified copy of the resolutions adopting any amendment and a copy of the adopted amendment as executed by the Regional Center shall be delivered to the Committee and the Trustee. Upon such action by the Regional Center, the Trust Agreement shall be deemed amended as of the date specified as the effective date by such action or in the instrument of the amendment. The effective date of any amendment may be before, on, or after the date of such action.

10.2 Termination of the Trust

Upon notice from the Regional Center that it will no longer contribute funds to the Trust, the Trustee shall, as directed by the Committee, dispose of the remaining Trust assets by either making advance payments to CalPers to pay or prepay the Regional Center's Pension Obligations under the Plan or by making contributions to CalPers to pay or provide for other benefits offered the Regional Center's employees by CalPers.

ARTICLE 11

MISCELLANEOUS

11.1 Gender, Tense, and Headings

Singular words used in this Trust Agreement may indicate the plural, the plural may indicate the singular, and the masculine may indicate the feminine. Headings of Articles, Sections, and subsections as used herein are inserted solely for convenience and reference and constitute no part of this Trust Agreement.

11.2 Governing Law

This Trust Agreement shall be construed, administered, and governed in all respects under applicable laws of the State of California.
IN WITNESS WHEREOF, the Regional Center and the Trustee have executed this Trust Agreement on this ______ day of __________________, 2019.

"Regional Center"

NORTH LOS ANGELES COUNTY
REGIONAL CENTER

By: _________________________________
Title: ________________________________

"Trustee"

By: _________________________________
Title: ________________________________
## Public Policy Performance Measures (Required)

<table>
<thead>
<tr>
<th>Goal</th>
<th>Measure</th>
<th>Activities Summary</th>
</tr>
</thead>
</table>
| 1. Decrease the number of individuals who reside in institutional settings. | Number and percent of Regional Center consumers in Developmental Centers | North Los Angeles County Regional Center (NLACRC) will engage in the following activities:  
- Continue to implement the Community Placement Plan (CPP) and Community Resource Development Plan (CRDP), which identify the current needs and services of individuals residing in developmental centers. The plans identify specific ways of meeting those needs through residential placement, day programs, supplemental supports, including transportation, 1-to-1 assistance, specialized medical, dental, and any other identified needs.  
- Within the available service codes and with the assistance of the Department of Developmental Services (DDS), NLACRC will design services and identify supports that are essential to meeting the consumer's needs prior to the consumer moving into the community.  
- Continue to work closely with the developmental centers to identify individuals who would benefit |
<table>
<thead>
<tr>
<th>Goal</th>
<th>Measure</th>
<th>Activities Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Maintain the percentage of children who reside with families in their homes.</td>
<td>Number and percent of minors residing with families</td>
<td>North Los Angeles County Regional Center (NLACRC) will engage in the following activities:</td>
</tr>
<tr>
<td></td>
<td>own family</td>
<td>• Provide training on an ongoing basis to Service Coordinators on family support options.</td>
</tr>
<tr>
<td></td>
<td>foster family</td>
<td></td>
</tr>
<tr>
<td></td>
<td>guardian</td>
<td></td>
</tr>
</tbody>
</table>
### Public Policy Performance Measures (Required)

<table>
<thead>
<tr>
<th>Goal</th>
<th>Measure</th>
<th>Activities Summary</th>
</tr>
</thead>
</table>
| 3.   | **Increase the number of adults who reside in home settings.** | **Number and percent of adults residing in home settings:**  
  - Independent Living Services (ILS)  
  North Los Angeles County Regional Center (NLACRC) will engage in the following activities: |
<table>
<thead>
<tr>
<th>Goal</th>
<th>Measure or Supported Living Services (SLS) • Adult Family Home Agency home • Home of parent or guardian</th>
<th>Activities Summary</th>
</tr>
</thead>
</table>
|      | • Provide ongoing training to Service Coordinators about services to support home setting options available to consumers to live in the family home or home-like settings.  
• Provide training to Service Coordinators about how to discuss and provide information to families on residential options using a person-centered process.  
• Provide ongoing training to Service Coordinators about services to support home setting options available to consumers to live in the family home or home-like settings.  
• Provide New Staff Orientation (NSO) courses focused at teaching new service coordinators the importance of maintaining the percentage of children residing with families.  
• Provide an SLS orientation to consumers and families at least once per month.  
• Develop ILS and SLS resources as needed to ensure adequate consumer choice in providers. |
## Public Policy Performance Measures (Required)

<table>
<thead>
<tr>
<th>Goal</th>
<th>Measure</th>
<th>Activities Summary</th>
</tr>
</thead>
</table>
| 4. Decrease the percentage of children living in larger facilities. | Number and percent of minors living in facilities serving greater than 6  | - Develop family support options to ensure that families have options for supports that they need.  
- Work with Family Home Agencies to ensure that adequate resources exist.  
- Make resources available on the website and in printed format about services and support available to adults who reside in home settings.  
- Provide training on an ongoing basis to Service Coordinators as well as through intensive new staff orientation training modules.  
- Service Coordinators will discuss and provide information about options to families using a person-centered process.  
- Conduct resource development efforts to ensure that there are adequate resources available in North Los Angeles County Regional Center (NLACRC) will engage in the following activities: |
|                                                                      | Intermediate Care Facilities (ICF)                                       |                                                                                                                                                  |
|                                                                      | Skilled Nursing Facilities (SNF)                                         |                                                                                                                                                  |
|                                                                      | Community Care Facilities (CCF)                                          |                                                                                                                                                  |
### Public Policy Performance Measures (Required)

