



COUNCIL MEETING NOTICE/AGENDA

Posted on www.scdd.ca.gov

DATE: Wednesday, September 12, 2012

TIME: 10 a.m. – 5 p.m.

LOCATION: Hilton Sacramento Arden West
2200 Harvard Street
Sacramento, CA 95815
(916) 922-4700

Pursuant to Government code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in this meeting should contact Robin Maitino at (916) 322-8481 or email robin.maitino@scdd.ca.gov. Requests must be received by 5:00 pm, September 7, 2012.

**Denotes action items*

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1. CALL TO ORDER	L. Shipp	
2. ESTABLISHMENT OF QUORUM	L. Shipp	
3. WELCOME/INTRODUCTIONS	L. Shipp	
4. PUBLIC COMMENTS		
<i>This item is for members of the public only to provide comments and/or present information to the Council on matters not on the agenda. Each person will be afforded up to three minutes to speak. Written requests, if any, will be considered first. The Council will provide a public comment period, not to exceed a total of seven minutes, for public comment prior to action on each agenda item.</i>		
5. *APPROVAL OF JULY MEETING MINUTES	L. Shipp	3
6. DEPT OF FINANCE MANAGEMENT LETTER	D. Botelho, and S. Botkin, DOF	12
7. *CLOSED SESSION- EXECUTIVE DIRECTOR	L. Shipp	16

EVALUATION

Pursuant to Government Code Section 11126(a)(1), (2), the Committee will hold a closed session under the personnel exception of the Bagley-Keene Open Meeting Act to consider the recommendation of the Executive Committee made on September 5, 2012 regarding the evaluation of performance, dismissal or to hear complaints brought against a public employee (Executive Director) by another person.

8. **RECONVENE IN OPEN SESSION** L. Shipp
- Pursuant to Government Code Section 11126.3 (f) there will be an announcement of any action(s) taken during closed session*
9. ***ELECTION OF NOMINATING COMMITTEE** L. Shipp 25
10. **COMMITTEE REPORTS**
- A. **PROGRAM DEVELOPMENT COMMITTEE** L. Cooley 45
- * (i) Cycle 35 Grant Funding Award(s)
- B. **EMPLOYMENT FIRST COMMITTEE** O. Raynor 153
- C. **SELF-ADVOCATES ADVISORY COMMITTEE** J. Allen 156
- * (i) Convention on the Rights of Persons with Disabilities Recommendation 167
11. **STATEWIDE SELF-ADVOCACY NETWORK** J. Allen
12. **COUNCIL MEMBERS' UPDATES** All
- (i) Sonoma Developmental Center Update DDS 202
13. **ADJOURNMENT** L. Shipp



DRAFT

**Council Meeting Minutes
July 18, 2012**

Members Present

April Lopez
Bill Moore
Catherine Blakemore
Chisorom Okwuosa
Dan Boomer
Janelle Lewis
Jennifer Allen
Jennifer Walsh
Jonathan Clarkson
Jorge Aguilar
Kecia Weller
Kerstin Williams
Kris Kent
Leroy Shipp
Lisa Cooley
Mark Hutchinson
Max Duley
Molly Kennedy
Patty O'Brien-Peterson
Ray Ceragioli
Robin Hansen

Members Absent

Robert Jacobs
Olivia Raynor
David Forderer

Others Attending

Anastasia Bacigalupo
Angie Lewis
Barbara Wheeler
Bob Phillips
Carol Risley
Daniel Savino
Dawn Morley
Joan Burg
Joe Bowling
Marilyn Barraza
Mark Starford
Mary Agnes Nolan
Mary Ellen Stives
Melissa Corral
Roberta Newton
Robin Maitino
Rocio Smith
Sam Seaton
Sarah May
Stuart Haskin
Susan Eastman
Vicki Smith

1. CALL TO ORDER/ESTABLISHMENT OF QUORUM

Leroy Shipp, Chairperson called the meeting to order at 10:05 a.m. and a quorum was established.

2. WELCOME AND INTRODUCTIONS

Council members and others attending introduced themselves.

3. PUBLIC COMMENT

Daniel Savino with the Association of Regional Center Agencies (ARCA) extended congratulations to the new appointees of the Council on behalf of ARCA.

4. APPROVAL OF MAY 2012 MEETING MINUTES

It was moved/seconded (Kennedy/Allen) and carried to approve the May 17, 2012, Council meeting minutes presented. (1 abstention)

5. PROPOSED PARENTAL FEE SCHEDULE

It was moved/seconded (Aguilar/Boomer) and carried to accept the fee schedule as presented by DDS.

6. YOUTH LEADERSHIP FORUM

The Youth Leadership Forum (YLF) is an organization that brings high school juniors and seniors with disabilities together in an intensive five-day career and leadership training program. This event will take place at the State Capitol and the California State University in Sacramento. The Council has awarded funding to YLF since 2008 to help fund participation of at least 10 student delegates with developmental disabilities. This year YLF is requesting \$9,999.00 be awarded to them for this event.

It was moved/seconded (Blakemore/Hansen) and carried to award YLF \$9,999.00 to allow individuals with developmental disabilities to participate in the July 2012 event.

7. TARJAN CENTER SPONSORSHIP REQUEST

Tarjan Center at UCLA is requesting \$999.00 to support individuals with developmental disabilities to participate in a meeting being sponsored by them and the California Consortium for Postsecondary Education for People with Developmental Disabilities on September 25, 2012. The meeting will be held at the Center for Healthy Communities (California Endowment) in Los Angeles, CA. Attendance will be made up of individuals from communities across California that will participate in

discussions and planning with college disability professionals, transition specialists, rehabilitation and regional center administrators and counselors, parents, persons with disabilities and advocates to develop strategies for increasing access to postsecondary education as a pathway to competitive integrated employment.

It was moved/seconded (Kennedy/Allen) and carried to award Tarjan Center at UCLA \$999.00 to allow individuals with developmental disabilities to participate in the September 25, 2012 meeting.

(2 abstentions)

8. COMMITTEE REPORTS

a. PROGRAM DEVELOPMENT COMMITTEE

(i) Cycle 35 Priority(s)

Lisa Cooley updated the Council on Grant Cycle 35 stating the purpose of the request for proposal (RFP) was to seek qualified proposers to develop innovative transition models to increase the numbers of youth and young adults with developmental disabilities, ages 14-30 in integrated competitive employment and/or postsecondary educational opportunities leading to career advancement.

This RFP was released on June 13, 2012 and the deadline for receipt is Friday, July 27, 2012 at 5 p.m.

b. LEGISLATIVE AND PUBLIC POLICY:

(i) Senate Bill 1186 – Special Access: It was moved/seconded (Kennedy/Allen) to oppose SB 1186. Motion did not pass. (7 oppose and 9 abstentions)

(ii) Senate Bill 1051 – Reports: It was moved/seconded (Hansen/Lopez) and carried to support SB 1051 with amendments that clarify the reporting relationship of the Director of Protective Services. (4 abstentions)

(iii) Senate Bill 1522 – Reports: It was moved/seconded (Aguilar/Duley) and carried to support SB 1522. (2 abstentions)

Senate Bill 1392 – Developmental Services: It was moved/seconded (O'Brien-Peterson/Weller) and carried to support the intent of SB 1392 and raise the need for the bill to address the following: (4 abstentions)

1. Standards for compatible use of surplus land while the center remains operational and serving people with developmental disabilities;
2. Disallow access to the special fund for the purpose of offsetting general fund deficiencies in DDS budgets; and
3. Clarify that the income from surplus land currently being leased, if any, be deposited into this special account.

(iv) Senate Bill 1228 – Small Skilled Nursing: It was moved/seconded (O'Brien-Peterson/Hansen) and carried to support SB 1228.

(v) Senate Bill 1267 – Genetic Information: It was moved/seconded (Aguilar/Cooley) and carried to support SB 1267. (4 abstentions)

(vi) Assembly Bill 2338 – Employment First Update: Ray Ceragioli reported that Molly Kennedy and Olivia Raynor presented to the Senate Appropriations Committee in June and that AB 2338 is due to be heard on August 16, 2012.

Since this update was given, AB 2338 was heard and failed passage.

(vii) 2012-13 Budget Update: Roberta Newton called members attention to a number of handouts related to the budget. Included in the handouts was a summary of trailer bills, correspondence from the Department of Developmental Services to regional center directors and board presidents that clarify their role regarding various trailer bills, trailer bill AB1472 which encompasses DDS programs and a summary of budget provisions that impact older people with disabilities.

Ray Ceragioli pointed out that the July 1, 2012 budget calls for a \$200 million reduction in monies to persons with developmental disabilities. He stated that the money is going to be made up by administrative cuts. Ray also reminded members that if the voters fail to pass the ballot initiative that would increase taxes, there would be an additional \$50 million cut in the developmental disability budget come January 1, 2013.

c. **SELF-ADVOCATES ADVISORY COMMITTEE (SAAC)**

Jennifer Allen reported that at the last SAAC meeting members had reviewed their yearly accomplishments. Accomplishments include: learning to be more effective by sharing information and using video conferencing to stay connected; an increase in consumer participation during Council meetings; and development of a committee plan for next year.

9. **“GET SAFE” PRESENTATION**

Stuart Haskin, Executive Director of Get Safe USA was invited by the Council to provide an overview of his personal safety and awareness programs that focus on:

- Spotting potentially dangerous people
- Finding help in your immediate area
- Learning to trust your instincts
- Communicating safely with phone, mail, and email
- Making your weaknesses your strengths
- Using emergency self-defense techniques
- Identifying and avoiding tricks used by criminals
- Establishing and maintaining boundaries
- Advocating for yourself

10. **STATEWIDE SELF-ADVOCACY NETWORK (SSAN)**

Jennifer Allen reported that the first SSAN newsletter had been released and included in the handouts. She also reported that the Network members would be electing a chair and vice chair at the upcoming July 25-26, 2012 meeting at the DoubleTree Hotel in Sacramento.

11. **COUNCIL MEMBERS' UPDATES**

Lisa Cooley is continuing to work on her self-advocacy goals and will continue to volunteer when her term on the Council is up.

Kecia Weller introduced herself to the Council and stated that she served 10 years on the Los Angeles and Santa Monica Disability Commissions and recently termed out. Kecia is also a member of SSAN and happy to be serving on the Council.

Jonathan Clarkson, Department of Health Care Services reported that the California Committee on Employment for People with Disabilities had its first meeting. This Committee is the reincarnation of the Governor's Committee of Employment for Persons with Disabilities. Jonathan represents the department and is proud to report that the Committee is starting to set the ground rules, set a mission and vision statement, and starting the business planning.

Bill Moore, Department of Rehabilitation reported on the college to career program contracts stating that they are four-year contracts that began in 2011 and end June 30, 2014. DOR is entering into the third year of the contract and has an evaluation component being performed by Tarjan Center. The goal of the contracts is to have individuals with intellectual disabilities participate in on campus classes and training with nondisabled students for two or three years.

Janelle Lewis introduced herself stating that she was honored to be serving on the Council. Janelle is also serving on the Board for Families of Early Autism Treatment.

Mark Hutchinson, Department of Developmental Services, apologized for the Department's absence at the last Council meeting. The absence was due to the budget meetings. Mark talked about the \$200 million trigger associated with the current year and directed members to www.dds.ca.gov for a summary of the six components to the \$200 million trigger solutions as we gave a brief overview of each component. Mark also talked about the trailer bill included in the packet regarding accessing insurance for individuals in the early start program. He stated that the federal government implemented regulations that prohibit use of insurance for early start services unless there were statutory protections that prevented insurance companies from applying it to the total benefits under that insurance or changing premiums or other adjustments. This trailer bill also included a requirement for the state and regional centers to work together to produce data to address disparities in services.

As Mark concluded his report, Roberta Newton requested an update on the implementation SB 946 that went into effect on July 1st. Mark responded by stating that the issue of insurance and accessing generic services has always been a part of the system and that SB 946 did not change that. SB 946 changed what insurance carriers have to cover related to autism and treatment services. There has been discussion at the state level with DDS, the regional centers, the insurance carriers, the organization that represents the insurance companies, and the department of managed health care. Locally the regional centers are dealing with the local health plans to make the transition as smooth as possible. The statute required that services start being covered no later than July 1.

After an extensive conversation, the Council requested that staff dialogue with DDS and other stakeholders about implementation of SB 946 and gather information about local practice. Further discussion on this topic is expected at the September Council meeting.

Kerstin Williams reported that the next Area Board 6 meeting will be on July 24, 2012.

Patty O'Brien-Peterson reported the success story of a young autistic man that is now running an exotic pet store who just months ago could not make eye contact. Patty also suggests that the Council invite Progressive Employment Concepts to present at a future meeting.

Dan Boomer, Department of Education, stated that there is a problem with the data outcomes on postsecondary education. Dan believes the problem lies with the data that is being collected and not what is actually going on in the classroom. Dan also stated that the \$5.4 billion set aside for special education only serves approximately 10-12% of special education students.

Jennifer Walsh reported that Area Board 5 has completed their grant cycle process and selected a recipient to receive \$20,000 to address the issue of response to abuse of persons with developmental disabilities. Area Board 5 is also working on several upcoming conferences.

Jorge Aguilar attended the June 1, 2012, Area Board 9. The meeting included a presentation on special education given by the local school district and attendance by the regional center.

Kris Kent, Health and Human Service Agency, introduced himself as the new Assistant Secretary and Council designee stating that he was looking forward to learning and working with the Council.

April Lopez reported on her third meeting with Senator Lou Correa to discuss proper training and education for teacher aides in the public school system. April also reported that she had just completed a law suit and was pleased with the outcome.

Molly Kennedy reported that Area Board 13, UCP of San Diego, and the Regional Center of San Diego completed its second annual College Bound where individuals from 17 to 22 years of age came and spent a week at UCD to see what college life was like. Molly has also put together a group in the Bay Area that will be meeting the week of July 23rd to address health care transition for young individuals with disabilities and chronic health conditions.

Jennifer Allen gave a presentation at a conference located in Sacramento in June. Jennifer also plans to run for chairperson of the Network at the upcoming July 25-26, 2012 meeting.

Leroy Shipp praised Sarah May, Executive Director, Area Board 2 for printing its brochure in Spanish and for participating in the We Care A Lot Foundation for self-advocates. Leroy also reported the Coordinated Council's 17th Annual Recognition Celebration on October 18, 2012.

12. **ADJOURNMENT**

Meeting was adjourned at 4:20 p.m.



August 17, 2012

Mr. Leroy G. Shipp, Chairperson
State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95814

Dear Mr. Shipp:

Management Letter—State Council on Developmental Disabilities Review

The Department of Finance, Office of State Audits and Evaluations (Finance), recently reviewed the State Council on Developmental Disabilities (SCDD) headquarters operations, contracting practices, and travel account activity from July 2010 through March 2012, under Finance's authority provided by Government Code section 13070. Finance conducted this limited review during the period March through May 2012.

Results

Finance identified concerns and deficiencies that, if not addressed, could result in management override of controls not being prevented or detected and the waste of state resources. The review found travel claims were authorized and properly supported for reimbursement; however, concerns about the headquarters operating environment and deficiencies in contracting practices were identified; and are discussed below.

Our review included conducting interviews with staff from:

- SCDD
- Department of General Services (DGS)
- Department of Social Services (DSS)

The following documentation was reviewed on a sample basis:

- SCDD contract files
- Claim schedules
- Travel claims

Observation 1: Conditions within the Headquarters Operating Environment

Government Code section 13401 states active oversight, including regular and ongoing monitoring processes, for the prevention and early detection of fraud and errors in program administration are vital to public confidence and the appropriate and efficient use of public resources.

In any organization, management is responsible for establishing an operating environment which promotes integrity, hires and develops competent staff, and assigns authority and responsibility appropriately. These elements are essential to the organization's ability to operate effectively and efficiently, report information reliably, and comply with laws and regulations.

Finance found the following conditions at SCDD headquarters which indicate that management is failing to establish a sound operating environment:

- At the time of the review, headquarters had many vacant positions, including all four deputy director positions. As a result, day-to-day operations were managed only by the Executive Director and Budget Officer. At a minimum, the segregation of duties is inadequate and does not comply with recommended practices in the State Administrative Manual. In the extreme, management is in a position to exercise unilateral decision-making authority and circumvent remaining controls.
- During the review, Finance staff contacted area board staff to discuss contracting practices. It was apparent area board staff immediately reported the discussions to the Executive Director, who then demanded to know from Finance why area board staff were contacted in the first place and why the Executive Director was not notified prior to the contact. Competent staff, with clearly defined authority, should feel able to answer simple questions posed by Finance staff. Management should have confidence in knowledgeable and experienced staff and the answers they provide. Headquarters Executive Director repeatedly interfered with and disrupted Finance staff during the review. The Executive Director's interference impacted Finance's review methodology and scope by limiting or monitoring contact with SCDD staff. Specifically, the Executive Director:
 - Would not allow reviewers to visit SCDD until she returned from vacation.
 - Insisted on observing most reviewer interviews with SCDD staff.
 - Called to request reviewer questions for staff interviews she was unable to attend.
 - Kept reviewers in conference rooms at headquarters, declining reviewers' offers to make copies or meet with staff in their cubicles.
 - Dominated interviews, answering questions posed to other staff interviewees, occasionally contradicting previous answers.
- The Executive Director's interference impaired Finance's ability to conduct the review. The Executive Director's actions also infringed upon Finance's authority as Government Code section 13293 provides that Finance may examine all records, files, documents, accounts, and financial affairs for every state agency handling public money.

Recommendations:

- A. The Council should examine its responsibilities under Government Code sections 13400 through 13407 and establish the proper control environment. An assessment should be made to identify improvements to the operating environment and corrective actions should be implemented where appropriate.

- B. The Council should take all appropriate actions to fill the vacant deputy director positions.
- C. Until vacant positions can be filled, the Council should increase its oversight of SCDD day-to-day operations.
- D. The Council should work with the Executive Director to define clear lines of authority and accountability and strengthen SCDD internal communication. The Council should ensure all personnel have a clear understanding of their responsibilities. Open channels of communication up, down, and across SCDD should be implemented and/or strengthened.
- E. The Council should provide clear direction to the Executive Director to comply with all future requests from Finance for information or interviews; without limitation or restriction.

Observation 2: SCDD Exceeded its DGS Delegated Purchasing Authority

Finance identified the following significant deficiency:

- SCDD exceeded its DGS delegated purchasing authority of \$50,000 by executing an \$87,215 contract with the Board Resource Center (BRC) in July 2011. Public Contracts Code section 10331 states that delegated authority may be withdrawn at any time if DGS finds the state agency is not in compliance. As SCDD operates under the delegated authority of DSS, DSS is also at risk of losing its delegated authority by acts of noncompliance.

Recommendation:

- Ensure compliance with DGS delegated purchasing authority requirements, specified in the DGS State Contracting Manual, Volume 1 by submitting all contracts greater than \$50,000 to DGS for approval to avoid loss of SCDD and DSS's delegation authority.

Observation 3: Contracting and Invoicing Practices Can Be Improved

The SCDD has awarded multiple contracts and grants. Finance reviewed a sample of contract and grants files and identified the following:

- Some contracts and grants reviewed lacked specificity and detail in their budgets and scopes of work, limiting SCDD's ability to effectively monitor and verify completion of contract deliverables. The DGS State Contracting Manual, Volume 1, Chapter 9, requires contract managers to review and approve invoices to substantiate expenditures for work performed. Clearly described measurable deliverables and scopes of work would facilitate evaluating whether deliverables were achieved prior to processing contractor invoices for payment.
- Several contractor reimbursement requests did not include supporting documentation for incurred costs, such as travel expenses, administrative overhead, and meeting costs. The DGS State Contracting Manual, Volume 1, Chapter 9, requires contract managers to review and approve invoices to substantiate expenditures for work performed. With no supporting documentation for incurred costs, the contract manager cannot substantiate expenditures for work performed.

SCDD relies on a number of grants and contracts to meet the requirements of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Families of Children with Disabilities Support Act of 2000. The integrity of the contracting and granting process is vital to the State continuing to receive federal funds and achieve program objectives and goals.

Recommendations:

- A. Ensure compliance with DGS delegated purchasing authority requirements, specified in the DGS State Contracting Manual, Volume 1. Submit contracts greater than \$50,000 to DGS for approval in compliance with delegated authority.
- B. Develop contracting and reimbursement procedures to ensure scopes and budgets of future contracts and grants are written with sufficient detail that the contract manager can properly monitor all administrative and grant contracts.
- C. Require contractors to submit supporting documentation with reimbursement requests and develop procedures for SCDD staff to verify supporting documentation prior to approving reimbursement requests.

As stated above, these concerns and deficiencies, if not addressed, could result in management override of controls not being prevented or detected and could result in the occurrence of fraud, waste, or abuse of state resources.

If you have any questions regarding this letter, please contact Susan Botkin, Manager, at (916) 322-2985.

Sincerely,



David Botelho, CPA
Chief, Office of State Audits and Evaluations

cc: Ms. Carol Risley, Executive Director, State Council on Developmental Disabilities

AGENDA ITEM DETAIL SHEET

ISSUE: EXECUTIVE DIRECTOR EVALUATION

BACKGROUND: In accordance with federal law, (42 USC 15025(c)(9)), the California State Council on Developmental Disabilities (Council) shall supervise the Council Executive Director and shall evaluate their performance an annual basis.

ANALYSIS/DISCUSSION: On July 30, 2012, the Executive Director evaluation was sent to all Council members and applicable staff to complete and return to the Council Chairperson, Mr. Leroy Shipp, by August 30, 2012.

The Council's Executive Committee is charged with the responsibility of making recommendations to the Council regarding the evaluation of the executive director (Bylaws – Article IX, Sections 2(e)(1)(I)).

On September 5, 2012, the Executive Committee reviewed the evaluations and took action to make a recommendation to the Council.

COUNCIL STRATEGIC PLAN OBJECTIVE: None

PRIOR COUNCIL ACTIVITY: The current Executive Director, Ms. Carol J. Risley, was appointed by the Council on July 20, 2010 and began employment on September 1, 2010. Her performance was evaluated on September 21, 2011 during the regular Council meeting.

RECOMMENDATION(S): The Council will hear and consider the recommendation from the Executive Committee and take appropriate action. NOTE: all discussions regarding salary must occur in open session.

ATTACHMENTS(S): 2012 Executive Director Evaluation.

PREPARED: Melissa C. Corral, August 17, 2012



STATE COUNCIL ON DEVELOPMENTAL DISABILITIES EXECUTIVE DIRECTOR EVALUATION 2012

I. PROCESS

The Developmental Disabilities Assistance and Bill of Rights Act of 2000 (federal DD act), requires that the Executive Director of the Council be evaluated on an annual basis.

The process for evaluating the Executive Director is:

1. The Chairperson of the Council coordinates the Executive Director Evaluation. He/she distributes the Performance Evaluation Form.
2. Each Council member is requested to complete the Performance Evaluation Form. Once completed, the form is returned to the Chairperson.
3. Staff members will be sent Narrative Questions only. These must be returned to the Chairperson.
4. The Executive Director will complete the Performance Evaluation Form for herself/himself and discuss her/his self evaluation with the Chairperson.
5. Each Performance Evaluation Form is logged onto a worksheet and summarized.
6. A final summary report is produced.
7. The Executive Director Evaluation will on a Council Meeting agenda as a closed session item.
8. In open session, the Executive Director and Council then discuss any salary issues.
9. This information is then processed through the Council's Personnel Unit.

II. INSTRUCTIONS

Please use the rating levels: “**N/I**” (Needs Improvement) “**A**” (Meets Standards/Acceptable), or “**O**” (Exceeds Standards/Outstanding). If you do not know about a particular area, mark **Do Not Know**.

Rating Factor	Needs Improvement (N/I)	Meets Standards Acceptable (A)	Exceeds Standards Outstanding (O)
Work quantity	Executive Director does not produce enough work.	Executive Director produces the proper amount of work.	Executive Director produces a lot of work.
Work Quality	Executive Director does not have work skills.	Executive Director has the work skills and works accurately.	Executive Director's work is always accurate and orderly and works with superior skill.

III. EXECUTIVE DIRECTOR EVALUATION

ASSISTANCE TO COUNCIL MEMBERS	Don't Know	Needs Improvement	Acceptable	Outstanding
Assists the Council in scheduling, planning and preparing for Council and committee meetings.				
Assists the Council in the development of agency policy, organizational goals, objectives and budgets.				
Assists the Council in the development of policy decisions regarding issues that affect the rights and interests of persons with disabilities.				
Assists the Council in making sure that the Council follows all federal and state laws and regulations, including providing and interpreting information.				
Assists the Council in the development of the goals and objectives of the Council's 5 year state and strategic plan.				
Provides regular reports to the Council on the state and strategic plan and emerging issues and provides recommendations.				

PERSONNEL	Don't Know	Needs Improvement	Acceptable	Outstanding
Assures that staff are supervised and coordinated effectively in order to carry out all of the Council's goals and objectives.				
BUDGET				
Develops, implements and manages the Council approved budget.				
Ensures that budget is legal and uses acceptable accounting and fiscal management practices.				
Assures that the Council receives budget information.				
Makes contracts on behalf of the Council consistent with approved goals, objectives, plans and budget actions.				

PUBLIC AND AGENCY LIAISON	Don't Know	Needs Improvement	Acceptable	Outstanding
Maintains effective relationships between the Council, the federal Administration on Developmental Disabilities and State funding agencies.				
Maintains effective relationships and works with other advocacy organizations with similar goals and objectives.				
Maintains effective relationship and liaison with the National Association of Councils on Developmental Disabilities (NACDD).				
ADAPTABILITY RATING				
Able to assume a variety of roles and responsibilities related to the position and perform with required knowledge/skills.				
Able to respond well to changing job requirements and work conditions, including unanticipated/exceptional administrative and/or programmatic events.				

EXPRESSION	Don't Know	Needs Improvement	Acceptable	Outstanding
Able to clearly/concisely convey information (e.g., interpreting regulations, presenting reports, articulating needs/priorities, giving instructions) orally and in writing.				
Able to organize coherent presentations and effectively highlight/summarize key points and issues.				
INTERPERSONAL RELATIONS				
Demonstrates sensitivity and good judgment.				
Is helpful and friendly.				
Resolves conflicts in an objective manner.				

IV. NARRATIVE QUESTIONS

1. What impressed you the most about the Executive Director's performance this year?

2. In what areas has the Executive Director shown exceptional improvement?

3. What specific recommendations do you have for the Executive Director?

4. What should be the priorities for the Executive Director over the next year?

5. Do you have any additional comments regarding the Executive Director's performance?

Council Member Signature

Date

Return your completed evaluation form to:

Leroy Shipp, Chairperson
240 Skyline Blvd.
Oroville, CA 95966
Pickenpower1@sbcglobal.net

EXECUTIVE DIRECTOR EVALUATION 2012 TIMELINE

- July 31, 2012 Evaluation sent out to all Council members with a return date of **August 30, 2012** to the evaluation coordinator.
- September 5, 2012 Council chairperson presents the evaluation materials, statistical data and all information to the Executive Committee during a closed session.
- September 15, 2012 Executive Committee presents the evaluation and their recommendation to the full Council during a closed session. Announces any Council action and conducts any salary discussion in open session.

Amended per Executive Committee on 8/14/12

COUNCIL AGENDA ITEM DETAIL SHEET

ISSUE: Nominating Committee

BACKGROUND: The election of Council officers shall occur once every two years during the last meeting of the appropriate calendar year. Only self and family advocate members shall be eligible to hold office.

ANALYSIS/DISCUSSION: In order to have an election in 2012, a Nominating Committee must be established. The Council Bylaws state that the Nominating Committee must:

- (a) Be composed of at least three (3) and not more than five (5) Council members.
- (b) Be elected by the Council at the September Council meeting from a slate of nominations presented by the Executive Committee.
- (c) Serve for one year. Be elected at least forty-five (45) days prior to the annual election.

COUNCIL STRATEGIC PLAN OBJECTIVE: None

PRIOR COUNCIL ACTIVITY: The Executive Committee met on August 14, 2012 and took action to recommend the following slate of nominations for the Nominating Committee without regard to order:

Leroy Shipp
Ray Ceragioli
Jorge Aguilar
Dan Boomer
Jennifer Allen

EXECUTIVE COMMITTEE RECOMMENDATION: Elect the above members to serve as the Nominating Committee.

ATTACHMENT(S): 2012 Council Bylaws

PREPARED: Melissa C. Corral, August 14, 2012

State Council on Developmental Disabilities



BY-LAWS

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CALIFORNIA STATE COUNCIL ON DEVELOPMENTAL DISABILITIES

BY-LAWS

(Revised – June 2010)

ARTICLE I. NAME & DEFINITIONS

The name of this organization shall be the State Council on Developmental Disabilities.

ARTICLE II. RESPONSIBILITIES

The responsibilities of the State Council on Developmental Disabilities are set forth in 42 United States Code Section 51001 et. seq. and Sections 4433.5 and 4520 et. seq. of the California Welfare and Institutions Code.

ARTICLE III. PRINCIPAL OFFICE

The principal office of the Council shall be located in the County of Sacramento, California. The Council may change the principal office from one location to another within the county.

ARTICLE IV. AREA OF SERVICE

The area of service shall be the State of California.

ARTICLE V. MEMBERSHIP

Appointment to the Council requires each member to fully discharge his/her duties consistent with the responsibilities of representing persons with developmental disabilities. The membership of the Council shall consist of the categories of people in accordance with state and federal law.

SECTION 1. Appointments:

Pursuant to Division 4.5, Chapter 2, Article 1, Section 4521 (b)(1), (2), and (3) of the Welfare and Institutions Code, there shall be thirty-one (31) voting members on the Council appointed by the Governor, as follows:

- (a) Twenty (20) members of the Council shall be persons with a developmental disability (self-advocates) or parents, siblings, guardians or conservators (family-advocate) of these persons. In these By-laws these persons are referred to as self-advocates and family-advocates. Of the 20 members, thirteen (13) shall each be current members of the 13 Area Boards, one member from each board and representing consumers and families in their local catchment area; and, seven (7) shall be members at large that are comprised as follow: three (3) persons with developmental disabilities; one (1) person who is a parent, immediate relative, guardian, or conservator of a resident in a developmental center; one (1) person who is a parent, immediate relative, guardian, or conservator of a person with a developmental disability living in the community; one (1) person who is a parent, immediate relative, guardian, or conservator of a person with a developmental

disability living in the community nominated by the Speaker of the Assembly; and, one (1) person with a developmental disabilities nominated by the Senate Committee on Rules.

- (b) Eleven (11) members of the Council shall include: directors or members, as appropriate, of State departments or agencies or of local agencies as prescribed in state and federal laws. These persons are referred to as agency representatives in these By-laws and shall include three (3) members appointed to represent the University Centers for Excellence (UCE) programs funded by the Administration on Developmental Disabilities as the three California UCEs.
- (c) Prior to appointing the thirty-one (31) members, the Governor shall request and consider recommendations from organizations representing or providing services, or both, to persons with developmental disabilities and shall take into account socioeconomic, ethnic, and geographic considerations of the state. The Council may, at the request of the Governor, coordinate Council and public input to the extent feasible to the Governor regarding recommendations for membership.

SECTION 2. Term of Office:

The term of office on the State Council shall be in accordance with state law. The term of each self or family advocate member shall be for three years. In no event shall any self or family advocate member serve for more than a total of six years.

SECTION 3. Conflict of Interest:

Pursuant to California Welfare and Institution Code Section 4525 the Council's approved Conflict of Interest Policy, is incorporated by reference into these By-laws.

SECTION 4. Vacancies:

A vacancy on the Council exists if any of the following events occur before the expiration of the term:

- (a) The death of the member.
- (b) An adjudication pursuant to a legal proceeding declaring that the member is physically or mentally incapacitated due to disease, illness, accident, or other condition **and** there is reasonable cause to believe that the member will not be able to perform the duties of office for the remainder of his/her term.
- (c) The member's resignation.
- (d) The member's removal from office.
- (e) The member's ceasing to be a legal resident of the state or the area the member was appointed to represent.
- (f) The member's absence from the state without the permission required by law beyond the period allowed by law.
- (g) The member's ceasing to discharge the duties of his/her office for the period of three consecutive meetings, except when prevented by sickness, or when absent

from the state with the permission required by law. After three (3) consecutive unexcused absences, a member shall be considered as having ceased to discharge the duties of Council membership. An unexcused absence is an absence of a member when previous notice of absence has not been given to the Council Chair or Committee Chair and to the Executive Director by telephone, email, or mail.

- (h) The member's conviction of a felony or any offense involving a violation of his/her official duties. A member shall be deemed to have been convicted under this section when trial court judgment is entered.
- (i) The member's refusal or neglect to file his/her required oath, or declaration of conflict of interests within the time prescribed after being provided notice of non-compliance and a reasonable time to comply.
- (j) The decision of a competent tribunal declaring void the member's election or appointment.
- (k) The making of a vacating order or declaration of vacancy.
- (l) The member assumes a position or responsibility that violates the Council's conflict of interest policy.

The Governor shall be notified when a vacancy occurs and shall appoint a person to serve the unexpired term of the member being replaced.

SECTION 5. Resignations:

Members shall serve a designated term unless they resign, or are otherwise disqualified to serve, or until successors have been appointed, up to the maximum years allowed by State law. Any member may resign at any time by giving written notice to the Chairperson and to the Executive Director. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Compensation and Expenses:

Self-advocate and family advocate members of the State Council shall receive honoraria pursuant to Government Code 11564.5, and Welfare and Institution Code Section 4550 not to exceed fifty (50) days in any fiscal year. All members shall be reimbursed for authorized actual and necessary expenses incurred in connection with the performance of their duties as Council members, in accordance with state regulations in the State Administrative Manual.

ARTICLE VI. MEETINGS

SECTION 1. Parliamentary Authority:

- (a) All meetings of the Council and its committees are public meetings governed by the Bagley-Keene Open Meeting Act (Government Code Section 11120, et. seq.).
- (b) Robert's Rules of Order shall be utilized as the rules for all Council and committee

meetings except in instances of conflict with these By-laws, or provisions of State or federal law or regulations. The Vice-Chairperson shall serve as Parliamentarian.

- (c) The Council may adopt, from time-to-time, such policies and rules for the conduct of its meetings and affairs as may be required.

SECTION 2. Meetings:

- (a) There shall be no less than six (6) and no more than twelve (12) meetings of the Council per year.
- (b) Special meetings of the Council may be called by the Chairperson or, in case of absence or inability to act by the Chairperson, by the Vice-Chairperson. In case of a refusal to act by the Chairperson, a special meeting may be called by written request of nine (9) members of the Council. Only matters specified in the written notice of the meeting shall be considered at such a meeting.
- (c) Regular or special meetings of the Council shall be held at a place, date, and time designated by the Council or selected by the Chairperson.

SECTION 3. Quorum:

- (a) A quorum for the Council shall be a simple majority of the statutory required membership.
- (b) A quorum for each Council committee and sub-committee shall be a simple majority of the appointed members of that committee.

SECTION 4. Voting Rights of Members:

- (a) Each member shall be entitled to one vote, to be exercised in person. Proxy voting shall not be permitted.
- (b) Except as otherwise specifically provided in State law or these By-laws, all matters submitted for determination shall be decided by a majority vote.

SECTION 5. Chairperson Pro Tem:

If neither the Chairperson nor Vice-Chairperson is present to preside at a Council meeting, a chairperson pro tem shall be elected by the majority vote of the Council members present.

ARTICLE VII. OFFICERS

SECTION 1. Officers:

The officers of the Council shall be a chairperson and a vice - chairperson elected from among the self and family advocate members. These officers shall perform the duties described in these By-laws.

SECTION 2. Election of Member Officers:

Election of officers shall occur once every two years. The election shall be held during the last meeting of the appropriate calendar year. Only self and family advocate members shall be eligible to hold office.

SECTION 3. Voting Procedure:

Council officers shall be elected by a majority vote. Recommendations for officers shall be in the form of nominations from the Nominating Committee. Nominations may also be received from the floor prior to the election, but subsequent to the report of the Nominating Committee.

SECTION 4. Term of Office:

The Chairperson and Vice-Chairperson shall be elected for a term of two years. Individuals may be elected to these positions for no more than two consecutive terms. Their term of office shall begin the first day of the new calendar year.

SECTION 5. Vacancies:

If the Chairperson resigns or is permanently unable to serve during the term of office pursuant to Article V Section 4, the Vice-Chairperson shall become the Chairperson for the remainder of such term. Upon the vacancy of the Vice-Chairperson's term of office or if the Vice-Chairperson resigns or is permanently unable to serve during the term of office, the Chairperson shall appoint an interim Vice-Chairperson to serve until an election is conducted. The Chairperson shall also appoint a nominating committee of at least three (3) but not more than five (5) Council members that will provide a slate of nominations for the election of Vice-Chairperson during the next appropriate Council meeting.

The voting procedure established in Article VII, Section 3 shall be used for the election process of the permanent Vice-Chairperson.

SECTION 6. Duties of the Officers:

- (a) Chairperson - The responsibilities of the Chairperson are: to preside at all meetings of the Council; to appoint chairpersons and members to all Council committees, except the Nominating Committees, to appoint Council representatives in relation to other agencies and consumer groups; and to represent the Council as needed. The Chairperson shall have full voting rights on all Council actions.
- (b) Vice-Chairperson - The responsibilities of the Vice-Chairperson are to perform all the duties of the Chairperson if the Chairperson is absent or if the Chairperson requests the Vice-Chairperson to do so. When acting in the capacity of the Chairperson, the Vice-Chairperson has the same authority as the Chairperson. The Vice-Chairperson also; serves as Chair of the Executive Committee and as Parliamentarian.

SECTION 7. Removal from Office:

Action to remove an officer shall be in accordance with the following procedure:

- (a) Written notification must be submitted by registered mail to the Executive Director from Council member(s) describing the specific cause for which removal is sought.
- (b) The Executive Director shall notify the officer charged by registered mail within two (2) working days of receiving the charges. Any member so notified shall have ten (10) days to respond to the group or individual responsible for notification. Following this ten (10) day period, the responsible parties shall notify the Executive Director within ten (10) days as to whether or not they wish to request removal of the officer. If the responsible parties are satisfied by the officer's response that no sufficient cause exists, the matter will be closed with written notice to the Executive Director and to the officer.
- (c) If the group or individual requesting removal is not satisfied by the response of the officer or if the officer fails to respond in ten (10) days, the Executive Director shall put the issue on the agenda at the beginning of the next Council meeting and inform the Council members as to the purpose of the agenda item.
- (d) Written charges shall be distributed and reviewed at the specified meeting of the Council.
- (e) A majority vote shall be required to remove a chairperson or vice-chairperson from office. If removal of the Chairperson is under consideration, the vice-chairperson shall preside.

ARTICLE VIII. EXECUTIVE DIRECTOR**SECTION 1. Appointment:**

- (a) The Executive Director of the Council shall be appointed by and serve at the will of the Council in a position exempt from all civil service requirements pursuant to the California Constitution, Article 7, section 4(b) and Welfare and Institutions Code Section 4551(a)(2). The appointment of the Executive Director shall occur during a regular or special meeting of the Council.
- (b) A performance review of the Council Executive Director shall be coordinated by the Executive Committee and conducted annually by the full Council.

SECTION 2. Responsibilities and Duties:

- (a) The Executive Director shall be the chief administrative officer of the Council and shall have all the authority and responsibility assigned to the director of a state agency including budget, personnel, and contractual transactions. These include authority for entering into and execution of agreements on behalf of the Council in order to implement the policies of the Council.

- (b) The Executive Director shall be under the direction and control of the Council and shall do and perform such other duties as may be assigned by the Council.
- (c) The Executive Director shall serve as clerk to the Council.

SECTION 3. Removal:

- (a) Action to remove the Executive Director of the Council shall be conducted in accordance with Government Code Section 11120, et. seq.
- (b) The Executive Committee of the Council may recommend removal of the Executive Director during a regular or special meeting. This recommendation shall be taken to the Council during a regular or special meeting for discussion and action.
- (c) A majority vote, during a regular or special Council meeting, shall be required to remove the Executive Director from his or her exempt appointment.

ARTICLE IX. COMMITTEES

SECTION 1. Authority:

- (a) Subject to the provision of these By-laws, all committees, with the exception of the Executive Committee, shall be advisory and shall not have the power to bind the Council except when specifically authorized by the Council to do so. Recommendations made by advisory committees shall be presented to the Council for adoption in the form of a motion.
- (b) Subject to provision of these By-laws, a vacancy in the membership of a committee, except the Nominating Committee, may be filled by the Council Chairperson.
- (c) A committee may meet upon call of the chairperson of the committee or the Council Chairperson.
- (d) Unless otherwise specified in these By-laws, the Chairperson and the Executive Director of the Council shall serve ex officio, without vote, on all committees, except the Nominating Committee.
- (e) A committee member may be removed from the committee by the Council Chair after three (3) consecutive unexcused absences. An unexcused absence is an absence of a member when previous notice of absence has not been given to the Committee Chair or Executive Director or appropriate Deputy Director by telephone, e-mail or mail.

SECTION 2. Standing Committees:

- (a) There shall be five (5) standing committees of the State Council:
 - (1) Executive
 - (2) Legislative and Public Policy
 - (3) Program Development
 - (4) Self-Advocates Advisory
 - (5) Employment First

- (b) The chairperson and members of each of the standing committees shall be appointed by the Council chairperson. In the event of a vacancy for any reason in membership or the chair, a successor may be appointed by the Council Chairperson. In appointing standing committee chairpersons, the Council Chairperson may request volunteers from the Council's self and family advocate members. All committee chairperson appointments shall be announced to the Council at the next available Council meeting.

- (c) The membership of all standing committees, except the Executive Committee, shall be open to non-members of the Council. The expenses of non-Council members may be reimbursed on the same basis as a Council member with the exception of the honorarium.

- (d) All members of the Council shall be expected to serve on at least one standing committee of the Council.

- (e) The charge of each of these committees shall be as follows:
 - (1) Executive Committee
The Executive Committee shall serve as the coordinating body to the Council. The Committee shall:
 - [a] Consist of the Council Chairperson, Vice-Chairperson, chairperson of the Legislative and Public Policy Committee, chairperson of the Program Development Committee, chairperson of the Strategic Planning Subcommittee, chairperson of the Self-Advocates Advisory Committee, chairperson of the Employment First Committee and two (2) other Council members. One (1) shall be a self-advocate and one (1) shall be a family member of a self-advocate.
 - [b] Be chaired by the Council Vice-Chairperson.
 - [c] Act on behalf of the Council between meetings, but shall not modify any action taken by the Council unless authorized by the Council to do so. The full Council at the next regular or special meeting shall receive a report of all Executive Committee actions taken between Council meetings as necessary.

- [d] Administrative matters shall be a standing agenda item at every meeting and shall include but not be limited to, budget reports, expenditure reports and other major administrative issues.
- [e] Make recommendations to the Council regarding approval of Community Program Development Grants (CPDG) projects to be funded, and allocations.
- [f] Appoint members of CPDG Grant Review team as needed.
- [g] Provide direction to the Executive Director regarding all matters pertaining to Council responsibilities.
- [h] Make recommendations to the Council regarding amendments to the By-laws, changes in committee structure or responsibilities.
- [i] Make recommendations to the Council regarding Council member training.
- [j] Make recommendations to the Council regarding the presentation of awards on behalf of the Council.
- [k] Make recommendations to the Council regarding matters assigned by the Council or the Council Chairperson.
- [l] Make recommendations to the Council regarding the appointment, evaluation, or removal of the Executive Director.
- [m] Monitor and evaluate California State Strategic Plan on Developmental Disabilities implementation and submit findings to the Council.
- [n] Review and make recommendations to the Council regarding area boards' requests to initiate litigation per Welfare and Institution Code Section 4548(g)(4) and (6).
- [o] Coordinate the Council's litigation activities, as needed, and make recommendations to the full Council.
- [p] Make appointments to and receive recommendations from the Strategic Planning Sub-Committee.
- [q] Present a slate of nominees to be elected to the Nominating Committee. Election to the Nominating Committee shall occur at the

September Council meeting during election years.

1. Strategic Planning Sub-Committee

The Subcommittee shall:

- (a) Advise the Executive Committee on the collection and reporting of information on needs, including unmet needs, priorities and emerging issues
- (b) Make recommendations to the Executive Committee regarding policy priorities for the California State Strategic Plan on Developmental Disabilities
- (c) Assist the Council in the implementation and reporting of the goals and objectives of the Council's California State Strategic Plan on Developmental Disabilities.
- (d) Coordinate planning implementation with the other Committees of the Council.

(2) Legislative and Public Policy Committee

The Legislative and Public Policy Committee shall implement the California State Strategic Plan on Developmental Disabilities objectives as assigned by the Council. The Committee shall:

- [a] Be composed of at least seven (7) members.
- [b] Review, comment and recommend positions on significant proposed legislation and/or proposed regulations.
- [c] Recommend legislation consistent with Council's responsibilities and objectives.
- [d] Recommend initiatives and policies consistent with Council responsibilities and objectives.
- [e] Provide testimony and recommendations to the Legislature with regard to matters pertaining to people with developmental disabilities.
- [f] Respond to other responsibilities as assigned by the Council or Council Chairperson.

(3) Program Development Committee

The Program Development Committee shall advise the Council in the development of services and projects designed to improve the quality of life for individuals with developmental disabilities and their families

The Committee shall:

- [a] Be composed of at least seven (7) members.
- [b] Make recommendations to the Council regarding the Community Program Development Grant (CPDG) application process and suggested priorities/criteria for proposals.
- [c] Develop methods to market and implement successful CPDG projects throughout the State.
- [d] Carry out other responsibilities as assigned by the Council or the Council Chairperson.

(4) Self-Advocates Advisory Committee

The Self-Advocates Advisory Committee shall advise the Council regarding self-advocacy issues involving the Council and the community. The Committee shall:

- [a] Be composed of all self-advocate members of the Council.
- [b] Advise the Council regarding self-advocate needs related to serving the Council including manners in which to ensure participation and inclusion in all meetings.
- [c] Advise the Council regarding policies, programs and any other area affecting self advocates in California.
- [d] Review materials and other Council produced information to evaluate and make recommendations regarding plain language approaches.

(5) Employment First Committee

The Employment First Committee is responsible for ensuring the development of an Employment First Policy which has the intended outcome of significantly increasing the number of individuals with developmental disabilities who engage in integrated, competitive employment. The Committee shall:

- [a] Be composed of a representative from each of the following:
 - (1) The Department of Developmental Services

- (2) The Department of Rehabilitation
 - (3) The California Department of Education
 - (4) One from each of the three University Centers of Excellence in California
 - (5) Disability Rights California
 - (6) Employment Development Department
 - (7) Family Resource Center Network
 - (8) Association of Regional Center Agencies
 - (9) Service Employees International Union
 - (10) The ARC
 - (11) Four self-advocates
 - (12) Four family advocates
 - (13) Such others as deemed needed to implement the responsibilities of the Council.
- [b] Identify the respective roles and responsibilities of state and local agencies in enhancing integrated, competitive employment for people with developmental disabilities.
- [c] Identify strategies, best practices, and incentives for increasing integrated, competitive employment opportunities for people with developmental disabilities, including, but not limited to, ways to improve the transitional planning process for students 14 years of age or older, and to develop partnerships with, and increase participation by, public and private employers and job developers.
- [d] Identify existing sources of employment data and recommend goals for, and approaches to measuring progress in, increasing integrated, competitive employment for persons with developmental disabilities.
- [e] Recommend legislative, regulatory, and policy changes for increasing the number of individuals with developmental disabilities in integrated, competitive employment, self-employment, and microenterprises and who earn wages at or above minimum wage.
- [f] Provide an annual report to the Governor and Legislature by July 1 of each year that describes the work and recommendations of the Committee.

SECTION 3. Nominating Committee:

The Nominating Committee shall provide advice to the Council relative to the bi-annual election of Council officers. The Committee shall:

- (a) Be composed of at least three (3) and not more than five (5) Council members.
- (b) Be elected by the Council at the September Council meeting from a slate of nominations presented by the Executive Committee.
- (c) Serve for one year. Be elected at least forty-five (45) days prior to the annual election.

SECTION 4. Committees, Sub-Committees and Ad-Hoc Committees and Task Forces:

- (a) Committees, Sub-committees, Ad-Hoc committees and Task Forces may be established by the Council to carry out specified California State Strategic Plan on Developmental Disabilities objectives and purposes of the Council.
- (b) The term of office and, qualifications of these groups' chairpersons and members shall be established by the Council. The membership of Sub-Committees and Ad-Hoc committees shall be open to non-members of the Council and shall be appointed by the Chairperson of the Council. The expenses of non-Council members may be reimbursed on the same basis as a Council member with the exception of the honorarium.

ARTICLE X. COUNCIL GENERAL PROVISIONS

SECTION 1. Certification and Inspection:

The original or a copy of the By-laws, as amended or otherwise altered to date, certified by the Council shall be recorded and kept in a book that shall be kept in a location in the principal office of the Council, and such book shall be open to public inspection at all times during office hours.

SECTION 2. Records, Reports and Inspection:

- (a) The Council shall maintain adequate and correct accounts, books and records of all its business and properties.
- (b) Such records shall be kept at its principal place of business. All books and records shall be open to inspection by the Council and the general public, except those records or data regarding an employee, if such disclosure would constitute an unwarranted invasion of personal privacy, or records of the Council relating to its participation in a judicial proceeding.
- (c) An annual financial report and budgets shall be available for inspection at the Council's principal place of business.

ARTICLE XI. AMENDMENTS OF BY-LAWS

Subject to the limitations of federal and state law, these By-laws shall be reviewed annually. The Executive Committee shall be responsible for the annual review of the By-laws, submitting recommendations for adoption of new By-laws and amendments or repeal of existing By-laws to the Council. These By-laws may be amended, repealed or adopted by a two – thirds majority during any regular or special meeting of the Council so long as a draft of the proposed action was submitted in writing to the Council at least ten (10) days prior to the meeting.

ARTICLE XII. INDEMNIFICATION

SECTION 1. Definitions:

For the purposes of this Article XII, “agent” means any person who is or was a director or member as appropriate, officer, employee, or other agent of the Council. Proceeding means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and expenses include without limitation attorney’s fees and any expenses of establishing a right to indemnification under Section 4 or 5(b) of this Article XII.

SECTION 2. Indemnification in Actions by Third Parties:

The Council shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Council to procure a judgment in its favor, by reason of the fact that such person is or was an agent of the Council, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Council and, in the case of a criminal proceeding, has no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Council or that the person had reasonable cause to believe that the person’s conduct was unlawful.

SECTION 3. Indemnification in Actions by or in the Right of the Council:

The Council shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Council, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Council, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Council, and with such care, including reasonable inquiry as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- (a) In respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Council in the performance of such person’s duty to

the Council, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action, which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

SECTION 4. Indemnification Against Expenses:

To the extent that an agent of the Council has been successful on the merits in defense of any proceeding referred to in Section 2 or 3 of this Article XII or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

SECTION 5. Required Determinations:

Except as provided in Section 4 of this Article XII any indemnification under this Article XII shall be made by the Council only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or 3 of this Article XII, by:

- (a) A majority vote of a quorum consisting of directors or members as appropriate, who are not parties to such proceeding; or
- (b) The court in which such proceeding is or was pending upon application made by the Council or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Council.

SECTION 6. Advance of Expenses:

Expenses incurred in defending any proceeding may be advanced by the Council prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article XII.

SECTION 7. Other Indemnification:

No provision made by the Council to indemnify its or its subsidiary's directors or members as appropriate, or officers for the defense of any proceeding, whether contained in the Articles, Bylaws, a resolution directors or members as appropriate, or an agreement, or otherwise, shall be valid unless consistent with this Article XII. Nothing contained in this Article XII shall affect any right to indemnification to which persons other than such directors or members as appropriate, and officers may be entitled by contract or otherwise.

SECTION 8. Forms of Indemnification Not Permitted:

No indemnification or advance shall be made under this Article XII, except as provided in Section 4 or 5(b), in any circumstances where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these By-laws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

COUNCIL AGENDA ITEM DETAIL SHEET

ISSUE: 2013 State Council Grant Cycle

BACKGROUND: Each federal fiscal year, the Council administers grants to community-based organization to fund new and innovative program development projects. All projects are designed to implement the California State Strategic Plan on Developmental Disabilities (Plan) goals and objectives and improve and enhance services for Californians with developmental disabilities and their families. Program Development Grants (PDG) provides funding for new approaches to serving Californians with developmental disabilities that are part of an overall strategy for systemic change.

On April 10, 2012, the Council's Executive Committee adopted the recommendation from the area boards to allocate each area \$20,000 for local projects; limiting local projects to no more than two per area; encouraging regional collaboration; use remaining funds for a statewide, potentially multi-year project; and require a standardized evaluation process be developed and implemented for all projects.

On May 17, 2012, the Council adopted a motion to focus \$360,000 statewide grant funds for Cycle 35 on youth transition to integrated competitive employment and agreed upon principles to be included in then request for proposals for these grants.

On June 13, 2012, the Council issued the formal request for proposal (RFP) for Cycle 35 statewide grant application.

As of the deadline of July 27, 2012, 5 p.m., the Council received a total of 33 applications. One additional application arrived after the deadline and was rejected consistent with the RFP (Section C. a. 5.).

On August 23, 2012, the Program Development Fund Committee met to review and score the proposals and develop a recommendation for funding to be presented at the September 12, 2012 Council meeting.

ANALYSIS/DISCUSSION: Attached is a chart listing all of the proposals reviewed and scored by the Committee including a short summary of the proposal, name of applicant, and the amount requested. Copies of the full proposals are posted online along with the agenda packet for the August 23, 2012 Program Development Fund Committee meeting, therefore this packet only contains the proposal(s) recommended for funding.

COUNCIL STRATEGIC PLAN OBJECTIVE: Goal #2: Individuals with developmental disabilities and their families become aware of their rights and receive the supports and services they are entitled to by law across the lifespan, including early intervention, transition into school, education, transition to adult life, adult services and supports, and senior services and supports. Goal #6: Young adults with developmental disabilities and their families get the information and support to be prepared for and experience a successful transition to adult life. Goal #9: Working age adults with developmental disabilities have the necessary information, tools, and supports to succeed in inclusive and gainful work opportunities.