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<thead>
<tr>
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</table>
| 5. Decrease the percentage of adults living in larger facilities | Number and percent of adults living in facilities serving greater than 6  
- Intermediate Care Facilities (ICF)  
- Skilled Nursing Facilities (SNF)  
- Community Care Facilities (CCF) | North Los Angeles County Regional Center (NLACRC) will engage in the following activities:  
- Provide training on an ongoing basis to Service Coordinators as well as through intensive new staff orientation training modules.  
- Service coordinators will discuss and provide information on options to families using a person-centered process.  
- Conduct resource development efforts to ensure that there are adequate resources available in smaller settings whenever possible.  
- Continue to promote access and review of our Service Standards, specific to family supports available on our NLACRC website for consumers, families, services providers, and other stakeholders.  
- Provide New Staff Orientation (NSO) courses focused at teaching new service coordinators |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
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<td>about the importance to decrease the percentage of adults living in larger facilities.</td>
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</tbody>
</table>
**Public Policy Performance Measures – Employment (Required)**

<table>
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<tr>
<th>#</th>
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</tr>
</thead>
</table>
| 6. | Increase the percentage of adult consumers that are employed in integrated settings with competitive wages. | (EDD) Number and percentage of consumers, ages 16-64 with earned income. Average annual wages for consumers ages 16-64. Annual earnings of consumers ages 16-64 compared to people with all disabilities in California. (Data collected manually from service providers by regional centers) Number of adults who were placed in competitive integrated employment following participation in a Paid Internship Program. Percentage of adults who were placed in competitive, integrated employment following participation in a Paid Internship Program. Average hourly or salaried wages and hours worked per week for adults who participated in a Paid Internship Program during the prior fiscal year. | North Los Angeles County Regional Center (NLACRC) will engage in the following activities:  
  - Work with vendors to support the creation of internship programs leading to employment.  
  - Provide training to all adult unit staff on benefits of working (Department of Rehabilitation training) to help consumers understand their options.  
  - Establish Local Partnership Agreements (LPAs) in Santa Clarita Valley and Antelope Valley.  
  - Work with the school districts, transition coordinators, special education administrators and supported employment agencies to help facilitate a smooth transition from the school to work environment.  
  - Case management participation in the Individual Transition Plan (ITP) and Individual Education Plan (IEP).  
  - Continue to organize annual |
Public Policy Performance Measures – Employment (Required)

<table>
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<tr>
<th>#</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Average wages and hours worked for adults engaged in competitive, integrated employment, on behalf of whom incentive payments have been made.</td>
<td>transition fairs in the three valleys it serves so that consumers and their parents have the opportunity to learn about what service providers in their communities have to offer when the student is ready to leave high school, including employment opportunities.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total number of $1,000, $1,250 and $1,500 incentive payments made for the fiscal year.</td>
<td>• Work with the NLACRC Vendor Advisory Committee to continue implementation of our Board’s Employment First Policy.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(NCI Survey – three year cycle) Percentage of adults who reported having integrated employment as a goal in their IPP.</td>
<td>• Continue to bridge partnerships between NLACRC, supported employment vendors, and Department of Rehabilitation (DOR).</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>• Work with vendors to complete program design addendums to add incentive bonuses for competitive integrated employment.</td>
</tr>
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<td></td>
<td>• Will provide an annual report to the DDS on metrics required for the Competitive Integrated Employment (CIE) and Paid Internship Programs (PIP). These new programs are being rolled out to help support vendors in...</td>
</tr>
</tbody>
</table>

9
### Public Policy Performance Measures — Employment (Required)

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<td></td>
<td>assisting consumers to achieve their employment outcomes.</td>
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<td></td>
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<td>• Utilize our website and social media platforms to provide employment information and resources to consumers, families, and providers.</td>
</tr>
</tbody>
</table>

### Public Policy Performance Measures — Reducing Disparities and Improving Equity in Purchase of Service Expenditures (Two Required)

<table>
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<tr>
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<th>Activities Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>Ensure that consumers and families have access to services and supports regardless of age, diagnosis, ethnicity, or language</td>
<td>Indicator showing the relationship between annual authorized services &amp; expenditures by individual’s residence type &amp; ethnicity</td>
<td>North Los Angeles County Regional Center (NLACRC) will engage in the following activities:</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Implement Parent Mentor Project which allows for a parent or family member of a consumer to become part of NLACRC staff to help families utilize and increase their access to regional center services.</td>
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<td>• Continue with NLACRC’s Disparity Committee and continue Cafecito Entre Nos event for Spanish-speaking families.</td>
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<td></td>
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<td></td>
<td>• Work with Community Based Organizations (CBOs) that have</td>
</tr>
</tbody>
</table>
Public Policy Performance Measures – Reducing Disparities and Improving Equity in Purchase of Service Expenditures (Two Required)

<table>
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</table>
| | | • Age three to 21, inclusive.  
• Twenty-two and older | received funding from the Department of Developmental Services to provide support in their efforts to reduce purchase of service (POS) disparities and improve increased access to regional center services.  
• Work in partnership with California State University, Northridge on the disparity-funded project, Family Empowerment Team in Action (FETA, a project that provides resources and information to underserved communities. A cultural sensitivity program is being developed for vendors in YouTube format.  
• Utilize the IPP Person Centered Plan Service Coordinator Guide to train new Service Coordinators. The guide includes a section to document desired outcomes with a plan for achieving desired outcomes, target dates, community supports and the role of the service coordinator in achieving desired outcomes.  
• Track authorizations to identify possible underserved |
## Public Policy Performance Measures – Reducing Disparities and Improving Equity in Purchase of Service Expenditures (Two Required)

<table>
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<td>consumers/families in terms of the amount of funding being spent by age range, language, ethnicity, zip code, etc.</td>
</tr>
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<td></td>
<td>• Seek methods to help better analyze POS expenditure data to gain a better understanding about our underserved population's needs.</td>
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<td></td>
<td>• Continue our legislative advocacy efforts by providing community training and special events such as Candidates’ Forums and Town Hall meetings.</td>
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<td></td>
<td>• Utilize our website and social media platforms to provide educational information about employment resources to consumers, families and providers.</td>
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<td></td>
<td>• Continue to offer Festival Educacional, a free, half-day educational seminar for Spanish-speaking parents of consumers.</td>
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<tr>
<td></td>
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<td></td>
<td>• Continue to work in partnership with the Office of Clients’ Rights Advocacy to offer educational seminars in English and Spanish about services and supports to</td>
</tr>
</tbody>
</table>
### Public Policy Performance Measures – Reducing Disparities and Improving Equity in Purchase of Service Expenditures

(Two Required)

<table>
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<tr>
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<tbody>
<tr>
<td></td>
<td></td>
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<td>our community.</td>
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<tr>
<td></td>
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<td></td>
<td>• Work in partnership with the Family Focus Resource Center (FFRC) to make more training available to consumers and families and to help identify underserved populations. Continue to offer monolingual language support groups that offer training to families.</td>
</tr>
</tbody>
</table>
## Compliance Measures (Required. Activities optional.)

<table>
<thead>
<tr>
<th>#</th>
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</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>Increase the percentage of individuals with current CDERs or ESRs</td>
<td>Number and percent of individuals (Status 1 or 2) Current Client Development Evaluation Report (CDER) or Early Start Report (ESR)</td>
<td>North Los Angeles County Regional Center (NLACRC) will engage in the following activities:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Run reports on a regular basis to ensure that Client Development Evaluation Reports (CDEHs) and Early Start Reports (ESRs) are as current as possible</td>
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<td>- Review the most current data and work on a correction plan if needed.</td>
</tr>
</tbody>
</table>
**Compliance Measures**

<table>
<thead>
<tr>
<th>Measure</th>
<th>Yes/No based on criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unqualified independent audit with no material finding(s)</td>
<td>based on regional center independent audit findings.</td>
</tr>
<tr>
<td>Substantial compliance with DDS fiscal audit</td>
<td>based on DDS internal document criteria</td>
</tr>
<tr>
<td>Accuracy percent of POS fiscal projections (based on February SOAR)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Operates within OPS budget</td>
<td>Yes/No based on actual expenditures plus late bills do not exceed OPS budget</td>
</tr>
<tr>
<td>Certified to participate in Waiver</td>
<td>Yes/No based on most recent waiver monitoring report</td>
</tr>
<tr>
<td>Compliance with Vendor Audit Requirements per contract, Article III, Section 10</td>
<td>Yes/No based on documentation regional center forwards to DDS</td>
</tr>
<tr>
<td>CDER/ESR Currency</td>
<td>CMS Status codes 1 and 2 with current CDER or ESR</td>
</tr>
<tr>
<td>Intake/assessment and IFSP time lines (0-3). Under Development. Anticipated implementation with revisions to Early Start Report.</td>
<td></td>
</tr>
<tr>
<td>Intake/assessment time lines for consumers ages 3 and above</td>
<td>CMF calculated by subtracting status date from CMF date</td>
</tr>
<tr>
<td>IPP Development (WIC requirements)</td>
<td>Biennial DDS review per Welfare &amp; Institutions Code section 4646.5 c(3)</td>
</tr>
<tr>
<td>IFSP Development (Title 17 requirements)</td>
<td>Annual DDS IFSP review per IPP protocol above using &quot;IFSP Review Criteria – 2001&quot;</td>
</tr>
</tbody>
</table>