PRIOR COUNCIL ACTIVITY: See Background above.

PDC RECOMMENDATION(S): To award a two year Cycle 35 Program Development Grant in the amount of \$359, 782 per year to Jay Nolan Community Services.

ATTACHMENTS: The draft PDC minutes, a copy of the proposal(s) recommended for funding by PDC, the summary chart of all proposals received, and the Cycle 35 Request for Proposal (RFP).

PREPARED BY: Kristie Allensworth, August 27, 2012.

Draft

Program Development Committee (PDC) Meeting Minutes

August 23, 2012

Attending Members

Lisa Cooley (Chair

Patty O'Brien

Jennifer Walsh

Members Absent

Jonathan Clarkson

Molly Kennedy

Others Attending

Roberta Newton

Kristie Allensworth

Michael Brett

1. Call to Order

Lisa Cooley called the meeting to order at 10:24 a.m. and established a quorum.

2. Welcome and Introductions

Members and staff introduced themselves.

3. Public Comments

There were no public comments.

4. Approval of Meeting Minutes

The meeting minutes from May 14, 2012 were voted on as approved by members present

5. 2013 Council Grant Cycle

Roberta Newton, Acting Deputy Director for the State Council, gave an overview of what the Council is looking for in the grants. The RFP put out by the Council called for new and innovative programs focused on transition of youth from high school to employment or to post-secondary education leading to employment. The Council has \$360,000.00 available for one or more grants. Committee members reviewed the guiding principles contained in the RFP.

6. Recommendation for Grant(s) to be Awarded for 2013

After thoroughly reviewing the scores of all 33 applicants, it was determined that Jay Nolan Community Services had the highest score overall. It was also the only proposal to receive a score higher than 85 from each scorer. It was moved, seconded and carried unanimously (Walsh/O'Brien) to recommend to the Council that Jay Nolan Community Services be awarded a two year PDF grant in the amount of \$359,782 for each year.

Recommendation to Revise Evaluation Sheet

Patty O'Brien, made a motion to revise the evaluation sheet by adding and defining a low, middle, high range on the sheet. She requested that this be brought to the Council for approval.

7. Adjournment

The meeting was adjourned at 2:00 p.m.

Cover Page

Education, Empowerment and Employment for Success

Application

Community Program Development Grant Cycle 35

July 2012

Submitted by:

Jay Nolan Community Services

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in collaboration with

Easter Seals Southern California

and

Griffin Hammis and Associates

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Education, Empowerment and Employment for Success

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Education, Empowerment and Employment for Success

Statement of Purpose/Overall Approach

Although the employment service delivery system has been highly focused on improving school to work strategies, the number of individuals with disabilities graduating from school with jobs continues to be very low. Today only 28% of individuals with disabilities being served by Community Rehabilitation Programs (CRP) are receiving support in integrated employment (Domin & Butterworth, 2012). As reported in the Council's RFP, only (14%) of adults with developmental disabilities in California currently achieve employment following high school.

The Center for Transition to Employment for Youth with Disabilities found that *the top two predictors to students having paid integrated employment after graduation are:*(1) Family members expressing interest in *paid* community employment; and (2) Students experiencing *paid* community employment before leaving school.

California 2012-2016 Council State Plan includes the following Goal #9: **“Working age adults with developmental disabilities have the necessary information, tools and supports to succeed in inclusive and gainful work opportunities.”** Jay Nolan Community Services, in partnership with Easter Seals Southern California and Griffin Hammis Associates, proposes to work with individuals from the “Youth Target Population” and families on innovative strategies to significantly improve transition outcomes for both competitive employment and post-secondary education to advance career development. Our 2-year proposal creates sustainable and replicable strategies. Nationally a growing number of CRP’s are experiencing improved employment outcomes by working directly with students to attain employment outcomes before graduation or soon after using customized employment strategies.

Jay Nolan Community Services is a highly Person Centered organization that focuses on providing supported employment, along with supported living and an array of other individualized family/children services. Easter Seals Southern California also provides supported employment, customized employment, and an array of services, including working with a number of high schools. Griffin Hammis Associates (GHA) operates an internationally recognized consultancy company with staff and special project consultants located in twenty states. The staff at GHA has been providing direct employment services, managing employment services, training, TA, and systems change projects for a combined 200 + years. GHA maintains critical partnerships with major universities, family groups, advocates, state and federal agencies, rehabilitation training entities, and employs a host of content experts.

We will work with advocacy and parent groups, students, young adult job seekers, and high schools to provide training on customized employment options for high school students and their families. These trainings will focus on the importance of going to work and the essential elements of customized employment and partnering with adult funders and service providers. Careful attention will be given to attract participants from diverse socio economic and cultural backgrounds, particularly those students underrepresented due to perception of employability. From the trainings, we will recruit job seekers from ages 17-30 and their families who are interested in working towards employment. We will assist these individuals in creating employment teams including the job seeker, and his/her family, friends, the school transition coordinator and DR counselor. One key element of this project is to work with families to support each other on **"Family Directed Discovery"** and to support each other long after the grant is over. A detailed work plan will be followed to measure success both from an outcome basis and to establish new and improved strategies and systems change.

Education, Empowerment and Employment for Success

Proposal Narrative

“Large systems change is a useful way to think, but transforming action is always local, customized, unfolding, and emergent.” Community: The Structure of Belonging.

Recently (June 2012) the US Government Accounting Office reported obligating more than 4 Billion dollars in fiscal year 2010 on employment-related supports for people with disabilities, yet employment numbers are not good and employment services are often fragmented. Schools make great efforts to keep up with the requirements for student’s academic achievement. However, they are sometimes reluctant to devote funding and time to providing students with work experiences because they see academic and vocational trainings as separate paths (Landmark, Ju and Zhang 2011).

All states must include information on post school outcomes of their former students with disabilities in their State Performance Plan (SPP). Indicator 14# of the SPP is the percent of youth who had Individual Education Plans (IEP) and are no longer in secondary school and who have been competitively employed or in some type of post-secondary school, or both, within one year after leaving high school (20 U.S. C. 1416 a (3) B). Families often report being lost in the adult service system and that they usually get the best information and advice from other parents. Young people with disabilities often report being confused and frustrated returning to the classroom after walking through graduation with their peers. We think it is time to take a more grass roots approach!!

Approach

Customized Employment and Discovering Personal Genius is a highly Person Centered approach to creating economic development models of employment. Time and time again while beginning the Discovery Process, true Personal Genius is sparked by a parent, sibling, aunt, uncle, grandparent etc... This usually is shared something like this “hey I don’t know how this becomes a job but did you know my son is really good at (fill in the blank).” Using customized employment strategies **we are not** using typical labor market wage employment strategies of applying for jobs on line, attending multiple interviews, and being compared to other people without disabilities. With customized employment strategies we are discovering an individual’s ideal conditions of employment and finding the jobs behind the jobs and using a number of economic development strategies to develop a career. Using customized employment strategies **there are an unlimited number of ways to make a living!!**

What do you propose to do?

- Provide introductory trainings on transition and customized employment strategies for parent and advocacy groups, high school students, recent graduates, families, high school staff, funders and service providers. These trainings will focus on both the *importance* of going to work, and the essential elements of customized employment

strategies, funding and the fact that with the right supports, everyone can work. We will provide this important training to “set the stage for the future,” for at least 300 families in Southern California.

- From these trainings we will recruit 60 students and recent graduates still unemployed from ages 17-30 and their families who are interested in working towards employment.
- This project will collaborate with a significant number of participants across a large geographic area with a great deal of organizing/coordinating needed, along with social media that will be required. The project will hire an individual with a developmental disability to play the role of Logistics Coordinator “to ensure our plans, training and materials are user-friendly and meet real, rather than perceived needs of people with disabilities.” This position will be maintained once the grant has ended.
- Develop a “parent to parent” support group to maximize **social capital** and promote “**Family Directed Discovery**” long after the project is over.
- Assist students and recent graduates in creating employment teams including the individual, and: his/her family, friends, the transition teacher from school, DR counselor, and interested others.
- Train the employment team’s on effective transition and customized employment strategies.
- Grant funding will be used to employ, train, and support, a number of well-trained customized employment specialists. These specialists will work with job seekers and their teams to support discovery activities and to identify 3-5 Vocational Themes that fit the individual’s Ideal Conditions of Employment. Individuals with disabilities who are already successfully employed and their families will be recruited and hired to assist with training and peer-to-peer support.
- Create individualized employment plans that include: typical wage employment, job carving, resource ownership, business within a business, microenterprise and/or targeted postsecondary education.
- Develop paid industry specific internships for students/job seekers interested in learning skills in specific trades, supported through in kind funds provided by the partnering agencies.
- Implement the plans, including individualized job development, paid industry specific internships, benefits analysis, using Social Security work incentives including PASS, business development and planning, resource development, business start-up and or pursuing targeted post-secondary education.
- Utilize in-kind funds from both partner agencies to create a “Fast Launch Fund” up to \$2,500 per interested job seeker, used for communication devices, equipment, paid internships, business startup costs, etc.
- Collaborate with the adult service system to provide extended employment services.
- Introduce the concept of local micro loan programs to new communities to support sustainable self-employment services.
- Develop Community Action Teams made up of employers, community leaders, Vocational Rehabilitation Counselors, transition teachers, and employment specialists who will assist with making connections that lead to competitive employment.
- Develop a Social Media presence; develop & disseminate training materials and an implementation manual for statewide & national distribution and replication.

Minimum Qualifications for Proposers

As previously mentioned, Jay Nolan Community Services (JNCS) is a highly Person Centered organization that continues to use a Circle of Support concept which puts the focus on one person at a time to help accomplish a "good life." Jay Nolan Community Services is one of a handful of organizations in the United States that has completely eliminated the use of site based services for people with autism and other developmental disabilities. JNCS has a growing supported employment program and also supports consumer owned small businesses. JNCS has developed the Kayne Anderson Microenterprise Foundation Loan fund to support the development of additional consumer owned small businesses. JNCS has the core values and organizational capacity to lead these types of innovative transition strategies.

Work First is the Community Employment Services division of Easter Seals Southern California. Work First is focused on high quality supported employment, customized employment and micro enterprise for the job seekers that they serve. Work First's strategic plan is to expand its support of people working and its capacity in the area of school to work transition, customized employment and micro-enterprise. Work First provides individualized customized employment services over a large geographic area of Southern California that also currently supports two existing consumer owned small businesses.

Dave Hammis and Cary Griffin founded Griffin Hammis and Associates (GHA) in 2000, and as previously mentioned, have grown their consultancy into a multi-state venture with contracts across the United States and abroad. GHA's latest projects include statewide training, technical assistance, and systems change on Customized Employment and Self-Employment development with the state rehabilitation agencies in Texas, Ohio, and Florida, as well as establishing a statewide employment training/technical assistance center for Minnesota. GHA has pioneered Customized Employment (CE), the use of Social Security Work Incentives, Rural Rehabilitation, and Self-Employment in over 200 communities. In such communities, using GHA's competency-based curriculum as the foundation, employment success rates increased from 25% to 150% in target agencies. In addition blended funding use increased, new partnerships with services such as Small Business Development Centers (SBDCs) and Economic Development agencies increased, partnerships with Vocational Rehabilitation and One-Stops improved, linkages with transition programs were augmented, and sustainable innovation grew across disability groups and systems.

GHA team members represent a long tradition of innovation. Team members published the first how-to book on self-employment for people with disabilities, **Making Self-Employment Work for People with Disabilities** (Brookes Publishing, 2003); convened the first national conference on self-employment and disability (1996). GHA founded the first CARF-accredited community rehabilitation program focused on self-employment and the use of Customized Employment approaches (2000) funded primarily via Department of Education and Vocational Rehabilitation service dollars; introduced the concepts of Resource Ownership and Business within-a-business over a dozen years ago; and significantly assisted in the successful establishment of over 500 small businesses across the United States and in several other countries.

GHA associates authored the first book on Customized Employment, **The Job Developer's Handbook: Practical Tactics for Customized Employment** (Brookes Publishing, 2007) and began developing successful PASS plans for job seekers in 1987. GHA staff created the first

U.S. Labor funded cross disability demonstration project on self-employment (in Montana and Wyoming).

Cary Griffin senior partner from GHA will serve as a consultant/technical assistance specialist for this project and has assisted in the development of the abstract for this project.

Upon receiving the grant, Corey Smith will join the staff of Jay Nolan Community Services and assume the role of project manager. For the past fifteen years, Mr. Smith has worked with GHA in various capacities. Beginning in the state of Michigan, Mr. Smith worked with GHA on pioneering self-employment outcomes while fully converting two large workshops in a large rural county, and provided leadership in developing school to work transition services. Also in Michigan, Corey worked on one of the country's most successful self-determination projects working with Tom Nerney.

Over the past nine years in Pennsylvania, Corey has worked with GHA both as a CRP director of community employment and as a project consultant/trainer. At Via of the Lehigh Valley in Bethlehem, Pennsylvania, under his leadership the organization has gone from previously developing roughly 10 community employment jobs per year to over 250 over a recent three year period while downsizing the workshop from 220 participants to 60. In Pennsylvania Corey has developed both Customized Wage and Self-Employment outcomes and a self-employment revolving loan fund for individuals with disabilities with the City of Bethlehem.

Over the past four years Corey has developed relationships with numerous high schools where he provides training on transition and customized employment for students, families, teachers and administrators. Corey and his staff are developing a growing number of customized employment outcomes for students **before** graduation or soon after funded by their high schools. Mr. Smith has done work with the Department of Labor Office of Disability Employment Policy as a project consultant, has worked with Virginia Commonwealth and a number of other Universities, CRP's, and families on Customized Employment, transition, blended funding and organizational transformation. Mr. Smith has been a founding board member and past president for both the Michigan and Pennsylvania Association for People in Supported Employment. Mr. Smith has written or co-written a number of articles on Customized Employment strategies for successful Transition, self-employment, social capital, and blended funding.

Ms. Debbie Ball will provide leadership and oversight for Work First Easter Seals Southern California. Debbie is the Regional Vice President for community employment throughout Southern California. Debbie has been providing and managing supported employment services for twenty years. Debbie has added customized employment and self-employment services to the Work First array of services and personally mentors two individuals with developmental disabilities who own small businesses. Concurrently with her position at Easter Seals, Debbie serves as a board member of the National Association for People in Supported Employment APSE and the California state chapter as well as helping develop the California chapter for the Alliance for Full Participation.

Maureen Carasiti will function as the Project Lead for Work First Easter Seals. Maureen has an outstanding background of advocacy including helping to move 168 people from a "campus" into small family homes. Her first job out of college was to assist "Frances" in moving out of Willowbrook. From that day on, she has based her entire career on helping people with disabilities to attain the American dream. She has extensive supported living and independent

living experience and has proven herself to be an outstanding leader in employment. Additionally, Maureen wrote a bill to protect people with disabilities from predators, and has had great success in moving it through legislation.

Customized economic development as an approach to employment

Customized Employment (CE) may be best described as a set of techniques designed to make supported employment more powerful. Whether written in policy or procedure manuals, CE represents a departure from the charitable approaches of job development used in the past. Hearing the phrase “I wish the business would just give them a chance” or entertaining the thought that “employers just need to be educated” signals the use of traditional methods that CE eschews (Callahan, Griffin, and Hammis 2011). By contrast, the Discovery Process hones an individual profile that leads the job search to “where the career makes sense.”

The U.S. Department of Labor definition states that: “*Customized employment means individualizing the employment relationship between employees and employers in ways that meet the needs of both. It is based on an individualized determination of the strengths, needs and interests of the person with a disability, and is also designed to meet the specific needs of the employer.*”

It may include employment developed through job carving, self-employment or entrepreneurial initiatives, or other restructuring strategies that result in job responsibilities being customized and individually negotiated to fit the needs of individuals with a disability.

Customized employment assumes the provision of reasonable accommodations and support necessary for the individual to perform the functions of a job that is individually negotiated and developed (Federal Register, June 26, 2002, Vol. 67, No. 123 pp 43145-43149).

Customized Employment utilizes an individualized approach to employment planning and employment creation—one person at a time. Self-Employment, job creation, and job carving are all facets of employment approaches used in CE. In other words, designing work in terms of the “ideal conditions of employment” reduces the need to create, purchase, or significantly redesign business and work-related supports repeatedly. Discovery or Discovering Personal Genius (DPG) begins with the assumption that **everyone with supports is employable** and is non-exclusionary. Discovery involves observation and exploration through active participation in various, school, community, home, and work settings that match the individual’s career interests, support needs, family resources and skills. With Discovery we are attempting to uncover **Vocational Themes**. Vocational Themes are not job descriptions but broader overarching areas of interest, skills, personal attributes, conditions, work culture, providing the best natural fit, that helps discern these logical overarching **Themes**, that gives us a number of ideas to explore for possible career options.

The Discovering Personal Genius(DPG) Stages rely on the following content steps:

1. **Gathering a team** of people. Some team members may only be involved in one or two steps. One person is team leader, ensuring that the process is thorough and well documented.
2. **Explain** customized employment, the DPG process, and vocational profile/discovery staging record to the individual, family and stakeholders. Be clear about tasks &

- timelines. Make certain the information you have about the employment seeker is current and complete.
3. **Schedule your first meeting** with the individual and family, if available and desired by the individual, at the persons home. If meeting at home is not an option or the individual does not wish to meet there, find an alternative location.
 4. **Tour the neighborhood** around the person's home observing surroundings, safety concerns, business, culture, transportation and services near the person's home.
 5. **Meet with the individual** and family for 1 to 2 hours in their home. (Practice "Smooth Listening", a guided-conversation method) Discuss:
 - a. Daily routines
 - b. Chores and other household responsibilities
 - c. Activities the individual enjoys and engages in
 - d. History of the family/individual, especially as it relates to employment.

If the person is willing, have him/her show you around the house. Look at how it is organized, what's in it, and what it says about the person. Have him/her demonstrate how to perform chores, engages in activities etc.

Throughout the visit observe interactions, living context, interests and skills. Ask yourself if any **vocational themes** are beginning to suggest themselves and make note of them. Ask for names and contact information of people who know the person well. Ask permission to interview those individuals.
 6. **Interview other people** who know the employment seeker well. This may include family, teachers, neighbors, support providers. Discuss the individual's interest, support needs, successful support and instructional strategies, skills and performance in various activities. Look again for vocational themes in the person's life.
 7. From information gathered so far, **identify several activities** that may be in line with her interests. Go with her to these places and activities. Observe to gain additional information about support needs, reactions, attention to natural cues, interests etc. Continue to *identify specific skills and refine the themes*.
 8. **Identify activities outside the home, especially in school.** Accompany the person during these activities and observe skills, relationships, support etc.
 9. Based on the individual's interests and the themes identified so far, **identify a couple of unfamiliar places and activities** that may be in line with her interests etc. Continue to look for specific skills and refine the themes.
 10. **Go to some places of employment** with the person related to the identified themes. Make an appointment with a manager and conduct an **informational interview**. In addition to conducting the interview, ask for a tour and observe the tasks people do. Look for the jobs that are **unique** and/or unexpected. Look for clues about the culture of the workplace and whether this person might fit in. Do several of these interviews. (Note that when using informational interviews during DPG, it is made clear to the employer that no job is being sought, simply career planning information).
If the interview goes well ask if you can bring the job seeker back for a couple hours to "get their hands dirty," and gain some work experience. Ask the employer if they know other similar places of employment that you might visit.
 11. **Return to the individual's home** if needed, to collect any additional information needed, have informal conversation and make more observations.
 12. **Review** files, memorabilia and records of past and current activities and services.

13. **Develop the Lists of Twenty;** specifically 20 places of business and in-school departments, where people do jobs related to each of the **Three Vocational Themes** identified, for a total list of 60.
14. **Complete the draft vocational profile (Ohio Discovery Staging Record)** using the information gathered during DPG. Identify the person's ideal conditions for employment including skills, interests, culture, environmental considerations, school-day modifications, preferred or required days and hours of work, supports needed and any other important considerations.
15. **Review** the draft vocational profile with the student, family, friends, teachers, DR counselor, and others involved on the DPG team.
16. Using the DPG Staging Record (vocational profile); **begin job development, or business planning.**
17. For those students interested in attending **postsecondary education** work with individual and team to provide supports and design the educational experiences be they trades school, junior college, or a University to have the **Education experience match what has been learned during Discovery and Lead to gainful employment.**

As noted, most competitive employment models, including to some degree supported employment, often rely on the traditional methods of applying for jobs, interviewing, etc. In a majority of instances, people with disabilities are screened out because an employer unfamiliar with training and supervising workers with disabilities opts for the applicant who appears less cumbersome to accommodate, typically a person without a disability. Customized Employment features a number of newer employment strategies to help a person with a disability to be able to better compete in today's job market.

Resource Ownership- Many Americans attend college. They invest substantial funds to attain a diploma that represents knowledge, skills, tenacity, and their own marketable skills in the workplace. Today, the average bachelor's degree costs over \$150,000 and represents a resource that people "give" to employers in return for a paycheck. People with disabilities remain unemployed or underemployed largely because they are seen as not marketable in the workplace. Putting resources in their hands, including specialized skills, tools, and equipment that matches their interests is critical to career development. As with the majority of small business across this country, even though they are responsible for over 70% of all new jobs, they remain under-capitalized, meaning simply that the owners cannot afford investments that would generate additional value added sales. Below are a few examples of where resource ownership and Self-Employment have helped a person with a disability become gainfully employed.

A Story: Justin was nearing graduation and began to work with a well-trained customized employment specialist. Justin had received traditional special education services and some typical short term unpaid work experiences. He was a customer of a state vocational rehabilitation counselor wanting to help Justin attain competitive employment. Justin had some pretty typical interests for a person his age and experience including:

- An interest in Computers
- Computer games and surfing the net
- Taking things apart
- Stocking
- Pets

Some of Justin's Ideal Conditions of Employment that were found included:

- Working with a limited number of people without a lot of noise
- Working indoors, away from inconsistent weather elements
- Working with supportive coworkers where his opinions will be listened to and valued.

Justin and his customized employment specialist began to do "informational interviews" based on his vocational themes and ideal conditions of employment. Justin's employment specialist spends a lot of time doing community committee work including the local chamber of commerce. Through the Chamber, the employment specialist became acquainted with a business owner who owns a small information technology (IT) business.

The employment specialist got to know the business owner Rob who became intrigued with the concept of customized employment. Since Justin was interested in computers the employment specialist asked if he could bring Justin over for an informational interview, which was granted. During the informational interview the guys really hit it off. Turned out that both the guys were really into cats and Rob has his cats in the office. The guys talked about computers and Justin was able to show some interest and aptitude. Rob agreed to have Justin come back for a few afternoons to "get his hands dirty," and gain some experience.

We Discovered that Justin had some real "teachable skills," and Rob really liked having Justin around. Although Rob was a one man operation with no intentions of hiring anybody, the issue of Rob hiring Justin came up. Rob did not have enough business to hire any employees. During the informational interview we noticed that Rob didn't have a very good sign for his building and did not have much in the way of marketing. We used some DD council funds to help Rob with a little bit of marketing and bought Justin some computer equipment that he would need to work for Rob (**Resource Ownership**). Rob agreed to hire Justin to work 25 hours a week and trains him on Microsoft Certification strategies to improve his skills.

Another Story: Michael was a special education student who during a recent summer vacation was looking to make the transition to work. While still attending high school, a well-trained Community Rehabilitation Provider (CRP) began the discovery process led by Michael and his customized employment specialist. As part of discovery Michael did an informational interview at a local health club where he really hit it off with the owner. Michael ended up doing an internship with the gym during part of the next semester at school. During the internship,

Michael was able to develop great relationships with the business owner and the rest of the staff members. Everyone loved his cheerful personality and his wonderful sense of humor. Michael was able to perform several tasks including vacuuming the floor, cleaning equipment and mirrors, and a number of office tasks that included organizing. The business owner really wanted to hire Michael but did not have any open positions.

He was however willing to brain storm with the employment specialist on ways he could develop a position for Michael. The business owner shared that he wanted to purchase high end designer towels for his customers but his laundry service would not support cleaning colored towels. The business owner said if he could figure out a way to wash the towels in house he could come up with the needed revenue to hire Michael. Michael's customized employment team quickly went to work. We were able to again use some grant funds to purchase a washer and dryer (**resource ownership**) for Michael, and his parents agreed to hire his uncle to do the needed electrical work at the club and install the washer and dryer. Upon graduation Michael is

gainfully employed and his family, employer and coworkers are all happy that he is working at the club.

Self –Employment/micro enterprise is the fastest growing employment strategy in America today. Self-Employment is another strategy of customized employment that helps fit an individual's ideal conditions of employment. With self-employment an individual with a disability can maintain higher levels of income while still maintaining Social Security benefits than wage employment.

Another Story: Clint: About three years ago we were contacted by a transition coordinator who was concerned that after graduation Clint might fall through the cracks. Clint had always been motivated to work and for a few years had a job as a greeter at a big box store that ended when the economy slowed. We were asked to help Clint develop some type of career opportunity that met his ideal conditions of employment.

Clint uses a chair, a support dog, and needs help with some personal supports throughout the day. We began the discovery process before Clint graduated and upon his graduation over 300 people showed up for his graduation party. Be at church or anywhere in the community it became pretty clear that Clint was the honorary mayor of his small rural home town (**Social Capital.**) Because Clint lives in a rural community with limited opportunities for traditional wage employment we thought he would be an excellent candidate for customized employment.

We quickly discovered that Clint had great people skills, has good sales skills, and is pretty comfortable learning computer skills. We also discovered that Clint's mobility challenges and lack of public transportation made a home based business preferable for Clint and his family. Clint and his customized employment specialist began to research developing a notary public business that he would run out of his home. We began to do market research by surveying the friends and family who attended Clint's graduation party. Within a week over 200 people responded they were interested in Clint's business idea and would use his Notary services.

As part of discovery, we asked Clint and his mom to research some needed state certifications to become a notary. At our next visit to Clint's home we learned not only with mom's help did he research Notary certifications but he had taken and passed them. Clint and his employment specialist began to write his business plan that was reviewed by the local Small Business Development Center and his Vocational Rehabilitation Counselor. We then helped Clint write a social security Plan for Achieving Self-Support (PASS) to help fund his business start-up. Vocational Rehabilitation has funded some business development and job coaching and follow along job coaching is being funded with state intellectual disability funding. Clint is now in business and making money.

Business within a Business- Similar in nature to Resource Ownership, a business within a business solves numerous support issues for someone whose ideal conditions of employment may be best met in their own enterprise. One of the challenges with self-employment is often the price of rent and available support services. With a business within a business not unlike a fast food chain inside a gas station both business owners can benefit from this type of an arrangement. One example of a business-within-business used in the past involved an individual selling espresso inside of a bakery that benefits both business owners.

Year One Work Plan Chart of Progress (November 1, 2012- October 30, 2013)

Month/ Objective	O	N	D	J	F	M	A	M	J	J	A	S	Comments
1.1													Hire grant staff
1.2													Train grant staff
1.3													Staff ACRE Certification
1.4													Provide ongoing support and training of grant staff
2.1													Announce grant @ training opportunities
2.2													Research existing advocacy and parent groups
2.3													Contact High Schools
2.4													Schedule introduction to transition and CE training
2.5													Provide introduction to transition @ CE training
3.1													Recruit participants
3.2													Recruit participants from diverse socio-economic and cultural diverse groups
4													Develop Employment Teams
5													Develop parent group
6													Train employment teams on CE strategies
7													Develop industry specific internships
8.1													Begin the Discovery process with participants
8.2													Complete Discovery process
8.3													Create employment plans
9.1													Implement employment plans
9.2													Develop wage jobs and begin to develop businesses
9.3													Develop plans for targeted post-secondary education @ provide needed supports
10													Attain necessary support from adult system to maintain successful employment
11													Develop social media
12													Develop and improve ongoing training materials
13													Develop quarterly reports for the Council on progress

Goals, Objectives, Strategies, and Outcomes for Year I

The overarching **goals** of this effort will be:

- To train and demonstrate a set of strategies that increases the number of "Youth/Target Population" students and young adults attaining high quality employment outcomes *before graduation or soon after*.
- To raise the awareness of families concerning employment opportunities for people with developmental disabilities so they have higher expectations of employability and know how to attain necessary supports.
- To give high schools the viable option of developing customized employment outcomes or subcontract to provider organizations that know how.

Objective I: Hire and train staff for the project

Strategy:

- Upon receiving notice of attaining the grant recruit and hire the logistics coordinator and four employment specialists slated to start work on November 1st.
- During the two weeks of November, all grant staff along with all interested others will receive a full week of "Customized Employment Boot Grant Training." This training be for 40 hours and include evening homework, classroom and field based activities. Participants completing the course will receive American College of Rehabilitation Educators Certification (ACRE.) Participants will need to complete at least one Discovery Staging Record and Job Analysis Record to receive certification. Training will be provided by grant consultant Cary Griffin and grant manager Corey Smith. Training will include:
 - a) Pre-test on customized employment for ACRE Certification
 - b) Introduction to Customized Employment and the Discovery Process
 - c) Interest Based Negotiation and Customized Job Development
 - d) Social Security Work Incentives and developing PASS Plans
 - e) Systematic Instruction and Natural Supports
 - f) Business Idea Development and Feasibility Testing; Marketing and Sales Essentials
 - g) Quick Launch: Understanding and Writing Microenterprise Plans
 - h) Post-test on customized employment for ACRE Certification

Anticipated Outcomes: Twenty five staff from Jay Nolan, Employment First, and interested others will complete ACRE Certified Customized Employment trainings.

Objective 2. Provide introductory training on transition and the elements of customized employment for advocacy groups, parent groups, students, recent graduates, families, high school staff, funders, and service providers for at least 300 participants.

Strategy:

- a) Make announcement of the grant via email blast, Social Media, regarding what we are going to do including introductory training.
- b) Research existing advocacy and parent groups and make contact.
- c) Schedule trainings
- d) Contact participating high schools and schedule training
- e) Provide Trainings
- f) Speak with participants about joining the project

Anticipated Outcome: Over 300 hundred citizens from advocacy and parent groups, along with students, recent graduates, high school staff, funders, and service providers will receive introductory training on transition and customized employment.

Objective 3. Recruit 60 students and unemployed young adults between the ages of 17-30 and their families for the project.

Anticipated Outcomes:

- Sixty participants will be given the opportunity to experience the Discovery process to facilitate paid employment or going onto targeted post-secondary education.
- Of the sixty participants 15 will be from diverse cultural and or socio-economic backgrounds
- Of the sixty participants 15 will be individuals who face barriers to inclusion including puzzling or excessive behaviors that may require augmentative or alternative communication, and assistance technology to fully participate in their communities.

Objective 4. Assist students and recent graduates in creating employment team's including the individual, and his/her family, friends, the transition teacher from school, DR counselor, and interested others.

Strategy:

Work with families and school personnel, to recruit important people to join the employment teams including influential friends, DR counselors, and community leaders.

Anticipated Outcome: All participants will have some form of an employment team to help with the customized employment process.

Objective 5. Develop a parent group that provides support to each other on transition, employment, and helping their children to remain “included,” and “embraced,” by their communities. Parents often report the problem of social isolation is as important as being employed after graduation.

Strategy:

Train families on “Family Directed Discovery” and “Families Supporting Families.”

Within the first quarter of the grant we will enlist Jay Nolan Executive Director Jeff Strully national inclusive community leader and parent of three children with disabilities and Cary Griffin pre-eminent leader of creative employment options to host full day training for families on the topic of “families supporting families.” Throughout the life of project we will hold meetings on the project inviting all participating families to build synergy and supportive relationships between families.

Anticipated Outcome: Families will learn new skills and develop supportive relationships with other families that will continue long after the project is over.

Objective 6. Train the employment teams on customized employment strategies

Strategy:

Train employment teams on the basics of customized employment including, making community connections, enlisting community members in the process, maximizing social capital, approaching prospective employers, timeline’s and responsibilities.

Anticipated Outcome: Employment teams will gain a needed knowledge base to help support the development of customized employment outcomes.

Objective 7. Develop paid industry specific internships for students/job seekers interested in learning skills in specific trades.

Strategy:

For student/job seekers who show interest in specific trade jobs develop paid internships funded by Jay Nolan Community Services and Work First Easter Seals Southern California.

Anticipated Outcome: Student/job seekers will gain paid work experience in specific trade jobs that may lead to competitive employment or valuable experience for other employment opportunities.

Objective 8. Create individualized employment plans that include: typical wage employment, job carving, resource ownership, business within a business, microenterprise and support strategies for students entering postsecondary education.

Strategy:

From the lessons learned from the Discovery Process, employment plans will be implemented that fit the individuals and their families.

Anticipated Outcomes: From the original group of 60 we anticipate 55 will reach the status of developing an employment plan or plan to support secondary education.

Objective 9. Implement the employment plans, including individualized job development, benefits analysis, use of Social Security work incentives including PASS, business development and planning, resource development, and business start-up and or pursuing targeted post-secondary education.

Strategy:

Individualized employment plans will be implemented based on the needs and desires of the job seekers and family, support from school and plans for graduation, desired type of work, blended funding strategies including use of the Quick Start fund.

Anticipated Outcomes: From this group of 55, 5 will experience a paid internship, 5 will receive planning for secondary education, 15 will attain typical wage employment, 10 will attain a carve position, 5 will attain a wage position using resource ownership, 3 will begin to develop a micro enterprise including at least one business within a business. Because the grant will be starting two months after the beginning of the fall semester we anticipate some individuals will still be in school and needing continued support from the project. These individuals will continue to receive support from the project in year two.

Objective 10. Each developed employment outcome will receive sustainability planning including funding and follow along support from the adult service system.

Strategy: Throughout the life of the project we will coordinate with the adult system to assure that people have actually applied for social security benefits as needed, use work incentives as deemed appropriate, be actively involved with the California Department of Vocational Rehabilitation, attaining and receiving follow along support from other adult developmental disability funders as necessary.

Anticipated Outcomes: All developed employment outcomes that are deemed to require some form of follow along support will receive support in finding and maintaining this important service.

Objective.11 Develop social media regarding project

Strategy:

Work with the logistics coordinator and project staff on social media (i.e.: website, blog, Facebook). This social media will highlight the project, training dates, materials, good stories, strategies.

Anticipated Outcome: High quality social media information will be available to participants, families, and stakeholders, funders.

Target Population to be addressed

We have a number of target populations that we are planning to address during the life of this project. We are going to do introductory training on transition and customized employment to a minimum of 300 individuals from advocacy, and parent groups, students, high schools, and still unemployed adult job seekers with developmental disabilities. This introductory training will be focused on the entire "**Youth/Target Population,**" ages 14 to 30. For those families with children 14-17 we are planning to "set the stage for the future." We will show families that through the implementation of effective transition strategies including customized employment there are an "unlimited number of ways to make a living." Even more important is the message that customized employment is **non-exclusionary**. Often time's years after doing this type of presentation a family will check in regarding their child who is approaching graduation or adulthood and has been deemed unemployable by the adult service system. Families have had the skills and information to appeal the label of being "unemployable" and with help been able to advocate for effective employment outcomes versus job readiness services. In year one, we plan to train at least 300 people on transition and customized employment strategies.

We are keenly aware of the diverse socio-economic and cultural backgrounds of residents of Southern California. We are also aware that in many cultures talking about disability and family roles is a private matter and many of these families will not be interested in attending group meetings. We intend to work with the high schools we will be partnering with to search out these families and speak with them one on one in their native languages.

From the introductory trainings in year one, we intend to recruit 60 students/adult job seekers ages 17-30 and their families for the project. Since customized employment was first designed for those individuals with significant barriers to employment we will focus on recruiting at least 15 of these individuals from minority or diverse cultural backgrounds. We will also be focusing on recruiting at least 15 individuals who face barriers to inclusion including puzzling or excessive behaviors that may require augmentative or alternative communication, and assistive technology to fully participate in their communities.

Identification of the related agencies/organizations the grantee will work collaboratively with and the respective roles of each.

In addition to collaborating with Easter Seals Southern California and Griffin Hammis Associates, the project will partner with a variety of other organizations and services.

San Diego Unified School District (SDUSD):

Point of Transition teachers, coordinators and collaborators will partner on the project to increase the number of high school students who receive training on the value and availability of employment; experience paid work while still in school and ultimately exit with a job or a short term plan for employment. Additionally SDUSD will support this project's efforts to reach out to family members of transition students so that they too can become a part of the employment process. Students, teachers, family and friends, administrators and others will be involved in the development and execution of this project to ensure successful outcomes.

Los Angeles Unified School District (LAUSD)

As with San Diego Unified School District, Point of Transition teachers, coordinators and collaborators will partner on the project to increase the number of high school students who receive training on the value and availability of employment; experience paid work while still in school and ultimately exit with a job or a short term plan for employment. Additionally SDUSD will support this project's efforts to reach out to family members of transition students so that they too can become a part of the employment process. Students, teachers, family and friends, administrators and others will be involved in the development and execution of this project to ensure successful outcomes.

People First

Local People First members will provide avenues of dissemination, collaborate on meeting locations, etc., recommend people for Logistics Coordinator position, who will in turn review this project's planning assumptions and deliverables for accessibility, clarity and cultural sensitivity.

Autism Society

The Autism Society is committed to improving outcomes for people with disabilities, especially those who will soon be exiting high school. The partnership on this project will provide access to parents facing the transition dilemma, assist in the dissemination of information, allow time for project awardees to speak to parents and teens about employment and supply additional data and resources that they have designed through the years.

California Department of Rehabilitation (DOR)

DOR is a critical partner in this project, as in some cases funding may be needed for uniforms, accommodations, destination training, on the job – or off the job support, and other key pieces to ensure success. DOR will be included on the front end so that they are well versed in the intent of this project and can designate a person in each area as a point of contact. Additional collaboration includes mutual goals such as teaching the value and importance of employment and natural supports as well as providing services in fully accessible areas within each target community.

Regional Centers and Department of Developmental Services (DDS)

DDS, through the local Regional Centers, will act as case managers for students exiting high school and will be an integral part of the team helping these students to find and maintain employment. In some cases, funding for services may be sought from Regional Centers. Local Regional Center counselors can provide access to mailings, parent groups, meeting spaces, and advisory groups to help increase the number of teens with disabilities who are employed.

An outcome-orientated evaluation plan for Year 1 (Deliverables) that is consistent with the goals and objectives of the project

We will evaluate the success of our project by the accomplishment of the following deliverables:

1. Provide Customized Employment ACRE boot camp training for 25 staff and interested others.
2. Build relationships with advocacy and parent groups and high schools. Provide introduction immersion training on transition and customized employment to a minimum 300 families in Southern California.
3. Recruit 60 participants who we will help develop employment teams to support the development of customized employment outcomes and targeted secondary education.
4. Develop "Family Directed Discovery" strategies and "Parent to Parent" groups to maximize social capital, also focused on maintaining these relationships to promote sustainability long after the grant is over.
5. Train 60 teams on the customized employment strategies
6. Develop a "Fast Launch Fund" for \$20,000 to develop paid industry specific internships for students/jobseekers, and to fund communication devices, resource ownership/equipment, and business startup costs. The "Fast Launch Fund" will be funded by the partnering organizations.
7. Develop 55 employment plans for participants that are based on what we have learned during the discovery process.
8. Implement employment plans and develop 5 internships, 15 typical wage positions, 10 carved jobs, 5 examples of resource ownership positions, 3 small businesses, 5 individuals receiving training and support on targeted post-secondary education.
9. Develop follow along support services for all employed participants with the adult service system.
10. Develop at least two Plans for Achieving Self Support (PASS)
11. Develop social media to highlight the project

Outcome-orientated evaluation plan for Year 2 (Deliverables) that is consistent with the goals and objectives of the project

If we are funded for a second year of this comprehensive project, we will evaluate the success of the project by accomplishing the following deliverables:

1. Work with an additional 40 students and recent graduates and their teams on the discovery process.
2. Work with participants to develop 20 additional typical wage jobs
3. Assist in the development of 15 additional carved jobs and 4 additional examples of resource ownership.
4. Continue to work with families and teams from year one for those individuals who still are in school and /or require support in attaining employment.
5. Continue to provide support for those individuals who are in the process of developing a business.
6. Now that the project has gained traction we will develop Community Action Teams for

and with both partnering organizations. The Community Action Teams will be made up of supportive business owners, community leaders, board members, vocational rehabilitation DOR staff, grant staff and employment specialists.
7. Develop relationships with six additional high schools for the project.
8. Provide training on transition and customized employment for an additional 200 parents highlighting the successes from year one.
9. Develop one additional revolving loan fund to support the development of self-employment options.
10. Develop sustainability plans with families and school districts where the high schools are providing customized employment services before graduation (through contracts with adult providers or other means).
11. Develop 3-5 additional funding sources to help sustain the efforts attained during the first two years of the grant.
12. Present findings from the grant at 3 state or national employment conferences.
13. Work with schools to incorporate this model into their system.

A data collection and reporting system. Non-confidential individualized data along with overall data regarding the status and outcomes of the project shall be made available to the Council

We will collect data and report on the project's progress with the following activities:

- Beginning with the Boot Camp, Customized Employment staff training satisfaction surveys will be collected on the value of the training and reported to the council on a quarterly basis. Feedback from these trainings will be used to improve what is being taught and its effectiveness.
- We will also be collecting data on the number of families and teams trained on transition and customized employment along with their feedback.
- The number of people from diverse cultures and with significant challenges to integration served and attaining gainful employment.
- The number of families participating in the "Parent to Parent" groups."
- We will collect quantitative and qualitative data on participants going through the discovery process, attending paid internships, jobs developed, good stories, hours worked, wages earned, business plans written, resource ownership, businesses started.
- Number of high schools and staff participating and roles.
- Number of vocational rehabilitation staff participating and roles.
- Other blended funding sources we are able to use and amounts for employment etc... Along with any other information that people might want to know.

We will provide all required reports for the project including quarterly reports using DD Suite. We will also provide a final report in the required format within 45 days after contract completion. We will include camera ready or master copies of any materials which are created for the project.

Program Design & Sustainability

This project seeks to demonstrate a radically different way to look at transition particularly between the ages of 17-21. Our school systems spend countless dollars on assessing people's deficits and inventing "simulated" ways to prepare people for jobs that typically do not exist in today's economy.

Our program design is built for sustainability of higher quality employment outcomes to frequently occur before graduation. These outcomes will help school districts to improve their scores for indicator 14 and will cause more of the adult system funding to be spent on employment to maintain these positions versus "job readiness." Through **'Family Directed Discovery'** and **"Parent to Parent"** support and communication, future families will begin to expect these type of outcomes for their children. Enlisting the greater community into the employment process will help us to use the "social capital" of families, friends, community leaders, that they did not even know that they had. The agencies involved in this grant have committed to continuing the Parent Support Groups beyond the life of the grant using other sources of funding.

These types of changes have already begun to occur in other communities and states. The state of Maryland has now committed to using vocational rehabilitation funding for community rehabilitation programs to work with students to attain employment outcomes before graduation.

Providing transition and customized employment trainings to families between the ages of "14-17" will increase awareness of the need to start early, the need to advocate for paid employment in integrated community settings before graduation. Based on the expectations of better informed parents will increase the number of young people deem "employable" by the adult system.

Two influential adult service providers are going to be well trained and able to provide this service for other students and young adults in future years. Almost all resources of the grant will be used in the field teaching others how to perform the discovery process, blend funding, and develop employment outcomes. GHA will provide extensive materials in hard copy, alternative formats, and on CD for all trainings and as resource references. We will also post materials on the project social media outlets. Materials include sample business plans, sample PASS Plans, Discovery forms, reading, etc. The grant manager and coordinators will maintain regular phone and email contact with staff, families, and teams regarding employment development issues; assists with SSA Work Incentives applications (e. g. PASS, Subsidy) to bring in additional funding and support options.

Both Jay Nolan Community Services and Easter Seals Southern California have regional center vendored programs that can provide customized employment services to individuals who are eligible for these services. The project will work with the school systems to enlarge their capacity

to provide these services or to contract with adult service providers such as JNCS and Easter Seals to provide the services for them.

We will be focusing on the system change elements that are needed to sustain customized employment as an option in the future. We will be facilitating dialogue between schools systems, Department of Rehabilitation, Regional Centers, and adult service providers to find ways to work together to sustain better outcomes for students exiting high school.

The materials created for the project will be available on Jay Nolan Community Services' website. We will be presenting the outcomes from the project at local and national conferences. We will continue to present informational sessions for families and young people with disabilities on employment options after high school.

Letters of Support and Collaboration

Letters of Support:

1. Los Angeles Unified School District, District Office for Transition Services
2. San Diego Unified School District , TRACE Transition Program
3. Autism Society of Los Angeles
4. Tim Lulejian, person supported by Easter Seals to start his own business
5. SoCal APSE

Letters of Collaboration:

1. Easter Seals Southern California
2. Griffin Hammis Associates

LOS ANGELES UNIFIED SCHOOL DISTRICT

Administrative Offices

Los Angeles Unified School District SELPA/
Division of Special Education

DISTRICT OFFICE OF TRANSITION SERVICES

333 S. Beaudry Avenue, 17th Floor
Los Angeles, California 90017



JOHN E. DEASY, Ph.D.
Superintendent of Schools

SHARYN HOWELL
Executive Director

GERI FUCHIGAMI
Coordinator, Behavior/Transition/LRE

AARON JEFFERY
Coordinator, District Transition Services

July 10, 2012

Kristie Allensworth
California State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 94811

RE: Jay Nolan Community Services' Grant Proposal for Community Program Development Grant Cycle 35

Dear Ms. Allensworth:

We are pleased to support the proposal being submitted by Jay Nolan Community Services for the Community Program Development Grant Cycle 35 to increase employment and post-secondary education outcomes for young people with disabilities who are transitioning out of high school. Providing our students with a good start in their adult life is a critical part of our transition services. We welcome the resources and trainings that this grant will provide to the young people in our transition services programs, their families, as well as our teachers.

We know that Jay Nolan Community Services has a long and valued history of providing services and supports to children and adults with autism and other disabilities. We will work with them in implementing this grant.

Please feel free to contact us if you need further information on this grant.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Jeffery".

Aaron Jeffery, Coordinator, District Transition Services
Division of Special Education
333 S. Beaudry Ave. Floor 17
Los Angeles, Ca. 90017

(213) 241-8050

"The teachers, administrators, and staff of the Los Angeles Unified School District believe in the equal worth and dignity of all students and are committed to educate all students to their maximum potential."



**San Diego Unified
SCHOOL DISTRICT**

TRACE Mission Valley
2555 Camino Del Rio South, San Diego, Ca. 92108

Bob Morris Ed.D.
Principal / TRACE

Phone - (619) 574-1073 x2126
Fax - (619) 574-1075
bmmorris@sandi.net

TO: Easter Seals

TRACE is San Diego Unified School District's transition program for students with disabilities. We have partnered with Easter Seals for over 7 years to implement seamless transitions from school to adult supports for over 40 students.

Vocational training and employment opportunities are a high priority for every student in TRACE. We believe that every student benefits from vocational experiences, regardless of support needs. Our partnership with Easter Seals has assisted to continue this priority after leaving school.

We support Easter Seals in their efforts to secure this grant to improve employment outcomes for transition students. We all know that employment for persons with disabilities is a national priority and research has shown the multiple benefits.

We look forward to determining how we might assist Easter Seals to create positive outcomes and better futures for the individuals they support.

Thank you.

Jerry Wechsler
Teacher / TRACE
San Diego Unified School District
(619) 281-1614

 **AUTISM SOCIETY** *Los Angeles*
Improving the Lives of All Affected by Autism

July 17, 2012

Kristie Allensworth
State Council on Developmental Disabilities
1507 21st Street, Suite 200
Sacramento, CA 95811

RE: Letter of Support for Jay Nolan Community Services Community
Program Development Grant Application

Dear Ms. Allensworth:

The Autism Society of Los Angeles is pleased to support the grant application being submitted by Jay Nolan Community Services in collaboration with Easter Seal Society of Southern California for your Community Program Development Grant Cycle 35. As an advocacy organization for individuals on the Autism Spectrum and their families, we know that one of the most stressful times in their lives is the transition from school to adult life. We support these two organizations' efforts to increase the number of people who leave school with meaningful employment or further education opportunities in place.

Both of these organizations have a long and valued history of serving people with disabilities in Southern California. We are excited to see what they will do with such an important project in helping our schools find better alternatives for young people coming out of school.

Please feel free to contact me at (562) 804-5556 if you need further information from us. We hope you will see fit to fund this important project.

Sincerely,



Emily Iland, M.A.
President, Autism Society of Los Angeles

8939 S. Sepulveda Blvd, Suite 110-788 Los Angeles, CA 90045
Phone: (562)804-5556 Fax: (562)425-4940
E-mail: asl@mail@autismla.org Website www.autismla.org

July 17, 2012

I would like to thank Easter Seals and those who helped me, Amber, Dee, Martin, Hope and others. Having their support in helping me start a flower business. It has changed my life so that I feel better about myself and that I can accomplish as much as anyone else if I work hard and earn some money. I feel proud of myself that I can do it.

You can go out in the business world and do anything you want to do. It has made me feel like a business man and be my own boss. It's good to get out in the world and meet new people and learn new things. My business has come a long way and I've been able to earn money. I hope to have my flower business for a long time.

I hope I can help other students get excited about working with the support that Easter Seals has given me. I will always be grateful. Easter Seals is the best!!

Sincerely,

Tim Lulejian



July 26, 2012

RE: Support Letter for: Education, Empowerment and Employment

To Whom It May Concern:

SoCal APSE strongly supports the proposal submitted by Jay Nolan Community Services in partnership with Easter Seals of Southern California and Griffin-Hammis Associates to significantly increase employment outcomes for youth and young adults with disabilities to work in competitive, integrated settings and earn equitable wages.

All three organizations submitting this collaborative proposal are APSE members and have proven track records in the provision of customized approaches resulting in successful employment outcomes.

APSE is a national membership organization that provides information, resources, and training to assist disability service providers in their objective to help people with disabilities to seek and obtain integrated employment. APSE also strives to provide advocacy and public policy support for citizens with disabilities to be employed at businesses in their communities. The following are the goals of APSE:

- Promote employment opportunities for all people, through local, regional, and national networks
- Help establish and expand equitable employment opportunities for individuals with disabilities
- Advocate with federal, state, and local policy makers to increase funding for integrated employment
- Raise awareness within the business community as to the benefits of hiring individuals with disabilities
- Advocate for social change to help those with severe disabilities achieve a lifestyle that approximates that of individuals without disabilities

Two years ago, a group comprised of both individuals and organizations in Southern California came together in a commitment to this aim and formed a state APSE chapter. The name of our APSE chapter is SoCal APSE and our board developed the following:

Employment Definition

Regardless of the severity of disability, and assistance required, employment means earning a living wage in a job of a person's choosing, based on the individual's talents, skills and abilities.

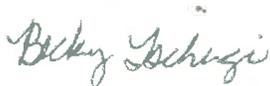
Value Statements

- 1. Individual skills, talents and abilities drive unique and creative employment opportunities.*
- 2. Employment offers ordinary opportunities for integration and interaction with coworkers without disabilities, as well as customers and the general public.*
- 3. Wages and benefits are comparable to coworkers.*

Given the Goals, mission and values of APSE and SoCal APSE, we have a vested interest in ensuring that people with disabilities have the necessary information, tools and individualized support needed to obtain and maintain employment that is commensurate with each individual's skills and abilities.

On behalf of the SoCal APSE board and membership, I appreciate the opportunity to provide this letter of support.

Sincerely,



Becky Tschirgi, SoCal APSE President
becky.tschirgi@yahoo.com
(818) 419-9965



*Creating solutions, changing lives.
Services for children and adults
with disabilities in Southern*

July 21, 2012

California State Council on Developmental Disabilities
1507 21st St.
Sacramento, CA 94811

To Whom it May Concern:

Easter Seals Southern California is pleased to partner with Jay Nolan Community Services in response to the SCDD cycle 35 grant related to successful outcomes for transitioning high school students.

Collectively, we have worked hard to create an approach that will have immediate results, create long term sustainability and be easy to replicate throughout California and the nation. The approaches cited within our response to this RFP represent a collection of best practices from around the world, seamlessly braided together to create truly life changing outcomes.

Both Jay Nolan and Easter Seals have committed significant in-kind funds to this project with the intent that it not only 'fill the need' but also create an innovative model that will ensure kids exiting high school will expect - and attain - employment early in their lives.

As evidenced in the accompanying letters of support, both Easter Seals and Jay Nolan have partners within major school districts, with other service providers, with advocacy groups and with individuals who are successfully working through the customized employment approach.

Thank you for having the vision to take on this critical need, and for the opportunity to collaborate on this venture.

Sincerely,

A handwritten signature in blue ink, appearing to read "Debbie Ball", is written over a light blue circular stamp or watermark.

Debbie Ball
Vice President, Employment Services
Easter Seals Southern California



GRIFFIN-HAMMIS ASSOCIATES, LLC

Date: July 24, 2012

To: Jeff Strully, Executive Director, Jay Nolan Community Services
Debbie Ball, Regional Vice President, Easter Seal Southern California

From: Cary Griffin, Senior Partner

Re: California DD Council Innovative Transition Strategies Proposal

Thanks again for inviting us to assist with the development of this proposal to the California DD Council to foster the demonstration and adoption of customized employment strategies for transition aged youth. I am especially impressed by the commitment your organizations show to the inclusion of families and the self-directedness of employment supports by youth.

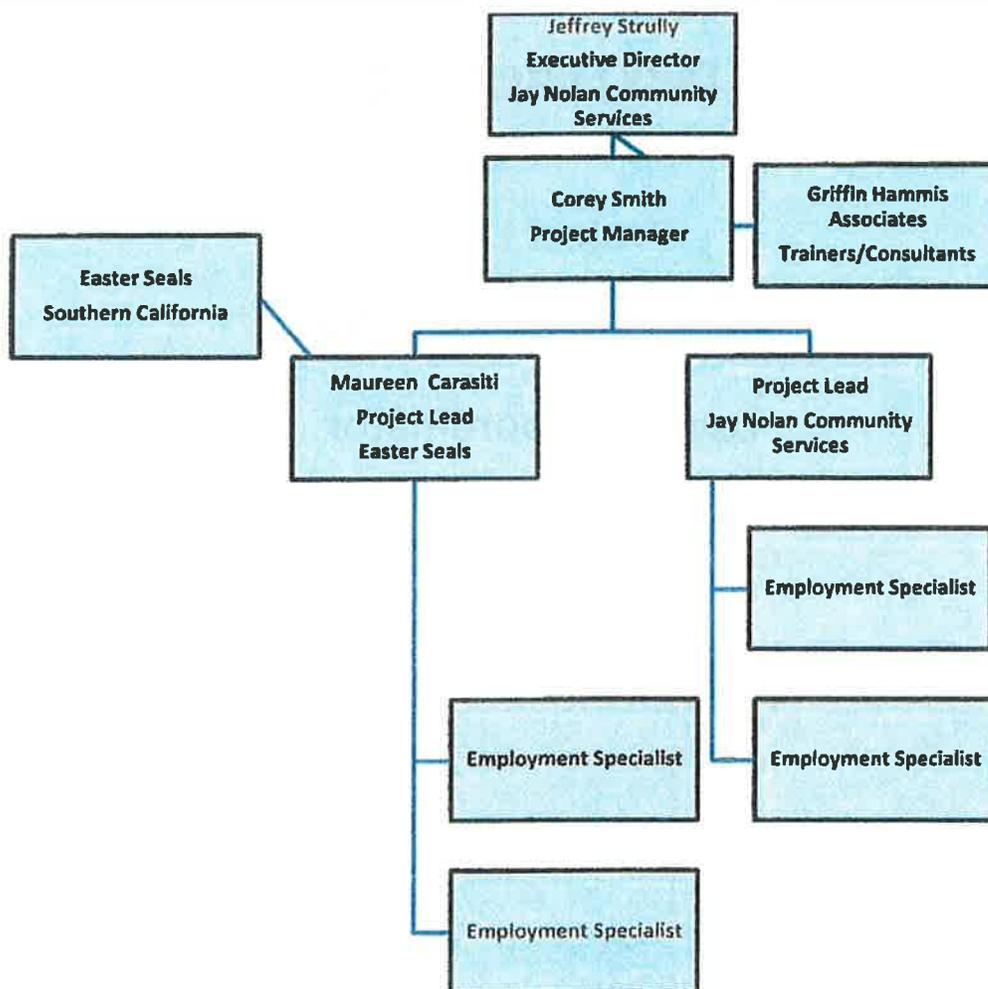
As you know, Griffin-Hammis Associates has a long history of working with Councils nationally and currently has half a dozen State DD Council projects in progress ranging from microenterprise development in Appalachia, developing self-employment capacity across Kansas, bringing CE processes to cities across Pennsylvania, and showcasing social and economic leveraging as an employment strategy in Florida's rural communities. The proposed project builds on the essential elements of family support, consumer self-direction, amalgamating funding sources, and using a variety of CE options, including Discovery, the development of Vocational Themes, Resource Ownership and self employment to address the high unemployment rates for youth with serious disabilities.

GHA stands ready to develop and refine materials, assist in national dissemination of best practices, provide classroom as well as on-line synchronous and asynchronous competency-based training, to offer nationally recognized certification of professional staff, and to provide extensive technical assistance as needed. Our long-standing partnerships with both Jay Nolan and Easter Seals, and our past work with various Regional Centers, provider agencies, and schools provides the foundation we will build upon to make certain this project is successful. Thanks again for this opportunity to work with your progressive and person-centered organizations.

Cary Griffin, Senior Partner
Griffin-Hammis Associates, LLC
5582 Klemeals Lane
Florence, MT 59833
(406) 360-2430

Dave Hammis, Senior Partner
Griffin-Hammis Associates, LLC
202 Stanley St.
Middletown, OH 45042
(513) 424-6198

Organizational Chart
Education, Empowerment and Employment for Success
Jay Nolan Community Services



Curriculum Vitae

Corey Smith, Project Manager

Maureen Carasiti, Project Lead, Easter Seals

Duty Statements

Project Lead

Employment Specialist

Logistics Coordinator

Corey J. Smith
1730 Red Bud Road
Quakertown PA
(215) 538-1730

Education: Masters of Administrative Science
Central Michigan University
Grand Rapids Michigan, May 2004

Bachelors of Science
Western Michigan University
Kalamazoo Michigan, December 1982
Behavioral Psychology

Certified Social Security Benefits Planning Assistance and Outreach
Specialist, University of Missouri-Columbia 2002

Organizations and Honors:

- Via 2008 Management Leadership Award for advancing Customized Employment and expanding braided funding options for employment
- Department of Labor Office of Disability Employment Policy: USA Start –Up for Self-Employment and Disability Mentor
- RCEP Region III VCU CRP Mentor
- T-TAP CRP Mentor assigned to CRP organizations interested in moving consumers from workshops to community employment settings, and attaining significant organizational change.
- Pennsylvania Association of Supported Employment (APSE) Board President
- PA Office of Developmental Programs Employment Quality Improvement Committee
- Past President and founding board member of Michigan Association for People in Supported Employment (MIAPSE)
- ARC Award (Kalamazoo MI) for systems change and employment outcomes 1991
- Michigan Springboard Award (ACCMHS) for advancement of Self-Determination by the Michigan DD Council 1998
- ARC Career Achievement Award 1988 for leadership in developing and delivering best practice services

Professional Experience:

Via of the Lehigh Valley (Via), Bethlehem Pennsylvania:
January 2004-present

Director of Employment Services- In this position we are doing an aggressive workshop conversion for over 220 people. (As of November 2008 over 80 % complete) Leading a dynamic team in completing a major workshop conversion, and a significant amount of school to work transition. Developing Customized Employment and Self-Employment outcome, as realistic employment outcomes. Developing new jobs for roughly 80 new candidates per year.

Griffin Hammis Associates Project Consultant
2009-present

With GHA I provide consultation, training, and development, where ever and whenever called upon. Recent projects included a 15 month consulting relationship with a provider organization in Youngstown Ohio that was quite successful. Currently scheduled to work in this capacity in New Jersey starting 10/2012 dependent upon the project being funded.

Allegan County Community Mental Health (Career Concepts):
8/12/1993- 8/04/2004

Director of Employment Services- Career Concepts is the employment services division of (ACCMHS). In this position we helped develop and maintain community jobs and small businesses for 190 DD/MH consumers. We also fully converted two large workshops. Allegan is a large Rural County and we put almost everybody to work in the community with no other workshops in the area. In this position, I was responsible for managing all employment operations and a two million dollar budget. This included developing new models of employment (customized employment, self-employment), and helping advance one of the country's most effective self-determination initiatives. I was also in charge of all consumer run services for people with mental health issues. This included changing a drop in center into an employment support program/self-employment incubator. Developing peer case manager positions including staff training and writing Pass's for vehicles, computers, etc...

MRC Industries Kalamazoo, Michigan
Supported Employment Manager
2/2/1987- 8/1/1993

In this position I was responsible for managing the supported employment department that grew from zero to 86 people working in its first 16 months before the rest of the state had a total of six people working in the community. I also was responsible for several grants. (See grant activity)

Grant Activity

(Throughout my career I have either written or managed a significant number of grants that were used to effect systems change and improved employment outcomes.)

- Below is a list of some of these grant initiatives:
- City of Bethlehem Community and Economic Development Self-Employment grant and Revolving Loan Fund
- PA Office of Developmental Programs Customized Employment Start up
- NISH Customized Employment Grant- This grant was to provide Customized Employment services
- Pennsylvania OMR Employment Pilot- This grant is to provide a stimulus package to advance school to work transition.

- Michigan Department of Career Development/Rehabilitation Services Innovation grant- This was a large Innovation and Expansion grant used to establish self-employment as a viable service option in our county and for consumers in the state of Michigan.
- RSA Supported-Self Employment RESEED grant- through the University of Montana- This grant also helped us establish self-employment options and establish flexible funding options, PASS, revolving loan fund, Medicaid, VR, etc...
- Michigan State University Rural Supported Employment Best Practice Grant: This grant was used to stimulate our successful workshop conversion.
- VR/DD Council Natural Supports grants: These large grants helped advance two organizations I worked for to learn and use natural supports technology in supported employment.
- Michigan DD Council Challenge Grant- With this grant we developed 50 jobs for people in workshop and day activity programs with IQ's in the severe range of MR and work rates below 20 % of norm. This grant won several awards.

Maureen A. Carasiti

16154 Oak Springs Drive
 Ramona, CA 92065
 (760) 525-4249 – Cell
 Carasiti@cox.net

Work Experience	<p>November, 2011-Present WorkFirst ~ A Division of Easter Seals Escondido, CA Director</p> <ul style="list-style-type: none"> • Direction and Leadership for all WorkFirst operations, services and staff • Work in cooperation on strategic planning and implementation of key initiatives • Coordination and oversight of Supported Employment, Direct Placement and Ticket to Work programs funded through the CA Department of Rehabilitation and CA Department of Developmental Services • Facilitate and support associates with Discovery, Job Matching and Analysis Processes • Support coordination of microenterprise opportunities • Ensure compliance with local, state and federal laws and regulatory procedures • Networking/Collaborating within local and state committee work groups
	<p>September, 2008 – November, 2011 Developmental Services Continuum Lemon Grove, CA Associate Director</p> <ul style="list-style-type: none"> • Leadership and oversight for DSC operations • Fund development – grant review and preparation, developing and maintaining donor relationships, funding source identification, coordinating fundraising activities • Marketing – development of website, brochures, publications and other marketing media • Human resources services – recruiting, performance management and review, orientation, employee relations, ensuring agency alignment with regulatory requirements and labor laws • Assist in development, management and review of annual budget • Provide public awareness by representing DSC in the community • Grassroots advocacy initiatives
	<p>February, 2007 – July, 2008 Noah Homes, Inc. Spring Valley, CA Executive Director</p> <ul style="list-style-type: none"> • Provide leadership and oversight for Noah Homes operations, services,

	<p>residents and staff</p> <ul style="list-style-type: none"> • Ensure provision of services to residents • Comply with local, state and federal laws and regulations • Develop annual appeal and participate in all fundraising events • Prepare and submit grant proposals • Work in cooperation with administrative team to prepare comprehensive annual budget and review salaries • Provide public awareness by representing Noah Homes in the community • Build and maintain effective relationships with volunteers • Serve as an advocate on issues impacting the quality of life for people with developmental disabilities <p>1999-2007 Home of Guiding Hands Lakeside, CA Coordinator of Program Services</p> <ul style="list-style-type: none"> • Monitor and assess the delivery of program services in 27 residential homes to ensure compliance with State and Federal licensing requirements by the Department of Health Services and Community Care Licensing • Supervise and train Qualified Mental Retardation Professionals and CCL Administrators • Participate in long range planning and budget coordination • Develop and review agency policies and procedures • Organize orientation for all agency employees • Coordinate the Human Rights Committee • Participate as a member of the HGH Board Committee for Program Services • Coordinate staff and volunteer recognition events <p>1994-1999 Home of Guiding Hands Lakeside, CA Staff Development Coordinator/HR Generalist</p> <ul style="list-style-type: none"> • Coordinate facility orientation for new employees and ensured compliance with state and federal regulations for ongoing employee training • Coordinate and facilitated management training • Educate staff in areas including client rights, abuse prevention, program implementation, centered planning, leadership and advocacy • Assess the training needs within the organization • Training and tool development • Develop performance appraisal systems • Research and developed personnel policies and procedures • Participate in the development of the employee newsletter <p>1990-1997 Home of Guiding Hands Lakeside, CA Qualified Mental Retardation Professional <i>Consumer Services:</i> ensured compliance with federal and state regulatory</p>
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	<p><i>Implementation and Knowledge. Advisory Board Member and Conference Presenter.</i></p> <ul style="list-style-type: none"> • Person Centered Planning Training Committee Member - participated with San Diego Regional Center and like service agencies to develop person centered planning training materials that were utilized in conferences within the service field. • Board Leadership Training Committee Member –participated in the development of training curriculum which focused on board responsibilities and governance. Provided instruction for individuals with developmental disabilities through involvement with People First. • Seminar by the Bay Planning Committee Member (2002 and 2003)
Publications	<p>Pat Libby & Associates, (2012) The Lobbying Strategy Handbook –Ten Steps to Advancing Any Cause Effectively Thousand Oaks CA: SAGE Publishing Authored Chapters 8 & 9 – Pages 165-220</p>

References will be furnished upon request.

Duty Statement Project Lead
Community Program Development Grant Cycle 35
Education, Empowerment and Employment for Success

Qualifications:

- BA in social service field or commensurate experience
- Well trained and effective in the concepts and practices of person centered planning/thinking and self-determination.
- Well trained in the areas of school to work transition, blended funding, and customized employment.

Job Responsibilities:

- Work with students/job seekers and their families to develop employment teams.
- Work with students/job seekers on the Discovery Process and developing 3-5 vocational themes.
- Supervise employment specialists in working through the Discovery process and developing vocational themes.
- Work with students/job seekers to develop CE employment plans.
- Work with teams and others to negotiate carved wage jobs.
- Work with job seekers on market research for self-employment options.
- Work with job seekers on developing business plans.
- Learn and use work incentives including PASS.
- Supervise customized employment specialists to attain mastery on all areas of CE.
- Effectively liaison with students/job seeker, schools, DOR, families, on effective team processes.
- Work with teams to find additional blended funding for employment outcomes as needed.
- Schedule effective staffing patterns to attain desired outcomes.

Duty Statement Customized Employment Specialist

Community Program Development Grant Cycle 35

Education, Empowerment and Employment for Success

Qualifications:

- Trained and effective in the practices of person centered thinking and self-determination

Job Duties

- Work with students and job seekers completing the Discovery process and developing 3-5 themes.
- Develop informational interview opportunities for job seekers
- Conduct informational interviews with job seekers and business owners
- Effectively work with job seekers and develop employment plans based on the lessons learned during the Discovery process.
- Effectively develop the list of 20 places a person might make money based on vocational themes and investigate.
- Effectively liaison with high schools, students, families, employers on scheduling.
- Develop typical wage jobs
- Develop customized job carving wage positions.
- Effectively negotiate customized wage positions and the use of resource ownership.
- Assist with market research and planning for self-employment options for employment.
- Learn how to effectively use Social Security Work Incentives.

Duty Statement Logistics Coordinator

Community Program Development Grant Cycle 35

Education, Empowerment and Employment for Success

Qualifications:

- Experience living with a disability

Job Duties

- Assist the Project Staff to manage the everyday logistics of the project
- Schedule and organize events
- Prepare and manage documents related to project
- Prepare and coordinate training materials
- Coordinate communications
- Manage social media
- Other tasks as assigned

Cost Proposal Worksheet

Line Item	2013	Other Costs	\$2,014	Other Costs	Total
A. Personnel Services					
Project Manager (1)					
30 hr/wk @\$38.75/hr	\$60,060		\$60,060		\$120,120
Project Leads (2)					
40/wk @ \$16/hr	\$66,976		\$66,976		\$133,952
Employment Specialists (4)					
40/wk @\$14/hr	\$116,480		\$116,480		\$232,960
Logistics Coordinator (1)					
25 hr/wk @ \$10.5/hr	\$13,650		\$13,650		\$27,300
Benefits @ 25% of salaries	\$64,292		\$64,292		\$128,583
B. Consultant/Subcontractors					
Griffin Hammis Assoc. Trainers					
12 days @ \$1500/day	\$18,000		\$18,000		\$36,000
Travel costs		\$3,000		\$3,000	\$6,000
Co-trainers (people w/disabilities who are working and family members) \$100/session-10 people	\$1,000		\$1,000		
C. Travel Costs					
7 staff/200mi/mo each @ 55.5¢/mile	\$9,324		\$9,324		\$18,648
D. Operating Costs					
Release time for teachers to attend training (pay for subs, travel costs, etc.)	\$10,000		\$10,000		\$20,000
Materials and supplies (notebooks, training manuals, copying, training supplies, mailings, advertising, etc.)		\$8,000		\$8,000	\$16,000
Quick Start Operating Expenses for Individual Work Plans		\$20,000		\$20,000	\$40,000
Rent, utilities, office equipment, communications (\$2500/mo)		\$30,000		\$30,000	\$60,000
E. Administrative Overhead					
Administrative personnel (Exec. Dir, Area Directors, Accounting, HR, etc.) at Jay Nolan Com Svs. and Easter Seals; overall general operating costs at both agencies at 12% project costs		\$50,494		\$50,134	\$100,628
TOTAL CONTRACT	\$359,782		\$359,782		
Total In Kind Match		\$111,494		\$111,134	
% of In Kind Match		31%		31%	

Previous Grants Received in the Past Two Years

Education, Empowerment and Employment for Success

Jay Nolan Community Services

Community Program Development Grant Cycle 35

- Communication Enhancement Project, California Communication Access Foundation, Shelley Bergum, [\(510\) 268-4754](tel:5102684754), \$42,100
- Camperships, McCormick Foundation, LA Times Family Fund \$12,000 for camperships for low income children or those on MediCal, TANF or in Foster Care in 2010, 2011, 2012. Molly Baltman, Program Officer, Communities 312-445-5000
- Camperships, Autism Speaks - \$5,000 for camperships for children with autism - 2011. Serina Selkin, Grants Manager (917) 475-5059
- Kayne Anderson Micro Enterprise Grant - May 2012 - Megan Wade, Kayne Anderson [\(323\) 422-4721](tel:3234224721); \$30,000
- The Real Economic Impact (REI) (Division of National Disability Institute) income tax prep grant -\$3,000; Thomas Cavagnero, SR tax consultant, [\(213\) 576-3647](tel:2135763647); Michael Roush MA National program Director for Real Impact Tour, [\(727\) 278-1352](tel:7272781352).
- State Council on Developmental Disabilities - Event sponsorship towards parents/self-advocates travel/lunch; \$999; Kristie Allensworth, [\(916\) 322-8777](tel:9163228777).

State Council on Developmental Disabilities –RFP CPDG Cycle 35 2013

ATTACHMENT 1

Attachment Checklist

	Attachment #	Attachment Name/Description
<u>✓</u>	Attachment 1	Required Attachment Check List
<u>✓</u>	Attachment 2	Proposal/Proposer Certification Sheet
<u>✓</u>	Attachment 3	Cost Proposal Worksheet
<u>✓</u>	Attachment 4	Payee Data Record (STD 204) The Payee Data Record can be found on the Internet at www.documents.dgs.ca.gov/osp/pdf/std204.pdf .
<u>✓</u>	Attachment 5	Contractor Certification Clauses (CCC). The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .

ATTACHMENT 2

Proposer Certification Sheet

1. Company Name Jay Nolan Community Services		2. Telephone Number (818) 361-6400	2a. Fax Number (818) 365-0522
3. Address 15501 San Fernando Mission Blvd. #200 P.O. Box 9604 Mission Hills, CA 91346-9604			
Indicate your organization type:			
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	6. <input checked="" type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN) 51-0179153		8. California Corporation No. C0759908	
9. Indicate applicable license and/or certification information: N/A			
10. Proposer's Name (Print) Jeffrey L. Strully		11. Title Executive Director	
12. Signature		13. Date July 25, 2012	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:			
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter certification number:		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter your service code below:	
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked Date application was submitted to OSBCR, if an application is pending:</p>			

ATTACHMENT 3: Cost Proposal Worksheet

Line Item	2013	Other Costs	\$2,014	Other Costs	Total
A. Personnel Services					
Project Manager (1)					
30 hr/wk @\$38.75/hr	\$60,060		\$60,060		\$120,120
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TOTAL CONTRACT	\$359,782		\$359,782		
Total In Kind Match		\$111,494		\$111,134	
% of In Kind Match		31%		31%	

ATTACHMENT 5: Contractor Certification Clauses (CCC)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Jay Nolan Community Services		<i>Federal ID Number</i> 51-0179153
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jeffrey L. Strully, Executive Director		
<i>Date Executed</i> July 25, 2012	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**CYCLE 35 PROGRAM DEVELOPMENT FUND
APPLICATIONS**

Applicant(s)	Summary of Proposal	Amount Requested
Alchemia (Petaluma, CA)	"The Arts and Enterprise Program is designed to develop an innovative transition model to increase the number of youth and young adults with developmental disabilities pursuing the arts as a viable career."	2013: \$129,998 2014: \$ 56,722
Alameda County Health Care Services (San Leandro, CA)	In collaboration with the Oakland Unified School District and East Bay Innovations, an innovative, collaborative strategy to counter the underrepresentation of individuals with developmental disabilities in California's workforce by increasing options for youth and young adults to prepare for and obtain integrated competitive employment.	2013: \$148,497 2014: \$130,718
Home Ownership for Personal Empowerment (HOPE) (Torrance, CA)	The "College to Career (C2C) program is to integrate students with developmental disabilities into all aspects of campus and community living by providing a residential "dorm like" experience while they are attending college." Funds requested are to purchase and rehabilitate property for up to six students.	2013: \$49,996
Tierra del sol Foundation (Sunland, CA)	Expansion of current NEXUS program to "directly deliver proven and effective outcome based, transition-to-career path employment services to 160 youth and their families" in two regional center catchment areas.	2013: \$175,000 2014: \$146,000
Alhambra Unified School District (Alhambra, CA)	"To develop and implement a similar, but unique, program to serve our LIFT students" ... "preparing them to be successful in non-supported employment in their local community."	2013: \$117,561

Resources for Independent Living (Fresno, CA)	<p>“Successful Education & Employment Design (SEED) is a unique system that incorporates organizational meetings with youth, family and professional advisory groups to design and monitor our service delivery model. “ ... from this input...mold a service delivery system to provide education and employment through Exceptional Parents Unlimited, Inc. for soft skills and actual job development services.”</p>	2013: \$309,541
Lincoln Training Center (South El Monte, CA)	<p>“ ... to afford opportunities for youth and young adults with disabilities to transition from a special education environment into the workforce.”</p>	2013: \$342,858
Ada’s Café (Palo Alto, CA)	<p>For capital expenses and start-up costs of a café employing person with developmental disabilities.</p>	2013: \$360,000 ? (unclear from proposal)
Progressive Employment Concepts (Citrus Heights, CA)	<p>Develop and implement a work internship program for youth and young adults with developmental disabilities. The project would be a 7-week revolving internship for up to 6 individuals with a total operating span of 1 year and serving 36 individuals.</p>	2013: \$142,047
Community Life Services (Soquel, CA)	<p>To lead collaboration between school programs, regional center, DOR and traditional employment services through enhanced transition services provided by a Transition Specialist to guide the shift from Workability to real employment.</p>	2013: \$46,000
Mobility Management Partners (Camarillo, CA)	<p>To provide individualized Transportation Access Plans and travel training to transition-aged youth; demonstrating and teaching the transportation options in their local community and the job access resources they can travel to using public transportation.</p>	2013: \$131,164 2014: \$131,164
Community Catalysts of California (San Diego, CA)	<p>Develop and implement financial literacy courses tailored to youth and young adults with intellectual and developmental disabilities who are either competitively employed, seeking competitive employment and/or seeking postsecondary education.</p>	2013: \$20,295 2014: \$20,295

San Juan Unified School District (Carmichael, CA)	Action research study to develop and pilot an innovative transition model program for students with developmental disabilities who completed their education in inclusive or mild/moderate programs but need additional transition assessment, instruction and support to acquire competitive employment.	2013: \$116,745
Arts and Services for Disabled, Inc. (Long Beach, CA)	To train students attending and transitioning from Long Beach Unified School District into the adult working world through learning the necessary skills to create salable art, art media, radio programming and launch their own micro enterprise business.	2013: \$76,321 2014: \$76,321
Santa Rosa Junior College (Santa Rosa, CA)	Enhance services offered to students enrolled in the College to Career Program at Santa Rosa Junior College by developing strategies, resources and relationships for students to successfully complete Work Experience Courses.	2013: \$37,657 2014: \$37,907
Dale McIntosh Disability Resource Centers (Garden Grove, CA)	Assessment and individual planning to help youth make informed choices; development of a personal plan to obtain employment or enroll in postsecondary education; life skills training and education; preparatory and work based experiences; youth development and youth leadership opportunities.	2013: \$177,160 2014: \$182,840
Walden Family Services (San Diego, CA)	Developing community partnerships and outreach; provision of social services and incomes supports; work-readiness training; occupational skills development; job search skills; job placement assistance; ongoing social services and job coach support; up to 12 month of additional skill training; and outcome and data tracking.	2013: \$356,432 2014: \$356,432
Goodwill Industries of Southern California (Los Angeles, CA)	Provide outreach, intake/assessment, preparation, job placement and retention/follow-up services.	2013: \$152,203 2014: \$207,796

<p>Coastline Community College (Fountain Valley, CA)</p>	<p>Expand and enhance the Vocational Program, a transition program for students with intellectual disabilities who desire paid work in the community.</p>	<p>2013: \$35,000 2014: \$35,000</p>
<p>University of California, Los Angeles Extension (Los Angeles, CA)</p>	<p>In collaboration with Best Buddies California, develop a replicable and sustainable model to provide postsecondary education and employment supports preparing young people with intellectual and developmental disabilities for integrated competitive employment.</p>	<p>2013: \$165,946 2014: \$170,925</p>
<p>The Janet Pomeroy Center (San Francisco, CA)</p>	<p>Skyline for Success Program (SSP) to teach learning and understanding workplace environments and expectations; assessing personal potential for work and training; understanding wages and the value of work; providing information to parents/caregivers about the impact of work placement; and transitioning youth to integrated and competitive work.</p>	<p>2013: \$33,659 2014: \$47,414</p>
<p>Jay Nolan Community Services (Mission Hills, CA)</p>	<p>To work with a Youth Target Population and families on innovative strategies to improve transition outcomes for both competitive employment and post-secondary education to advance career development</p>	<p>2013: \$359,728 2014: \$359,728</p>
<p>El Rancho Unified School District (Pico Rivera, CA)</p>	<p>Employment of a Vocational Specialist to enhance focus on employment, independent living skills and education or job training.</p>	<p>2013: \$83,680 2014: 83,680</p>
<p>The Arc of Los Angeles and Orange Counties (Downey, CA)</p>	<p>In collaboration with others, project will identify youth and young adults interest in employment; provide family information and training; focus on transition activities; job development; and employment services.</p>	<p>2013: \$86,240 2014: \$86,240</p>
<p>North Orange County Community College District (Cypress, CA)</p>	<p>The Student Success Lab (SSL) is intended to give students the support they need to successfully complete postsecondary educational programs and increase their opportunities to become employed in better jobs.</p>	<p>2013: \$193,821</p>

United Cerebral Palsy of San Diego (San Diego, CA)	To strengthen and continue College Bound, a week long program in the summer offering individuals with the experience of living and learning on a college campuses.	2013: \$62,983 2014: \$60,847
Napa Valley Support Services (Napa, CA)	I TOO (Can Work) will develop needed stamina and soft skills through volunteer resume-building activities and paid work experience for 30 young adults full-time and up to 44 part-time participants.	2013: \$153,887 2014: \$ 55,309
ABC Unified School District (Cerritos, CA)	Expansion of the Adult Transition Program to serve additional students and families through social skills, transportation, traits of good employees and job safety training.	2013: \$77,872 2014: \$85,787
Allen, Shea and Associates (Napa, CA)	To place participants in employer paid jobs and non-paid work experience with natural and/or job coaching support; provide training and website information to participants, families and stakeholders to raise expectations on the importance of self-sufficient lives; and collaborate with local, state and federal agencies to identify policies and best practices to promote integrated competitive employment.	2013: \$110,119 2014: \$110,119
West LA College (Culver City, CA)	College to Careers program to prepare college-aged youth with developmental disabilities for integrated competitive employment.	2013: \$32,529
The Help Group (Sherman Oaks, CA)	To develop specialized micro enterprises within a program setting to allow learning, practice and mastery of skills to make successful transition from school to work.	2013: \$168,000 2014: \$112,500
State Center Community College District (Fresno, CA)	To add a third year component to the existing Transition to Independent Living and Education program with focus on work experience, job skills development and job placement.	2013: \$247,538
Trancen, Inc./WorkLink (Rockville, MD)	Develop and deliver a series of AimHIRE trainings to raise the bar on employment outcomes.	2013: \$53,386 2014: \$52,298

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A. PURPOSE AND DESCRIPTION OF SERVICES

1) Purpose

The purpose of this Request for Proposal (RFP) is to seek qualified proposers to develop innovative transition models to increase the numbers of youth and young adults with developmental disabilities, ages 14-30 in integrated competitive employment. and/or postsecondary educational opportunities leading to career advancement. The State Council on Developmental Disabilities (SCDD) is soliciting proposals that meet all of the criteria set forth in this, RFP.

2) Background

State Councils on Developmental Disabilities are funded by the Administration on Developmental Disabilities (ADD) under federal law 42 USC 15021 SEC. 121 to “engage in advocacy, capacity building, and systemic change activities that contribute to a coordinated, consumer- and family-centered, consumer- and family-directed, comprehensive system of community services, individualized supports, and other forms of assistance that enable individuals with developmental disabilities to exercise self-determination, be independent, be productive, and be integrated and included in all facets of community life.”

State Councils on Developmental Disabilities (SCDD) are required to develop 5 year State Plans which identify goals and objectives to enhance and improve upon the quality of life enjoyed by individuals with developmental disabilities. This RFP is intended to fund projects that advance the Council’s State Plan goals, as cited below:

California’s 2012—2016 State Plan includes the following Goal #9:

“Working age adults with developmental disabilities have the necessary information, tools and supports to succeed in inclusive and gainful work opportunities.”

Further, SCDD convenes the Employment First Committee (EFC), established under Chapter 231 ,Statutes of 2009, and charged with developing a recommended employment first policy, identifying best practices and strategies for gainful employment, identifying existing sources of employment data, and recommending legislative, regulatory, and policy changes for increasing the number of individuals in integrated competitive employment, self employment and microenterprises who earn wages at minimum wage or above, and make recommendations for improving transition practices.

SCDD is also a member agency in the California Consortium on the Employment of Youth and Young Adults with Intellectual Disabilities/Developmental Disabilities (CECY),-a Project of National Significance Partnerships in Employment Grant. CECY is a statewide collaboration of state agencies, associations and committees in rehabilitation, developmental services, education, employment whose mission is to build capacity in California state systems and local communities to increase the number of youth and young adults with intellectual and other developmental disabilities in integrated competitive employment.

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Few youth (14%) with developmental disabilities in California today achieve employment following high school, as the vast majority transition to day programs or other non-work activities. Through the design and implementation of this 2013 grant cycle, we are seeking proposals that will address barriers and assist youth to achieve integrated competitive employment in careers of their choice.

3) Description of Services Sought

a) Project Priorities

- New or expanded innovative transition models that result in increased numbers of youth in integrated competitive employment.
- New or expanded innovative transition models that result in increased numbers of youth in postsecondary educational opportunities to facilitate career development leading to integrated competitive employment.

Within each priority above, the project shall incorporate the provision of information and training for youth and families that set expectations at an early stage of life for future integrated competitive employment and increase the number of families successfully supporting transition to postsecondary education and/or integrated competitive employment. This information should include a component illustrating the responsible agencies and assistance available during different stages of a consumer's lifetime.

b) Guiding Principles for Projects

Proposals must address how the following principles will be met by the project:

- Involve individuals with developmental disabilities and families in the development of the project.
- To the extent feasible, employ individuals with developmental disabilities in the implementation of the project.
- Illustrate how the project will reach typically underrepresented populations and specifically involve individuals from diverse cultures in the development and implementation of the project..
- Illustrate how the project will collaborate with existing agencies, organizations and initiatives that are currently focused on achieving integrated competitive employment of people with developmental disabilities.
- Include a specific focus on youth who will have significant support needs when they transition to integrated competitive employment.

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c) Duration of Project

Grants awarded under this RFP Cycle 35 are for one year (October 1, 2012 – September 30, 2013) or may be submitted for a two year period, ending September 30, 2014. If the proposal assumes funding for a second year, this must be clearly stated and there must be independent outcomes identified for each year of funding. The Council will evaluate the expenditure of funds and programmatic progress annually. Funding for the second year is subject to the availability of funds and the Council's evaluation of first year progress and outcomes.

d) Definitions (for the purposes of the RFP)

Competitive employment means work in the competitive labor market that is performed on a full time or part time basis in an integrated setting and for which an individual is compensated at or above minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals without disabilities. Competitive employment includes self-employment and microenterprises.

"Integrated work" means the engagement of an employee with a disability in work in a setting typically found in the community in which individuals interact with individuals without disabilities other than those who are providing services to those individuals, to the same extent that individuals without disabilities in comparable positions interact with other persons.

"Youth/Targeted Population" means individuals with developmental disabilities between the ages 14 and 30.

"Developmental disability" means

- 1) a severe, chronic disability of an individual that is attributable to a mental or physical impairment or combination of mental and physical impairments;
- 2) manifested before the individual attains age 22;
- 3) is likely to continue indefinitely; (4) results in Substantial limitations in three or more of the following functional areas: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and capacity for economic self-sufficiency;
- 4) reflects the individual's need for a combination and sequence of special, interdisciplinary or generic services, individualized supports, or other forms of assistance that are lifelong and extended duration and are individually planned and coordinated.

B. MINIMUM QUALIFICATIONS FOR PROPOSERS

Each proposer shall demonstrate substantial experience in delivering transition-related services to youth and/or adults with developmental disabilities. Proposers shall provide information regarding the qualifications of the proposer and all staff and/or consultants who will contribute to the project. The proposal shall include:

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- 1) An organizational chart, job descriptions, and qualifications, as applicable, (maximum 5 pages, plus specifically referenced resumes)
- 2) A signed cover letter shall be included on company letterhead and attached to the front of the RFP response package. The signature on the cover letter shall be from the lead proposer or a duly authorized party representing the proposer and the proposer's proposal. At a minimum, the cover letter shall include the following statement:

"We have carefully read and understand all the provisions in this RFP and agree to be bound by them. We fully read and reviewed the terms and conditions as stated in the State Contracting Requirements, attached to the RFP, and, that by submitting a response understand that this document represents the agreement that we will be expected to execute if we are successfully awarded a **Cycle 35 CPDG from the SCDD.**" No deviations or exceptions to this statement shall be accepted or permitted.

C. INSTRUCTIONS FOR SUBMITTING PROPOSAL

a) Timelines and Submission Information

Proposal Deadlineby 5:00 p.m. on Friday, July 27, 2012
Written Question Submittal Deadline.....no later than 3:00 pm on July 13, 2012
Council Action to Award Grant(s).....September 12, 2012
Public NoticeSeptember 13, 2012
Protest PeriodSeptember 13 – 23, 2012
Award Notification (pending completion of protest period) September 23, 2012
Anticipated Funding of Awarded Proposals to Begin..... November 1, 2012

- 1) The proposal must be complete and meet all of the requirements set forth in the proposal guidelines.
- 2) Proposers are responsible for providing accurate, current, and complete information about their organization and proposed program/project.
- 3) All decisions regarding proposals that are ultimately funded are the sole responsibility of SCDD. Therefore, submission of all required documentation must be submitted and completed in the manner outlined in this proposal packet.
- 4) SCDD reserves the right to amend guidelines by addendum, but no later than ten days prior to the submission deadline date.
- 5) Two copy ready applications, including all the required documentation must be received by **July 27, 2012 at 5:00 p.m.** Any proposals received after Friday, July 27, 2012 regardless of the postmarked date, will be returned to the proposer, and will not proceed through the evaluation process.

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- 6) SCDD **does not accept faxing or e-mailing** of any documents pertaining to the completed application.
- 7) The proposals selected for funding will be at the sole discretion of SCDD.
- 8) Prior to posting the "Notice of Intent to Award Contracts" and during the protest period all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the protest period ends, all proposals received will be regarded as public record. Any language purporting to render all or any portion of the proposals confidential shall be regarded, as non-effective and the proposal will be rejected.
- 9) SCDD staff will not provide written or oral debriefings to unsuccessful applicants.
- 10) The proposal package should be prepared in the least expensive method.
- 11) All proposals must be submitted under **sealed** cover and sent to **State Council on Developmental Disabilities** by dates and times shown in Section C (a), Timelines and Submission Information on page 6.
- 12) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- 13) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 94811
Attention: Kristie Allensworth**

DO NOT OPEN

- 14) If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- 15) Proposals not submitted under sealed cover and marked as indicated may be rejected.
- 16) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

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- 17) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. SCDD may reject any or all proposals and may waive any immaterial deviation in a proposal. SCDD's waiver of immaterial deviation shall in no way modify the RFP or excuse the proposer from full compliance with all requirements.
- 18) Costs incurred for developing proposals and in anticipation of award of agreement contract are entirely the responsibility of the proposer and shall not be charged to the State of California.
- 19) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, page 27. The signature must indicate the title or position that the individual holds in the firm. Unsigned proposals may be rejected.
- 20) All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to Proposal Due Date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- 21) SCDD may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- 22) SCDD reserves the right to reject all proposals. The agency is not required to award an agreement.
- 23) Before submitting a proposal, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- 24) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- 25) SCDD does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- 26) No oral understanding or agreement shall be binding on either party.

b) Electronic Questions and Answers for this RFP

For the purpose of discussing questions or concerns regarding this RFP, e-mails may be sent to Kristie Allensworth, any time before, and up July 13, 2012. Send your e-mails to kristie.allensworth@scdd.ca.gov. In order to ensure fairness, all questions regarding this RFP will be shared via e-mail with each person, agency or organization requesting RFP packets. Answers to questions will be sent to prospective proposers on or before July 20, 2012. Persons requesting RFPs shall provide their email address at the time of their request to Kristie Allensworth in order to ensure receipt of all questions and responses.

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D. FUNDING OF PROJECTS

- 1) SCDD anticipates awarding a total of \$360,000 for one or more grants in Cycle 35.
- 2) Funding is contingent on the SCDD's receipt of sufficient federal funds. After the announcement of a grant award, changes in the level of federal appropriations received by SCDD may result in the reduction of funds or withdrawal of some or all funded proposals. SCDD assumes no responsibility for costs incurred by the applicant for the completion or submission of a proposal.
- 3) SCDD reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified entity, or to modify or cancel, in part, or in its entirety, these guidelines if it is in the best interest of SCDD to do so.
- 4) SCDD may reduce the allocation request in any proposal. If the proposal amount is reduced, the applicant will be asked if they would like to proceed with the process. If applicant wishes to proceed, a revised budget will be required with the new allocation amount.
- 5) Successful grantees will submit all invoices in arrears. Prior to executing the contract, successful grantees must be able to provide assurances that they are financially able to meet expenditures until approved reimbursement is received.

E. REQUIREMENTS FOR PROJECT SUBMISSION

1) Components of Submission

a) Cover Letter, Cover Page and Table of Contents

- i. All proposals shall contain a cover letter, as specified on page 6 and a cover/title page.
- ii. A table of contents is required and shall include all sections identified with all pages clearly and consecutively numbered.

b) Statement of Purpose/Overall Approach

In no more than two double-spaced, typewritten pages (12-point Arial font), the proposer shall describe its understanding of the scope of the RFP and the overall approach to carrying out the provisions. Include a brief description of proposer's organization, the program services to be provided, and the methods proposed to meet and evaluate program services.

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c) **Proposal Narrative**

The narrative must include:

- i) A detailed work plan indicating all tasks and work to be completed and time lines for all major activities. All proposals must include each of the items below, as well as the items identified on the Checklist (Attachment 1) and be responsive to the RFP. Sample work products will not be considered in lieu of a narrative description.
- ii) Measurable goals, objectives, implementation strategies, and anticipated outcomes.
- iii) The target population to be addressed, including numbers and rationale for selection.
- iv) Identification of the related agencies/organizations the grantee will work collaboratively with and the respective roles of each.
- v) An outcome-oriented evaluation plan that is consistent with the goals and objectives of the project.
- vi) A data collection and reporting system. Non-confidential individualized data along with overall data regarding the status and outcomes of the project shall be made available to the Council.
- vii) Effective strategies to support sustainability and replication once project funding has ended.

d) **Letters of Support**

Attach a minimum of three (3) letters of support from three different entities. Proposers are urged to obtain letters of support from any collaborators working on the project. Each letter shall identify the company/individual's name, address and state the contact person with the telephone number. **Letters of support received from entities that will financially benefit from the grant funding of this project shall not be counted toward the required three letters of support. SCDD members, state departments that have appointed members on SCDD, SCDD Headquarters' and Area Board staff are ineligible to write letters of support.**

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e) **Organizational Chart**

Provide an organizational chart for the proposed program only. List the names and positions of the personnel listed in your budget. The organizational chart does not need to include the entire agency or institution and:

- i) **Curricula Vitae, Duty Statement, Current Licenses and Credentials**
Where available, provide curricula vitae for each staff person that will be working of the proposal; if staff has not been hired yet, provide duty statements.

f) **Cost Proposal Worksheet (Project Budget)(see Attachment #3)**

- i) Develop a line item budget for the project. For each itemized category, specify the total project costs and a description of each expense.
- ii) Grant recipients are not required to provide an in-kind match, but are encouraged to do so. In-kind funds are to be identified in the column marked "Other Funds."
- iii) Indirect costs are to be capped at **no more than 12%** of project's total budget

g) **Previous grants/awards**

List all grants/awards received from other entities in the last two years that benefit individuals with developmental disabilities. This should include the name of project, the funding source, contact person, telephone number and the amount of the grant/award.

h) **Attachments #1 - # 5 (see page 26)**

F. ADDITIONAL PROPOSAL INFORMATION

1) **Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by SCDD.

2) **Agreement Execution and Performance**

Service shall start not later than **60** days, or on the express date set by SCDD and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, SCDD, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between

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Contractor's Proposal price and the actual cost of performing work by another contractor.

3) Data Sharing

As a condition of acceptance of this award, the grantee and their partners will be expected to make available non-confidential data to SCDD, and by SCDD to CECY's independent evaluator. The data to be collected and shared includes demographics on program participants, service delivery partners, strategies and technologies employed, outcome measures, barriers, and best practices.

4) Verification of Proper Information

By submitting a proposal, proposers agree to authorize SCDD to:

- a) Verify any and all claims made by the proposer including, but not limited to verification of prior experience and the possession of other qualification requirements; and
- b) Check any reference identified by a proposer or other resources known by SCDD to confirm the proposer's business integrity and history of providing effective, efficient and timely services.

Proposals that contain false or misleading statements, or provide references, that do not support a claim by the proposer, may be rejected. If a proposer's claims on the Required Attachment/Certification Checklist cannot be verified to SCDD's satisfaction, the proposal will be deemed nonresponsive and rejected from further consideration.

5) SCDD rights

In addition to the rights discussed elsewhere in this RFP, SCDD reserves the following rights:

a) RFP Changes

SCDD reserves the right to do any of the following up to the proposal submission deadline:

- i) Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
- ii) Issue clarification notices, Addenda, alternate RFP instructions, forms, etc.
- iii) Waive any RFP requirement or instructions for all proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
- iv) Allow proposers to submit questions about any RFP change, correction or Addenda. If SCDD allows such questions, specific instructions will appear in the cover letter accompanying the document.

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b) Collect Information from Proposers

- i) If deemed necessary, SCDD may request a proposer to submit additional documentation during or after the proposal review and evaluation process. SCDD will advise proposers orally, by fax, email, or in writing of the documentation that is required and the time line for submitting the documentation. SCDD will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause SCDD to deem a proposal nonresponsive.
- ii) SCDD, at its sole discretion, reserves the right to collect, by mail, email, fax or other method; the following omitted documentation and/or additional information:
 - 1) Signed copies of any form submitted without a signature.
 - 2) Data or documentation omitted from any submitted RFP attachment/form.
 - 3) Information/material needed to clarify or confirm certifications or claims made by a proposer.
 - 4) Information/material or form needed to correct or remedy an immaterial defect in a proposal.
- iii) The collection of proposer documentation may cause SCDD to extend the date for posting the Notice of Intent to Award. If SCDD changes the posting date, SCDD will advise the proposers, orally, via email, or in writing, of the alternate posting date.

c) Right to Remedy Errors

SCDD reserves the right to remedy errors caused by:

- i) SCDD office equipment malfunctions or negligence by agency staff,
- ii) Natural disasters (i.e., floods, fires, earthquakes, etc.).
- iii) Any other catastrophic event beyond SCDD's control.
- iv) Waive any RFP requirement or instruction for proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.

d) No contract award or RFP cancellation

The issuance of this RFP does not constitute a commitment by SCDD to award a contract SCDD reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of SCDD to do so.

e) Contract amendments after award

The SCDD reserves the right to amend the contract after SCDD makes a contract award.

f) Staffing changes after contract award

SCDD reserves the right to approve or disapprove changes in key personnel that occur after SCDD awards the contract.

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g) **Withdrawal and/or Resubmission of Proposals**

i) **Withdrawal deadlines**

A proposer may withdraw a proposal at any time before the proposal submission deadline.

ii) **Submitting a withdrawal request**

Submit a written withdrawal request, signed by an authorized representative of the proposer. An originally signed withdrawal request is generally required before SCDD will return a proposal to a proposer. SCDD may grant an exception if the proposer informs SCDD that a new or replacement proposal will immediately follow the withdrawal.

iii) **Resubmitting a proposal**

After withdrawing a proposal, proposers may resubmit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

G. PROPOSAL REVIEW AND EVALUATION CRITERIA

At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

Proposals that are incomplete or contain false or misleading statements will be rejected.

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 85 points must be achieved in this phase to be considered responsive. (A responsive proposal is one which meets or exceeds the requirements stated in this RFP.)

1) **Criteria for Program Evaluation**

A scoring system will be used during the program evaluation process to rank proposals. A maximum total of **100 points per reviewer** will be awarded based on the following criteria:

- i) Demonstrates how the proposal will achieve increased numbers of youth in integrated competitive employment and/or postsecondary education (20 points);
- ii) Demonstrates how proposed project will reach and serve underserved populations (10 points);
- iii) Extent to which the applicant has experience, knowledge, and demonstrates the ability to accomplish what is being proposed (5 points);
- iv) Demonstrates sound methodology with appropriate timeframe for meeting project goals

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- and objectives. Has a timely and reasonable work plan for meeting goals and objectives (15 points);
- v) Demonstrates in measurable outcomes the impact on the target population, with priority given to those proposals designed to achieve a final tangible outcomes (15 points);
 - vi) Extent to which the proposal demonstrates evidence of interagency collaboration, how the proposal will be integrated with services in the existing service system (10 points);
 - vii) Extent to which the budget is reasonable and appropriate for accomplishing the objectives of the proposal(10 points);
 - viii) Extent to which the proposal identifies realistic strategies for sustainability and replication once project funding has ended (10 points): and
 - ix) Extent to which the reviewer determines that the proposal should be funded in relation to the strength of the other applicants (5 points).

H. AWARD AND PROTEST

- 1) Notice of the proposed award shall be posted in the lobby of SCDD, located at 1507 21st Street, Suite 210, Sacramento, CA 95814, for 5 working days prior to awarding the agreement.
- 2) If any proposer, prior to the award of agreement, files a protest with SCDD at 1507 21st Street, Suite 210, Sacramento, CA 95814, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or SCDD has decided the matter. It is recommended that any protest be submitted by certified or registered mail.
- 3) Upon resolution of the protest and award of the agreement, the contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- 4) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts.

I. ALLOWABLE AND NON-ALLOWABLE CPDG GRANT COSTS

The purpose of the CPDG program is to provide resources necessary to initiate new programs that are creative, needed and innovative for people with developmental disabilities and their families. These funds may not be used to purchase goods or services for which another

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funding source is available, or to supplant existing funding. Proposal budgets should include all necessary expenses for the applicant to complete their project/program.

- 1) Each line item in the budget will be reviewed by SCDD to determine whether it is allowable and reasonable. SCDD reserves the right to request a revised budget. The following list contains examples of allowable and non-allowable CPDG contract expenditures.
 - Funds cannot be used to purchase real property.
 - Funds cannot be used to purchase childcare vouchers.
 - Funds may be used to modify facilities to meet fire and life safety requirements of the Fire Marshall and/or the local licensing agency. The applicant will be required to submit three bids for any facility modifications.
 - Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working from the office/facility. The rent should not exceed the rental rates for an equivalent size facility in the geographical area.
 - Any equipment purchased from funds under the terms of this contract is the property of the State Council on Developmental Disabilities. For purposes of CPDG, equipment is considered any item purchased by the contractor that has a unit acquisition cost of at least \$1,000 or a normal useful life of at least three years. The contract must include a detailed inventory of any equipment purchased with CPDG funds. The contractor shall provide a final project equipment inventory to SCDD. This inventory list must accompany the project's final progress report and is due within 45 days of the end of the contract.
 - A written request to purchase equipment is required by the contractor prior to reimbursement for any articles, supplies or equipment exceeding \$1,000 in cost. A written justification request, including the purpose for the purchase and reasonableness of the cost is required prior to authorizing purchases.
 - Equipment may be leased; however, it may not be leased with an option to purchase. The contractor shall provide SCDD with copies of lease agreements for equipment leased during the contract period.

Examples of equipment that may not be purchased or purchased only with prior approval include:

- Motor vehicles may not be purchased. They may be leased during the contract period.
- Computers may only be purchased with prior approval from SCDD.
- Fax machines, VCR, camcorders, and digital cameras may only be purchased with prior approval from SCDD
- Copy machines may not be purchased. However, they may be leased during the contract period.
- Wall-to-wall carpeting is non-allowable. However, area rugs may be purchased.
- Any equipment item that is attached to a facility or vehicle, which cannot be removed in usable condition of the facility or vehicle ease to serve persons with developmental disabilities is non-allowable.
- As a general rule, it can be assumed that equipment with a value under \$1000 will be amortized and no longer property of the State after three years. For

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purposes of CPDG, equipment item costs must be considered in terms of the end usable product, e.g., a bed is considered the sum of the cost of the mattress, box springs and frame. Applicants should contact SCDD on specific issues concerning items over \$1000.

- Funds cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.
- CPDG funds shall not be used to purchase food for participants at CPDG sponsored conferences, trainings, seminars or workshops, however can be used for registration fees.

2) Supplies:

- Only reasonable, necessary, and allowable costs incurred for "supplies to carry out this contract agreement may be billed to SCDD in accordance with the contract agreement and applicable federal regulation cost principles, subject to the non- allowable items listed on pages 10-11.
- General office supplies (e.g., paper, pens, etc.) must be purchased only in amounts reasonably expected to be utilized during the term of and in the performance of the contract agreement.
- Title to all supplies rest with the contractor upon acquisition. All supplies used shall not be included as depreciable equipment/property.
- The contractor must properly account for the supply items purchased with federal funds regarding the usage and disposition of inventory requirements as applicable to their organization. (34 CFR 74.35 or 34 CFR 80.33)
- For any purchase of a supply item with a useful life of more than one year (i.e., computers, printers, laptops, software, fax machines), the following shall be provided:
- A general description of the purchase or expected purchase must be written in the budget narrative, to include an explanation to why items are necessary for the provisions of services in the contract. Note: Prior authorization is required for any purchase order exceeding \$2,500 subject to the necessity or desirability of incurring such cost. (SCM 3.17.2 D)
- If the supply item is initially budgeted in the contract agreement, the purchase should occur as soon as possible so that item can be used effectively during the term of the contract agreement.
- If the supply item is used for multiple programs, the contractor must determine an appropriate allocation of the purchase cost billable to the contract agreement based on the usage between the programs.
- If the supply item did not initially get budgeted into the current contract agreement, the budget narrative must be amended to include the supply item being purchased and submitted as a contract amendment for approval to the SCDD contract officer.

3) Travel and Per Diem Rates Information

If your proposal has a travel and/or mileage line item, you must be knowledgeable on the contract terms regarding travel and per diem. All travel expenses and per diem rates

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paid to its employees for expenses incurred for contract services can only be reimbursed by SCDD for actual costs not to exceed the Department of Personnel Administration (DPA) designated rates. Further, **no expense for travel outside of the State of California shall be reimbursed.**

The State's travel and per diem rates may change periodically; therefore, these rates will not be specifically identified in the contract. To obtain the most current travel and per diem rates go to the DPA website at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>

If the organization's travel and per diem rates exceed the DPA rates, the contractor must compute the allowable Travel and/or Mileage costs using the DPA rates in order to identify the expenses to invoice SCDD. The computation worksheet must be retained to support the invoiced expenses.

To facilitate consistent processing within your organization's internal control policies, contract staff should utilize existing travel/mileage claim forms approved for use by all organization employees. To support the travel/per diem expenses submitted to SCDD under the contract, the expenses must be properly supported by documentation that includes at least the following elements:

- i) Basic travel/mileage claim information and supporting receipts (dates of travel, destination, mileage, meal costs, airfare costs, etc.) in accordance with your organization's travel policies and procedures.
- ii) Sufficient adequate detail of travel purpose which supports reimbursements for the performance of services as defined in the contract scope of work, including the contract service and a listing of the specific consumers and/or other/additional information, as applicable, for which the travel or mileage expenses were incurred (either on the travel/mileage claim form or an alternative supporting document that is maintained separate from the travel claim by the program administrator).
- iii) Travel and/or mileage costs invoiced to SCDD must be consistent with the organization's travel policy and/or DPA rates, and submitted on the correct contract budget line item consistent with above requirements.

Documentation of the allocation of travel/mileage costs to the appropriate programs/funding sources in the accounting records.

- 4) Consultants' rates must conform to 1) the Schedule of Maximum Allowances for positions covered by that schedule; 2) comparable state civil service positions; or if the above are not applicable, 3) to the going rate for similar work outside state service.
- 5) Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
- 6) No staff person can be committed to more than 100% of that person's time. SCDD reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.

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- 7) Code of Federal Regulations cost principles also includes additional non-allowable expenses that may not be included in this section. Refer to the applicable 2 CFR part for your organization for more information by using this link:
<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>

J. CPDG/STATE CONTRACTING REQUIREMENTS/PROVISIONS

This section contains the standard agreement language that pertain to services and budgetary/payment provision requirements in the CPDG contract. Provisions in the contract are subject to change.

1) Scope of Work - Contractor agrees to do the following:

- a) Provide SCDD with the services as described in the proposal.
- b) Work and cooperate with SCDD on dissemination/project replication.
- c) Monitor and report all fiscal expenditures and program activities to ensure contract compliance.

2) Budget Detail and Payment Provision

- a) Invoicing and Payment - The maximum amount payable under this agreement shall not exceed the amount awarded by SCDD. The contract language shall include the contract amount, the services that will be provided, and the dates the contract's beginning and ending dates.
- b) For services satisfactorily rendered, and upon receipt and approval of the invoice(s), and progress and outcome report(s) for the period covered, SCDD agrees to reimburse the Contractor for said services in accordance with Attachment 5, Budget.
- c) Invoices shall be submitted on the Invoice Form provided by SCDD. All invoices must be submitted with a progress report. Invoices shall be submitted not more frequently than monthly or less than quarterly in arrears to:

Kristie Allensworth
California State Council on Developmental Disabilities
Community Program Development Grant
1507 21st Street, Suite 210
Sacramento, CA 95811

- d) Progress reports are to be submitted using the SCDD web-based reporting program, DD Suite and must be current for SCDD to process an invoice. SCDD will provide the contractor with access to DD Suite. SCDD will not process the final invoice until all Progress and Outcome reports, and items/products listed in the contract have been received by SCDD.

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3) State Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, SCDD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, SCDD shall have the option to either cancel this contract with no liability occurring to SCDD, or offer a contract amendment to Contractor to reflect the reduced amount.

4) Contracts with Federal Funds

- a) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- b) This contract is valid and enforceable only if the United States Government makes sufficient funds available to SCDD, for the term of this contract and for the purposes of this proposal. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d) By notification in writing, either party has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

5) Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6) Review

SCDD or acting agent reserves the right to review service levels and billing procedures as they impact charges against this contract.

7) Final Billing

Final billing, reports, and products for services must be received by SCDD

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within 45 days following the end of the contract.

8) Funding Source

Contractor agrees it shall not bill any other funding source for the services provided to consumers funded under this contract.

9) Contract Budget Changes

Contractor shall request in writing to SCDD all proposed transfers between individual line items and additions or deletions of line items. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed and a revised Budget. Any changes cannot be made prior to SCDD written approval. SCDD reserves the right to deny any request for line item transfers, additions or deletions. Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract. The program element of the contract is approved by SCDD, any budget changes request that will change the program element will not be approved.

10) Expenditure Restrictions

- a) Notwithstanding any terms to the contrary, no provision of the contract shall be interpreted to authorize expenditures or reimbursements for items not strictly in conformance with appropriate state or federal guidelines.
- b) Department of General Services requires that SCDD provide "Exhibit C. General Terms and Conditions" language to be included as part of the Standard Agreement contract. Proposers must review this document to ensure that they will be able to comply with the requirements. The exhibit is available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. If you do not have Internet capabilities, please contact SCDD for a hard copy of the document.

11) Dispute Provisions

If the contractor disputes a decision of the Contract Manager regarding the performance of this contract or on other issues for which the Contract Manager is authorized, by this contract, to make a binding decision, the contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:

- a) The decision under dispute;
- b) The reason(s) contractor disputes the decision of the Contract Manager (if applicable, reference pertinent contract provisions);
- c) Identification of all documents and substance of all oral communication which support contractor's position; and
- d) The dollar amount in dispute, if applicable.

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Upon receipt of the written dispute notice, SCDD's Executive Director will examine the matter and issue a written decision to the contractor within twenty (20) working days. The decision of the Executive Director shall contain the following information:

- a) A description of the dispute;
- b) A reference to pertinent contract provisions, if applicable;
- c) A statement of the factual areas of agreement or disagreement;
- d) Proposal a possible resolution to the dispute; and
- e) Provide a final decision regarding the dispute.

The decision of SCDD's Executive Director shall be final unless, within thirty - (30) calendar days from the date of receipt of the decision, the contractor files with the California State Council on Developmental Disabilities a notice of appeal, in accordance with Title 1, California Code of Regulations, Section 251, et. Seq., and addressed to:

Attention: Chairperson, Executive Committee
California State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95811

Pending resolution of any dispute, the contractor shall diligently continue all contract work and comply with all of the representative's orders and directions. The decision of SCDD or its designee shall be final.

12) Termination of Contract

The contract may be terminated with or/without cause by SCDD or the contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion any/all equipment purchased through this contract will be returned to SCDD.

13) Debarment and Suspension

For federally funded contracts in the amount of \$100,000 or more, the contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. The contractor agrees to sign and return to SCDD the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions." If applicable, a copy of this form is being forwarded to the Contractor with this contract. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

14) Certification Regarding Lobbying

For contracts with contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies that are receiving in excess of \$100,000 in federal funds from SCDD to perform services, the contractor agrees to sign and submit to SCDD the 'Certification Regarding Lobbying' form with this contract. (Section 1352, Title 31 of the U.S. Code).

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15) Patents and Copyrights

The contractor agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged as follows: "This Product was made possible by funding from the California State Council on Developmental Disabilities awarded to (insert provider's name) Copyright California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD whether or not a patent or copyright is applied for or received by any other party or person.

16) Subcontractors

If contractor proposes to subcontract. any services required under this contract, the contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, the contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by contractor to meet or exceed any and all provisions of this contract.

17) Insurance Requirements

Prior to the contract approval, the contractor, other than a self insured public entity, shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of contract's activities under this contract as appropriate of not less than \$1,000,000 per occurrence. The Certificate of Insurance will provide that:

- a) The insurer will not cancel the insured's coverage without thirty-days (30) prior written notice to SCDD.
- b) SCDD, the Federal Administration on Developmental Disabilities, its officers, employees, and agents are included as additional named insurers, but only insofar as the operations under this contract are concerned.
- c) Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. The contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as but not limited to Workers' Compensation Insurance.

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18) Reporting Requirements

Contractor shall agree to the following reporting requirements:

- a) Submission of written monthly or quarterly progress reports, using DD Suite . These reports shall include, but not be limited to: whether the project is on schedule, address issues related to project operations and supervision, and afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;
- b) Submission of a written final report in a format and manner prescribed by SCDD, within 45 days after contract completion or termination. This final report shall include but not be limited to a camera-ready or master copy of any materials covered under Item 7 developed in the performance of this contract and shall be comprehensive and include problems and solutions encountered during the contract term; and
- c) Submission of other reports as may be required by SCDD.

19) Project Change

Contractor shall immediately notify SCDD when any part of the contract becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for a change(s) in the project, but shall not implement any changes prior to written SCDD approval in accordance with this contract, state laws, federal laws, policies, and procedures including the approval of the Department of General Services if required. Such request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program as outlined in the contract and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

20) Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

21) Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

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K. RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES

1) Current State Employees

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of other officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. (Public Contract Code 10411)

2) Former State Employees

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code 10411)

3) Conflict with Present State Employees

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code 19990)

L. REQUIRED ATTACHMENTS

A complete proposal or proposal package will include the following items as attachments. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

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ATTACHMENT 1

Attachment Checklist

Attachment #	Attachment Name/Description
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet
_____ Attachment 4	Payee Data Record (STD 204) The Payee Data Record can be found on the Internet at www.documents.dgs.ca.gov/osp/pdf/std204.pdf .
_____ Attachment 5	Contractor Certification Clauses (CCC). The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .

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ATTACHMENT 2

Proposal/Proposer Certification Sheet

This must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being

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	procured.
10,11 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

Proposer Certification Sheet

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked Date application was submitted to OSBCR, if an application is pending:</p>		

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ATTACHMENT 3

Cost Proposal Worksheet

Line Item	2013	Other Costs	2014 (if proposed)	Other Costs	Total
A. Personnel Services					
Salaries hours x hourly rate (list all staff)					
Temporary Help					
Staff Benefits					
Total Personnel Services					
B. Consultants/Subcontractors (Costs Itemized)					
Total Subcontractors					
C. Travel Costs					
Travel related to contract					
Total Travel Costs					
a. Operating Costs (Not included in Administrative Overhead E.) (Itemize each line item)					
Total Operating Costs					
E. Administrative Overhead (no more than 12%)					
TOTAL CONTRACT					

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funding source is available, or to supplant existing funding. Proposal budgets should include all necessary expenses for the applicant to complete their project/program.

- 1) Each line item in the budget will be reviewed by SCDD to determine whether it is allowable and reasonable. SCDD reserves the right to request a revised budget. The following list contains examples of allowable and non-allowable CPDG contract expenditures.
 - Funds cannot be used to purchase real property.
 - Funds cannot be used to purchase childcare vouchers.
 - Funds may be used to modify facilities to meet fire and life safety requirements of the Fire Marshall and/or the local licensing agency. The applicant will be required to submit three bids for any facility modifications.
 - Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working from the office/facility. The rent should not exceed the rental rates for an equivalent size facility in the geographical area.
 - Any equipment purchased from funds under the terms of this contract is the property of the State Council on Developmental Disabilities. For purposes of CPDG, equipment is considered any item purchased by the contractor that has a unit acquisition cost of at least \$1,000 or a normal useful life of at least three years. The contract must include a detailed inventory of any equipment purchased with CPDG funds. The contractor shall provide a final project equipment inventory to SCDD. This inventory list must accompany the project's

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purposes of CPDG, equipment item costs must be considered in terms of the end usable product, e.g., a bed is considered the sum of the cost of the mattress, box springs and frame. Applicants should contact SCDD on specific issues concerning items over \$1000.

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- CPDG funds shall not be used to purchase food for participants at CPDG sponsored conferences, trainings, seminars or workshops, however can be used for registration fees.

2) Supplies:

- Only reasonable, necessary, and allowable costs incurred for "supplies to carry out this contract agreement may be billed to SCDD in accordance with the contract agreement and applicable federal regulation cost principles, subject to the non- allowable items listed on pages 10-11.
- General office supplies (e.g., paper, pens, etc.) must be purchased only in amounts reasonably expected to be utilized during the term of and in the performance of the contract agreement.
- Title to all supplies rest with the contractor upon acquisition. All supplies used shall not be included as depreciable equipment/property.
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- For any purchase of a supply item with a useful life of more than one year (i.e., computers, printers, laptops, software, fax machines), the following shall be provided:
- A general description of the purchase or expected purchase must be written in the budget narrative, to include an explanation to why items are necessary for the provisions of services in the contract. Note: Prior authorization is required for any purchase order exceeding \$2,500 subject to the necessity or desirability of incurring such cost. (SCM 3.17.2 D)
- If the supply item is initially budgeted in the contract agreement, the purchase should occur as soon as possible so that item can be used effectively during the term of the contract agreement.
- If the supply item is used for multiple programs, the contractor must determine an appropriate allocation of the purchase cost billable to the contract agreement based on the usage between the programs.
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If your proposal has a travel and/or mileage line item, you must be knowledgeable on the contract terms regarding travel and per diem. All travel expenses and per diem rates

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paid to its employees for expenses incurred for contract services can only be reimbursed by SCDD for actual costs not to exceed the Department of Personnel Administration (DPA) designated rates. Further, **no expense for travel outside of the State of California shall be reimbursed.**

The State's travel and per diem rates may change periodically; therefore, these rates will not be specifically identified in the contract. To obtain the most current travel and per diem rates go to the DPA website at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>

If the organization's travel and per diem rates exceed the DPA rates, the contractor must compute the allowable Travel and/or Mileage costs using the DPA rates in order to identify the expenses to invoice SCDD. The computation worksheet must be retained to support the invoiced expenses.

To facilitate consistent processing within your organization's internal control policies, contract staff should utilize existing travel/mileage claim forms approved for use by all organization employees. To support the travel/per diem expenses submitted to SCDD under the contract, the expenses must be properly supported by documentation that includes at least the following elements:

- i) Basic travel/mileage claim information and supporting receipts (dates of travel, destination, mileage, meal costs, airfare costs, etc.) in accordance with your organization's travel policies and procedures.
- ii) Sufficient adequate detail of travel purpose which supports reimbursements for the performance of services as defined in the contract scope of work, including the contract service and a listing of the specific consumers and/or other/additional information, as applicable, for which the travel or mileage expenses were incurred (either on the travel/mileage claim form or an alternative supporting document that is maintained separate from the travel claim by the program administrator).
- iii) Travel and/or mileage costs invoiced to SCDD must be consistent with the organization's travel policy and/or DPA rates, and submitted on the correct contract budget line item consistent with above requirements.

Documentation of the allocation of travel/mileage costs to the appropriate programs/funding sources in the accounting records.

- 4) Consultants' rates must conform to 1) the Schedule of Maximum Allowances for positions covered by that schedule; 2) comparable state civil service positions; or if the above are not applicable, 3) to the going rate for similar work outside state service.
- 5) Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
- 6) No staff person can be committed to more than 100% of that person's time. SCDD reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.

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- 7) Code of Federal Regulations cost principles also includes additional non-allowable expenses that may not be included in this section. Refer to the applicable 2 CFR part for your organization for more information by using this link:
<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>

J. CPDG/STATE CONTRACTING REQUIREMENTS/PROVISIONS

This section contains the standard agreement language that pertain to services and budgetary/payment provision requirements in the CPDG contract. Provisions in the contract are subject to change.

1) **Scope of Work - Contractor agrees to do the following:**

- a) Provide SCDD with the services as described in the proposal.
- b) Work and cooperate with SCDD on dissemination/project replication.
- c) Monitor and report all fiscal expenditures and program activities to ensure contract compliance.

2) **Budget Detail and Payment Provision**

- a) **Invoicing and Payment** - The maximum amount payable under this agreement shall not exceed the amount awarded by SCDD. The contract language shall include the contract amount, the services that will be provided, and the dates the contract's beginning and ending dates.
- b) For services satisfactorily rendered, and upon receipt and approval of the invoice(s), and progress and outcome report(s) for the period covered, SCDD agrees to reimburse the Contractor for said services in accordance with Attachment 5, Budget.
- c) Invoices shall be submitted on the Invoice Form provided by SCDD. All invoices must be submitted with a progress report. Invoices shall be submitted not more frequently than monthly or less than quarterly in arrears to:

Kristie Allensworth
California State Council on Developmental Disabilities
Community Program Development Grant
1507 21st Street, Suite 210
Sacramento, CA 95811

- d) Progress reports are to be submitted using the SCDD web-based reporting program, DD Suite and must be current for SCDD to process an invoice. SCDD will provide the contractor with access to DD Suite. SCDD will not process the final invoice until all Progress and Outcome reports, and items/products listed in the contract have been received by SCDD.

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3) State Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, SCDD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, SCDD shall have the option to either cancel this contract with no liability occurring to SCDD, or offer a contract amendment to Contractor to reflect the reduced amount.

4) Contracts with Federal Funds

- a) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- b) This contract is valid and enforceable only if the United States Government makes sufficient funds available to SCDD, for the term of this contract and for the purposes of this proposal. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d) By notification in writing, either party has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

5) Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6) Review

SCDD or acting agent reserves the right to review service levels and billing procedures as they impact charges against this contract.

7) Final Billing

Final billing, reports, and products for services must be received by SCDD

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within 45 days following the end of the contract.

8) Funding Source

Contractor agrees it shall not bill any other funding source for the services provided to consumers funded under this contract.

9) Contract Budget Changes

Contractor shall request in writing to SCDD all proposed transfers between individual line items and additions or deletions of line items. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed and a revised Budget. Any changes cannot be made prior to SCDD written approval. SCDD reserves the right to deny any request for line item transfers, additions or deletions. Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract. The program element of the contract is approved by SCDD, any budget changes request that will change the program element will not be approved.

10) Expenditure Restrictions

- a) Notwithstanding any terms to the contrary, no provision of the contract shall be interpreted to authorize expenditures or reimbursements for items not strictly in conformance with appropriate state or federal guidelines.
- b) Department of General Services requires that SCDD provide "Exhibit C. General Terms and Conditions" language to be included as part of the Standard Agreement contract. Proposers must review this document to ensure that they will be able to comply with the requirements. The exhibit is available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. If you do not have Internet capabilities, please contact SCDD for a hard copy of the document.

11) Dispute Provisions

If the contractor disputes a decision of the Contract Manager regarding the performance of this contract or on other issues for which the Contract Manager is authorized, by this contract, to make a binding decision, the contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:

- a) The decision under dispute;
- b) The reason(s) contractor disputes the decision of the Contract Manager (if applicable, reference pertinent contract provisions);
- c) Identification of all documents and substance of all oral communication which support contractor's position; and
- d) The dollar amount in dispute, if applicable.

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Upon receipt of the written dispute notice, SCDD's Executive Director will examine the matter and issue a written decision to the contractor within twenty (20) working days. The decision of the Executive Director shall contain the following information:

- a) A description of the dispute;
- b) A reference to pertinent contract provisions, if applicable;
- c) A statement of the factual areas of agreement or disagreement;
- d) Proposal a possible resolution to the dispute; and
- e) Provide a final decision regarding the dispute.

The decision of SCDD's Executive Director shall be final unless, within thirty - (30) calendar days from the date of receipt of the decision, the contractor files with the California State Council on Developmental Disabilities a notice of appeal, in accordance with Title 1, California Code of Regulations, Section 251, et. Seq., and addressed to:

Attention: Chairperson, Executive Committee
California State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95811

Pending resolution of any dispute, the contractor shall diligently continue all contract work and comply with all of the representative's orders and directions. The decision of SCDD or its designee shall be final.

12) Termination of Contract

The contract may be terminated with or/without cause by SCDD or the contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion any/all equipment purchased through this contract will be returned to SCDD.

13) Debarment and Suspension

For federally funded contracts in the amount of \$100,000 or more, the contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. The contractor agrees to sign and return to SCDD the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions." If applicable, a copy of this form is being forwarded to the Contractor with this contract. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

14) Certification Regarding Lobbying

For contracts with contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies that are receiving in excess of \$100,000 in federal funds from SCDD to perform services, the contractor agrees to sign and submit to SCDD the 'Certification Regarding Lobbying' form with this contract. (Section 1352, Title 31 of the U.S. Code).

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15) Patents and Copyrights

The contractor agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged as follows: "This Product was made possible by funding from the California State Council on Developmental Disabilities awarded to (insert provider's name) Copyright California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD whether or not a patent or copyright is applied for or received by any other party or person.

16) Subcontractors

If contractor proposes to subcontract any services required under this contract, the contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, the contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by contractor to meet or exceed any and all provisions of this contract.

17) Insurance Requirements

Prior to the contract approval, the contractor, other than a self insured public entity, shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of contract's activities under this contract as appropriate of not less than \$1,000,000 per occurrence. The Certificate of Insurance will provide that:

- a) The insurer will not cancel the insured's coverage without thirty-days (30) prior written notice to SCDD.
- b) SCDD, the Federal Administration on Developmental Disabilities, its officers, employees, and agents are included as additional named insureds, but only insofar as the operations under this contract are concerned.
- c) Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. The contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as but not limited to Workers' Compensation Insurance.

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18) Reporting Requirements

Contractor shall agree to the following reporting requirements:

- a) Submission of written monthly or quarterly progress reports, using DD Suite . These reports shall include, but not be limited to: whether the project is on schedule, address issues related to project operations and supervision, and afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;
- b) Submission of a written final report in a format and manner prescribed by SCDD, within 45 days after contract completion or termination. This final report shall include but not be limited to a camera-ready or master copy of any materials covered under Item 7 developed in the performance of this contract and shall be comprehensive and include problems and solutions encountered during the contract term; and
- c) Submission of other reports as may be required by SCDD.

19) Project Change

Contractor shall immediately notify SCDD when any part of the contract becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for a change(s) in the project, but shall not implement any changes prior to written SCDD approval in accordance with this contract, state laws, federal laws, policies, and procedures including the approval of the Department of General Services if required. Such request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program as outlined in the contract and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

20) Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

21) Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

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K. RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES

1) Current State Employees

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of other officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. (Public Contract Code 10411)

2) Former State Employees

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code 10411)

3) Conflict with Present State Employees

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code 19990)

L. REQUIRED ATTACHMENTS

A complete proposal or proposal package will include the following items as attachments. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

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ATTACHMENT 1

Attachment Checklist

Attachment #	Attachment Name/Description
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet
_____ Attachment 4	Payee Data Record (STD 204) The Payee Data Record can be found on the Internet at www.documents.dgs.ca.gov/osp/pdf/std204.pdf .
_____ Attachment 5	Contractor Certification Clauses (CCC). The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .

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ATTACHMENT 2

Proposal/Proposer Certification Sheet

This must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being

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	procured.
10,11 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

Proposer Certification Sheet

1. Company Name		2. Telephone Number ()		2a. Fax Number ()	
3. Address					
Indicate your organization type:					
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership		6. <input type="checkbox"/> Corporation	
Indicate the applicable employee and/or corporation number:					
7. Federal Employee ID No. (FEIN)				8. California Corporation No.	
9. Indicate applicable license and/or certification information:					
10. Proposer's Name (Print)				11. Title	
12. Signature				13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:					
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____			b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked Date application was submitted to OSBCR, if an application is pending:</p>					

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ATTACHMENT 3

Cost Proposal Worksheet

Line Item	2013	Other Costs	2014 (if proposed)	Other Costs	Total
A. Personnel Services					
Salaries hours x hourly rate (list all staff)					
Temporary Help					
Staff Benefits					
Total Personnel Services					
B. Consultants/Subcontractors (Costs Itemized)					
Total Subcontractors					
C. Travel Costs					
Travel related to contract					
Total Travel Costs					
a. Operating Costs (Not included in Administrative Overhead E.) (Itemize each line item)					
Total Operating Costs					
E. Administrative Overhead (no more than 12%)					
TOTAL CONTRACT					

COUNCIL AGENDA ITEM DETAIL SHEET

ISSUE: Employment First

BACKGROUND: Chapter 231, Statutes of 2009 (Assembly Bill 287) was signed into law on October 11, 2009, with the following legislative findings and declarations:

- “Working age people with disabilities are among the most unemployed and underemployed members of society;
- People with developmental disabilities are an important and largely untapped employment resource;
- Research demonstrates that wages and hours worked increase dramatically as individuals move from facility-based to integrated employment, and suggests that other benefits include expanded social relationships, heightened self-determination, and more typical job acquisition and job roles;
- Recent data indicate that, with 13 percent of working age individuals with developmental and intellectual disabilities in competitive or supported employment, California ranks 41st when compared with other states;
- Because the likelihood of individuals with developmental disabilities obtaining employment is greater if they move directly from school to work, education programs should prepare transition age students for employment in community settings;
- Increasing integrated and gainful employment opportunities for people with developmental disabilities requires collaboration and cooperation by state and local agencies, including, but not limited to, the State Department of Developmental Services and regional centers, the State Council on Developmental Disabilities, the Department of Rehabilitation, the State Department of Education and local school districts, and the Employment Development Department;
- The Legislature places a high priority on providing supported employment and other integrated employment opportunities for working-age adults with developmental disabilities; and
- In developing the individual program plan pursuant to Section 4646.5 of the Welfare and Institutions Code, planning teams are encouraged to discuss school-to-work opportunities during individual program plan meetings beginning when a consumer reaches 14 years of age, and regional center representatives are encouraged

inform the consumer, parent, legal guardian, or conservator that the regional center is available, upon request, to participate in the consumer's individualized education plan meetings to discuss transition planning."

Chapter 231 mandates the Council to:

- Form a standing Employment First Committee;
- Identify the respective roles and responsibilities of state and local agencies in enhancing integrated and gainful employment opportunities for people with developmental disabilities;
- Identify strategies, best practices, and incentives for increasing integrated employment and gainful employment opportunities for people with developmental disabilities, including, but not limited to, ways to improve the transition planning process for students 14 years of age or older, and to develop partnerships with, and increase participation by, public and private employers and job developers;
- Identify existing sources of employment data and recommend goals for, and approaches to measuring progress in, increasing integrated employment and gainful employment of people with developmental disabilities;
- Recommend legislative, regulatory, and policy changes for increasing the number of individuals with developmental disabilities in integrated employment, self-employment, and microenterprises, and who earn wages at or above minimum wage, including, but not limited to, recommendations for improving transition planning and services for students with developmental disabilities who are 14 years of age or older;
- Develop an Employment First Policy; and

By July 1, 2011, and annually thereafter, provide a report to the appropriate policy committees of the Legislature and to the Governor describing its work and recommendations. The report due by July 1, 2011, shall include the proposed Employment First Policy.

In response to this mandate, the Council appointed an Employment First Committee (EFC) as outlined in the statute as well as a number of providers and others to serve in a consultative role with the EFC. The EFC and consultants formed five subcommittees to address barriers to employment, public benefits and employment, employer issues, innovative strategies, and transition from high school to adult life. The subcommittees were balanced to ensure each had representation of at least one EFC member, one individual with developmental disabilities, one provider of services, one family member, and staff from relevant state departments. Individuals with developmental disabilities

were offered and provided facilitation to ensure their full and equal participation. Each subcommittee gathered information and developed proposed strategies designed to enhance employment opportunities for individuals with developmental disabilities.

For the past year, the EFC has met quarterly.

ANALYSIS/DISCUSSION: It is important to understand that with the passage of this legislation comes a long-term commitment for Council activities focused on employment issues, maintenance of a standing EFC, and annual reports.

A draft of the report was reviewed by the EFC on August 15, 2012. It contained an Employment First policy that asserts the right of individuals with developmental disabilities to work on an equal basis with others in integrated competitive employment. This report is designed to describe the status and progress of integrated competitive employment of individuals with developmental disabilities or lack thereof. It also describes the activities of collaborating agencies toward this goal. At that meeting, the EFC recommended that the report be revised into a much briefer format focusing on the activities performed in the last year to implement Employment First.

COUNCIL STRATEGIC PLAN OBJECTIVE: Goal #8 – the State of California will adopt an Employment First policy which reflects inclusive and gainful employment as the preferred outcome for working age individuals with developmental disabilities.

Goal #9 – Working age adults with developmental disabilities have the necessary information, tools and supports to succeed in inclusive and gainful work opportunities.

PRIOR COUNCIL ACTIVITY: The Council was the sponsor of Assembly Bill 287, formed the EFC, and supports the EFC. The Council is the current sponsor of Assembly Bill 2338 – which is designed to place an employment first policy in state statute – but AB 2338 is dead at the time of this writing.

RECOMMENDATION(S): No action. At the time of this writing, the Employment First report is being revised and the draft will be reviewed at the next Council meeting.

ATTACHMENT(S): N/A

PREPARED: Christofer Arroyo, August 29, 2012



SELF-ADVOCATES ADVISORY COMMITTEE NOTICE/AGENDA

Posted on www.scdd.ca.gov



DATE: September 11, 2012



TIME: 10 a.m. – 4 p.m.



PLACE: Hilton Sacramento Arden West
2200 Harvard Street
Sacramento, CA 95815
(916) 922-4700

Pursuant to Government code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in this meeting should contact Robin Maitino at (916) 322-8481 or email robin.maitino@scdd.ca.gov. Requests must be received by 5:00 pm, September 6, 2012.



Action Item



1. CALL TO ORDER J. Allen

2. QUORUM PRESENT J. Allen



3. SELF INTRODUCTIONS All

4. PUBLIC COMMENTS

*This is for visitors **only** to give comments and/or information to the Committee on things **not** on the agenda. Each person can have up to three minutes to speak. Visitors, who asked in writing to talk, if any, will be first. The Committee will give time for visitors to talk, for not more than a total of seven minutes before each action item.*

5.  APPROVE JULY MEETING NOTES J. Allen

6.  COUNCIL MEETING ACTION ITEMS All



- a. Executive Director Evaluation
- b. Election of Nominating Committee
- c. Cycle 35 Grant Funding Award(s)

7. PERSONAL LEADERSHIP All



- a. 2012-13 Leadership Action Plans
- b. Facilitation Update



8. LUNCH

9.  COMMITTEE BUSINESS



- a. SAAC 2012-2013 Action Plan
- b. Committee Communication Plan

J. Allen
All

- c. SAAC Committee/Members' Reports All
- d. Update on Committee Activities All



10. BREAK

11. COMMITTEE BUSINESS CONTINUED



- e. SSAN Plan Discussion J. Allen
- f. CRPD Action Recommendation J. Allen
- g. Employment First Advocacy L. Cooley

12. RECAP AND WRAP-UP

J. Allen

- a. Meeting review
- b. Recommendations



13. END MEETING

J. Allen

For additional information regarding this agenda, please contact Tammy Eudy, 1507 21st Street, Suite 210, Sacramento, CA 95811, (916) 322-8481



Self-Advocate Advisory Committee July 17, 2012

Members: Jennifer Allen, Lisa Cooley, Molly Kennedy, Kerstin Williams,
Jennifer Walsh

SCDD: Leroy Shipp, Carol Risley, Tammy Eudy

Facilitators: Veronica Flores, Angie Lewis, Lois Cissell (SCDD),
Angelica Johnson (Job Coach)

Meeting

Facilitators: Mark Starford, Charlene Jones

Call to Order

Jennifer A. called meeting to order, checked to make sure a quorum was present and asked for approval of May minutes. M/S/Approved: Jennifer W./Molly K.

No public comment.

1. Council Agenda Items

- A. **Parental Fee Schedule Adjustment** – No fees increasing, slight decrease for many. Discussion and recommend SUPPORT.
- B. **Sponsorship Requests** – Youth Leadership Forum. Discussion and recommend SUPPORT for \$9,999 to help fund training forum for high school students with disabilities.

Description: Tarjan Center meeting on transition and strategies to increase access to post secondary education. Recommend SUPPORT for \$999 to assist persons with disabilities, families to attend.

C. **Program Development Committee Cycle 35** - State Plan Goal #9 focus. Lisa will give complete update tomorrow. Proposals due July 27 and reviewed by the PDF Committee. Focus on innovative transition models to increase youth/young adults in ICE. \$360,000 available. Project duration October 2012 - November 2013.

D. **Legislation** - Introduction and Discussion
SB1186 Special Access, liability -
Recommend OPPOSE. Sets different standards on persons with disabilities to exercise rights under ADA.

SB1051 Reporting death and abuse - Recommend SUPPORT with amendment.

SB1522 Reporting death and abuse - Recommend SUPPORT.

SB 1392 DC land - Recommend SUPPORT for intent (assure compatibility with programs continuing on Developmental Center land, keep fund for this purpose only-not available to offset General Fund.

SB 1228 Skilled nursing home small, home-like, broad application - Recommend SUPPORT.

SB 1267 Genetic Information privacy - Recommend SUPPORT.

AB 2338 Information, Employment First Policy update - In June passed Senate committee, on Aug. 8 it will go to Senate Appropriations committee, back to Assembly because changed on Senate side. Policy language continues to be strong "given the highest priority...regardless of severity of disability." ARCA signed off.

E. **Budget Overview** - Presentation/Discussion points:

Rate reduction to only 1.25%; more people on the federal waiver, 3.6% IHSS reduction. Large challenge is movement to managed care for many people on MediCal. Insurance companies must cover/pay for autism services. Requested update by DDS for tomorrow. May require additional legislation to clarify and implement.

2. Personal Leadership

A. Advocacy Updates

Kerstin - Read mission statement and reported she is speaking up more in meetings. Plans to participate in Area Board 6 meeting in Tuolumne Co. Jennifer A added that Kerstin is contributing and quick to bring a motion forward.

Jennifer A - Read mission statement and reported that outreach to schools is stalled because of “new school rules” but plans to reconnect with school contact for future outreach. However, continuing to work with young people in the community. Major concentration on advocacy mission (budget, check cashing debt). She can now share her struggle, strategies, outcome and teach/lead others by example.

Jennifer W - Read mission statement and reported she attended a disability awareness fair and shared information. She works with IHSS every month too.

Lisa - Read mission statement and reported she shares information about Employment First with peers. She has not reached a Chamber of Commerce yet to present information on the Council and employment.

Molly - Read mission statement and reported she has narrowed her focus of health care issues to focus on health related issues for youth with disabilities. July 27, Bay Area meeting with UC San Francisco, UC Davis, Kaiser, Golden Gate Regional Center and Lucille Packard Foundation, to

propose how to better educate youth with disabilities and parents about shift from pediatric to adult health care.

Tammy - Read mission statement and reported she is getting organized at the office. Council Self-Advocacy Resource room is happening slowly with support from Council staff.

Kecia - Read mission statement and reported she is being an example for others by not being compliant - instead taking charge and making her own decisions. Also taking care of health which relates to her being an effective advocate.

B. Revise Action Plans

Committee members will work on revisions to their annual advocacy mission statements and plans. They agreed to review/assist/share information via AdobeConnect facilitation calls before September meeting.

C. Facilitation Support Check-in

Jennifer A - (Facilitator) Helps with taking notes and technology at home. And assists at Council meetings, takes notes, so I can listen better and be more effective.

Kerstin - (Facilitator) Helps take notes, and attends other meetings where she helps. Facilitator helps Kerstin get ready to speak at SAAC and other meetings.

Lisa - (Facilitator) Helps with computer problems, following up on emails, putting letters together. She helps Lisa soften what she writes and emails are getting more understandable.

Jennifer W - (Facilitator) Has a lot of friends around who help, Lucy to write reports to Area Board, another person helps with her PowerPoint presentations.

Tammy - Job coach who is new, assists with office and committee duties. Also Lois helps with technology at work, the resource room and writing letters- makes it easier and more comfortable.

Molly - (No facilitator) Has a friend who provides help when “revising” letters written when very frustrated.

Kecia - (No facilitator-new member) I would like a facilitator for my Council meetings.

D. Tech Update

July is last meeting with so much paper. Materials will be provided electronically on flash drives and through email (equipment provided to all members today: (briefcase, minicam, microphone, flash drive). Jennifer A asked everyone to bring flash drives to future meetings and other necessary equipment. Committee facilitators also assured facilitators have flash drives.

3. Committee Business

Jennifer A shared her SAAC notebook from July 2011 to remind everyone that “We have come a long way” when reviewing accomplishments. Carol Risley confirmed there will be a Council meeting in September. Lisa informed members that they will be asked to complete a committee end-of-year evaluation to help the committee improve what they do.

A. Observations from May Council Meeting and Suggestions

Discussed Council’s 2008 Ad Hoc committee report with suggestions as to how meetings may be more comfortable and inclusive Leroy urged members to let him know what is helpful during Council meetings, to raise hands. Other suggestions include:

- Respect time at Council meetings, focus on most critical issues and work with facilitators to be ready and informed. Facilitator role is to help

member identify and prepare what he/she wants to contribute at each meeting.

- Explain abbreviations.
- Repeat motions on the table, especially if changed during the process.
- Remind members to let others finish before jumping in.
- Chair asks if everyone understands.
- Take a one minute break during long discussions for members to talk to facilitator/other council member) to get a better understanding.

Molly added that the May Council meeting was good, discussions helpful and at a level that everyone understood.

B. Committee Annual Review

Committee Ground Rules and Operating Rules reviewed: M/S/Approved: Kerstin/Kecia. Molly suggested a poster size of ground rules for Committee. All agreed and meeting facilitators will provide for September meeting. Committee members also agreed to respond to emails within one week. Kecia suggested “flagging” a message as reminder to respond. If a sender wants answers, include a deadline and be specific in the questions. Reminder to all members that they can email or call BRC if anyone wants to review their mission statement or need additional resources for presentations.

Jennifer reminded members they can use the www.scddadvocay.org site to learn about the Network and view SAAC documents. Members reported they have viewed or will view the site. Jennifer W suggested a search function for the site. Flash drives are being used and members who need to, will practice more.

SAAC evaluation forms were distributed at the end of the meeting for members to complete and return to Lois (SCDD staff) at Council meeting.

Committee Plan 2011-12

Conduct four presentations (1 outside disability community) Presentations done by members were within the disability community: Kerstin (4), Molly (yes), Jennifer W (4), Jennifer A (2), Lisa (3). Jennifer A used her business cards at the Northern CA self-advocacy conference. .

What's different now from last year?

Jennifer A	learning more about advocacy leadership by sitting in the chairperson's seat
Molly	learning to be more of a team player
Kerstin	speaking up
Tammy	able to handle things by being more expressive and honest
Jennifer W	more aware of Council and Committee work
Lisa	learning to use more inclusive language
Kecia	now a part of the family

Committee Plan and Outcomes 2012-2013

1. Present to the Council at least one (1) recommendation (research and position statement) when considering these themes: CRPD, accessible meetings and understandable information/communication.
2. Advocate on one (1) state and one (1) national issue.
3. Continue presentations and outreach (use evaluation form and submit).
4. Members make a comment on at least one item at Council meetings.

Members will schedule a support/facilitation session using AdobeConnect to discuss further.

C. Statewide Self-Advocacy Network (SSAN) Report and Planning

Jennifer A will be acting chairperson for the July Network meeting, until election of chair/vice chair. She must bring outline of advocacy interests from SAAC and a plan. Network is different from SAAC. SAAC advocates to forward policies and practices regarding people with disabilities.

Network members take action to build grassroots leadership and unite their voices. Jennifer A will report that SAAC is working on a plan with an outcome that sees more people with disabilities taking increased leadership at Council meetings. SAAC members agreed to continue refining their recommended plan.

D. SAAC Report/ SAAC Member Reports

Jennifer reminded members to collect information from their community and begin preparation of their individual Council reports before the September SAAC meeting. The reporting format was emailed to all members and is available on the flash drive.

Jennifer A asked for additional comments and content for her SAAC chairperson report so she could prepare hers overnight.

4. Advocacy

A. Convention on the Rights of People with Disabilities

Everyone was reminded that information about the CRPD is on flash drives. The treaty was heard in the U.S. Senate Foreign Relations Committee recently and all members and are urged to contact CA U.S. Senators Barbara Boxer and Diane Feinstein about CRPD, particularly Boxer who is a member of this Senate Committee.

Members can use the letter/email writing examples from the booklet, "Advocating with Your Elected Officials", copies provided to members. Members reminded - the "Advocating with Your Elected Officials" tools are available on the scddadvocacy.org website.

Meeting adjourned 4:00 PM

COUNCIL AGENDA ITEM DETAIL SHEET

ISSUE: Convention on the Rights of Persons with Disabilities (CRPD)

BACKGROUND: The purpose of the Convention is to promote, protect and ensure the full and equal enjoyment of all human rights and fundamental freedoms by all persons with disabilities, and to promote respect for their inherent dignity.

The United Nations (UN) Convention on the Rights of Persons with Disabilities (CRPD) was adopted by the UN General in 2006 and came into force on 3rd May 2008.

Persons with disabilities continue being denied their human rights and are sometimes kept on the margins of society in all parts of the world. The Convention sets out the legal obligations on countries to promote and protect the rights of persons with disabilities.

Principally the Convention recognizes that persons with disabilities have inherent rights, and that they are capable of claiming those rights and making decisions for their lives based on their free and informed consent as well as being active members of society.

To date the Convention has 144 signatories and has been ratified by 82 countries.

ANALYSIS/DISCUSSION: The Self Advocates Advisory Committee requested that the Council review the CRPD during the September Council agenda. Also, the SAAC makes the recommendation below and requests that Council take action after considering their recommendation

COUNCIL STRATEGIC PLAN OBJECTIVE: Goal #14 - Public policy in California promotes the independence, productivity, inclusion and self- determination of individuals with developmental disabilities and their families.

PRIOR COUNCIL ACTIVITY: None

RECOMMENDATION(S):

ATTACHMENT(S): United Nations Convention on the Rights of Persons with Disabilities

PREPARED:

United Nations Convention on the Rights of Persons with Disabilities

<http://www.un.org/esa/socdev/enable/rights/convtexte.htm#convtext>

Preamble

The States Parties to the present Convention,

(a) *Recalling* the principles proclaimed in the Charter of the United Nations which recognize the inherent dignity and worth and the equal and inalienable rights of all members of the human family as the foundation of freedom, justice and peace in the world,

(b) *Recognizing* that the United Nations, in the Universal Declaration of Human Rights and in the International Covenants on Human Rights, has proclaimed and agreed that everyone is entitled to all the rights and freedoms set forth therein, without distinction of any kind,

(c) *Reaffirming* the universality, indivisibility, interdependence and interrelatedness of all human rights and fundamental freedoms and the need for persons with disabilities to be guaranteed their full enjoyment without discrimination,

(d) *Recalling* the International Covenant on Economic, Social and Cultural Rights, the International Covenant on Civil and Political Rights, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Elimination of All Forms of Discrimination against Women, the Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment, the Convention on the Rights of the Child, and the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families,

(e) *Recognizing* that disability is an evolving concept and that disability results from the interaction between persons with impairments and attitudinal and environmental barriers that hinders their full and effective participation in society on an equal basis with others,

(f) *Recognizing* the importance of the principles and policy guidelines contained in the World Programme of Action concerning Disabled Persons and in the Standard Rules on the Equalization of Opportunities for Persons with Disabilities in influencing the promotion, formulation and evaluation of the policies, plans, programmes and actions at the national, regional and international levels to further equalize opportunities for persons with disabilities,

(g) *Emphasizing* the importance of mainstreaming disability issues as an integral part of relevant strategies of sustainable development,

(h) *Recognizing also* that discrimination against any person on the basis of disability is a violation of the inherent dignity and worth of the human person,

(i) *Recognizing further* the diversity of persons with disabilities,

- (j) *Recognizing* the need to promote and protect the human rights of all persons with disabilities, including those who require more intensive support,
- (k) *Concerned* that, despite these various instruments and undertakings, persons with disabilities continue to face barriers in their participation as equal members of society and violations of their human rights in all parts of the world,
- (l) *Recognizing* the importance of international cooperation for improving the living conditions of persons with disabilities in every country, particularly in developing countries,
- (m) *Recognizing* the valued existing and potential contributions made by persons with disabilities to the overall well-being and diversity of their communities, and that the promotion of the full enjoyment by persons with disabilities of their human rights and fundamental freedoms and of full participation by persons with disabilities will result in their enhanced sense of belonging and in significant advances in the human, social and economic development of society and the eradication of poverty,
- (n) *Recognizing* the importance for persons with disabilities of their individual autonomy and independence, including the freedom to make their own choices,
- (o) *Considering* that persons with disabilities should have the opportunity to be actively involved in decision-making processes about policies and programmes, including those directly concerning them,
- (p) *Concerned* about the difficult conditions faced by persons with disabilities who are subject to multiple or aggravated forms of discrimination on the basis of race, colour, sex, language, religion, political or other opinion, national, ethnic, indigenous or social origin, property, birth, age or other status,
- (q) *Recognizing* that women and girls with disabilities are often at greater risk, both within and outside the home of violence, injury or abuse, neglect or negligent treatment, maltreatment or exploitation,
- (r) *Recognizing* that children with disabilities should have full enjoyment of all human rights and fundamental freedoms on an equal basis with other children, and recalling obligations to that end undertaken by States Parties to the Convention on the Rights of the Child,
- (s) *Emphasizing* the need to incorporate a gender perspective in all efforts to promote the full enjoyment of human rights and fundamental freedoms by persons with disabilities,
- (t) *Highlighting* the fact that the majority of persons with disabilities live in conditions of poverty, and in this regard recognizing the critical need to address the negative impact of poverty on persons with disabilities,
- (u) *Bearing in mind* that conditions of peace and security based on full respect for the purposes and principles contained in the Charter of the United Nations and observance of applicable

human rights instruments are indispensable for the full protection of persons with disabilities, in particular during armed conflicts and foreign occupation,

(v) *Recognizing* the importance of accessibility to the physical, social, economic and cultural environment, to health and education and to information and communication, in enabling persons with disabilities to fully enjoy all human rights and fundamental freedoms,

(w) *Realizing* that the individual, having duties to other individuals and to the community to which he or she belongs, is under a responsibility to strive for the promotion and observance of the rights recognized in the International Bill of Human Rights,

(x) *Convinced* that the family is the natural and fundamental group unit of society and is entitled to protection by society and the State, and that persons with disabilities and their family members should receive the necessary protection and assistance to enable families to contribute towards the full and equal enjoyment of the rights of persons with disabilities,

(y) *Convinced* that a comprehensive and integral international convention to promote and protect the rights and dignity of persons with disabilities will make a significant contribution to redressing the profound social disadvantage of persons with disabilities and promote their participation in the civil, political, economic, social and cultural spheres with equal opportunities, in both developing and developed countries,

Have agreed as follows:

Article 1

Purpose

The purpose of the present Convention is to promote, protect and ensure the full and equal enjoyment of all human rights and fundamental freedoms by all persons with disabilities, and to promote respect for their inherent dignity.

Persons with disabilities include those who have long-term physical, mental, intellectual or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others.

Article 2

Definitions

For the purposes of the present Convention:

“Communication” includes languages, display of text, Braille, tactile communication, large print, accessible multimedia as well as written, audio, plain-language, human-reader and augmentative

and alternative modes, means and formats of communication, including accessible information and communication technology;

“Language” includes spoken and signed languages and other forms of non spoken languages;

“Discrimination on the basis of disability” means any distinction, exclusion or restriction on the basis of disability which has the purpose or effect of impairing or nullifying the recognition, enjoyment or exercise, on an equal basis with others, of all human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field. It includes all forms of discrimination, including denial of reasonable accommodation;

“Reasonable accommodation” means necessary and appropriate modification and adjustments not imposing a disproportionate or undue burden, where needed in a particular case, to ensure to persons with disabilities the enjoyment or exercise on an equal basis with others of all human rights and fundamental freedoms;

“Universal design” means the design of products, environments, programmes and services to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. “Universal design” shall not exclude assistive devices for particular groups of persons with disabilities where this is needed.

Article 3

General principles

The principles of the present Convention shall be:

- (a) Respect for inherent dignity, individual autonomy including the freedom to make one’s own choices, and independence of persons;
- (b) Non-discrimination;
- (c) Full and effective participation and inclusion in society;
- (d) Respect for difference and acceptance of persons with disabilities as part of human diversity and humanity;
- (e) Equality of opportunity;
- (f) Accessibility;
- (g) Equality between men and women;
- (h) Respect for the evolving capacities of children with disabilities and respect for the right of children with disabilities to preserve their identities.

Article 4

General obligations

1. States Parties undertake to ensure and promote the full realization of all human rights and fundamental freedoms for all persons with disabilities without discrimination of any kind on the basis of disability. To this end, States Parties undertake:

(a) To adopt all appropriate legislative, administrative and other measures for the implementation of the rights recognized in the present Convention;

(b) To take all appropriate measures, including legislation, to modify or abolish existing laws, regulations, customs and practices that constitute discrimination against persons with disabilities;

(c) To take into account the protection and promotion of the human rights of persons with disabilities in all policies and programmes;

(d) To refrain from engaging in any act or practice that is inconsistent with the present Convention and to ensure that public authorities and institutions act in conformity with the present Convention;

(e) To take all appropriate measures to eliminate discrimination on the basis of disability by any person, organization or private enterprise;

(f) To undertake or promote research and development of universally designed goods, services, equipment and facilities, as defined in article 2 of the present Convention, which should require the minimum possible adaptation and the least cost to meet the specific needs of a person with disabilities, to promote their availability and use, and to promote universal design in the development of standards and guidelines;

(g) To undertake or promote research and development of, and to promote the availability and use of new technologies, including information and communications technologies, mobility aids, devices and assistive technologies, suitable for persons with disabilities, giving priority to technologies at an affordable cost;

(h) To provide accessible information to persons with disabilities about mobility aids, devices and assistive technologies, including new technologies, as well as other forms of assistance, support services and facilities;

(i) To promote the training of professionals and staff working with persons with disabilities in the rights recognized in this Convention so as to better provide the assistance and services guaranteed by those rights.

2. With regard to economic, social and cultural rights, each State Party undertakes to take measures to the maximum of its available resources and, where needed, within the framework of

international cooperation, with a view to achieving progressively the full realization of these rights, without prejudice to those obligations contained in the present Convention that are immediately applicable according to international law.

3. In the development and implementation of legislation and policies to implement the present Convention, and in other decision-making processes concerning issues relating to persons with disabilities, States Parties shall closely consult with and actively involve persons with disabilities, including children with disabilities, through their representative organizations.

4. Nothing in the present Convention shall affect any provisions which are more conducive to the realization of the rights of persons with disabilities and which may be contained in the law of a State Party or international law in force for that State. There shall be no restriction upon or derogation from any of the human rights and fundamental freedoms recognized or existing in any State Party to the present Convention pursuant to law, conventions, regulation or custom on the pretext that the present Convention does not recognize such rights or freedoms or that it recognizes them to a lesser extent.

5. The provisions of the present Convention shall extend to all parts of federal states without any limitations or exceptions.

Article 5

Equality and non-discrimination

1. States Parties recognize that all persons are equal before and under the law and are entitled without any discrimination to the equal protection and equal benefit of the law.

2. States Parties shall prohibit all discrimination on the basis of disability and guarantee to persons with disabilities equal and effective legal protection against discrimination on all grounds.

3. In order to promote equality and eliminate discrimination, States Parties shall take all appropriate steps to ensure that reasonable accommodation is provided.

4. Specific measures which are necessary to accelerate or achieve de facto equality of persons with disabilities shall not be considered discrimination under the terms of the present Convention.

Article 6

Women with disabilities

1. States Parties recognize that women and girls with disabilities are subject to multiple discrimination, and in this regard shall take measures to ensure the full and equal enjoyment by them of all human rights and fundamental freedoms.

2. States Parties shall take all appropriate measures to ensure the full development, advancement and empowerment of women, for the purpose of guaranteeing them the exercise and enjoyment of the human rights and fundamental freedoms set out in the present Convention.

Article 7

Children with disabilities

1. States Parties shall take all necessary measures to ensure the full enjoyment by children with disabilities of all human rights and fundamental freedoms on an equal basis with other children.

2. In all actions concerning children with disabilities, the best interests of the child shall be a primary consideration.

3. States Parties shall ensure that children with disabilities have the right to express their views freely on all matters affecting them, their views being given due weight in accordance with their age and maturity, on an equal basis with other children, and to be provided with disability and age-appropriate assistance to realize that right.

Article 8

Awareness-raising

1. States Parties undertake to adopt immediate, effective and appropriate measures:

(a) To raise awareness throughout society, including at the family level, regarding persons with disabilities, and to foster respect for the rights and dignity of persons with disabilities;

(b) To combat stereotypes, prejudices and harmful practices relating to persons with disabilities, including those based on sex and age, in all areas of life;

(c) To promote awareness of the capabilities and contributions of persons with disabilities.

2. Measures to this end include:

(a) Initiating and maintaining effective public awareness campaigns designed:

(i) To nurture receptiveness to the rights of persons with disabilities;

(ii) To promote positive perceptions and greater social awareness towards persons with disabilities;

(iii) To promote recognition of the skills, merits and abilities of persons with disabilities, and of their contributions to the workplace and the labour market;

(b) Fostering at all levels of the education system, including in all children from an early age, an attitude of respect for the rights of persons with disabilities;

(c) Encouraging all organs of the media to portray persons with disabilities in a manner consistent with the purpose of the present Convention;

(d) Promoting awareness-training programmes regarding persons with disabilities and the rights of persons with disabilities.

Article 9

Accessibility

1. To enable persons with disabilities to live independently and participate fully in all aspects of life, States Parties shall take appropriate measures to ensure to persons with disabilities access, on an equal basis with others, to the physical environment, to transportation, to information and communications, including information and communications technologies and systems, and to other facilities and services open or provided to the public, both in urban and in rural areas. These measures, which shall include the identification and elimination of obstacles and barriers to accessibility, shall apply to, inter alia:

(a) Buildings, roads, transportation and other indoor and outdoor facilities, including schools, housing, medical facilities and workplaces;

(b) Information, communications and other services, including electronic services and emergency services.

2. States Parties shall also take appropriate measures to:

(a) Develop, promulgate and monitor the implementation of minimum standards and guidelines for the accessibility of facilities and services open or provided to the public;

(b) Ensure that private entities that offer facilities and services which are open or provided to the public take into account all aspects of accessibility for persons with disabilities;

(c) Provide training for stakeholders on accessibility issues facing persons with disabilities;

(d) Provide in buildings and other facilities open to the public signage in Braille and in easy to read and understand forms;

(e) Provide forms of live assistance and intermediaries, including guides, readers and professional sign language interpreters, to facilitate accessibility to buildings and other facilities

open to the public;

(f) Promote other appropriate forms of assistance and support to persons with disabilities to ensure their access to information;

(g) Promote access for persons with disabilities to new information and communications technologies and systems, including the Internet;

(h) Promote the design, development, production and distribution of accessible information and communications technologies and systems at an early stage, so that these technologies and systems become accessible at minimum cost.

Article 10

Right to life

States Parties reaffirm that every human being has the inherent right to life and shall take all necessary measures to ensure its effective enjoyment by persons with disabilities on an equal basis with others.

Article 11

Situations of risk and humanitarian emergencies

States Parties shall take, in accordance with their obligations under international law, including international humanitarian law and international human rights law, all necessary measures to ensure the protection and safety of persons with disabilities in situations of risk, including situations of armed conflict, humanitarian emergencies and the occurrence of natural disasters.

Article 12

Equal recognition before the law

1. States Parties reaffirm that persons with disabilities have the right to recognition everywhere as persons before the law.
2. States Parties shall recognize that persons with disabilities enjoy legal capacity on an equal basis with others in all aspects of life.
3. States Parties shall take appropriate measures to provide access by persons with disabilities to the support they may require in exercising their legal capacity.

4. States Parties shall ensure that all measures that relate to the exercise of legal capacity provide for appropriate and effective safeguards to prevent abuse in accordance with international human rights law. Such safeguards shall ensure that measures relating to the exercise of legal capacity respect the rights, will and preferences of the person, are free of conflict of interest and undue influence, are proportional and tailored to the person's circumstances, apply for the shortest time possible and are subject to regular review by a competent, independent and impartial authority or judicial body. The safeguards shall be proportional to the degree to which such measures affect the person's rights and interests.

5. Subject to the provisions of this article, States Parties shall take all appropriate and effective measures to ensure the equal right of persons with disabilities to own or inherit property, to control their own financial affairs and to have equal access to bank loans, mortgages and other forms of financial credit, and shall ensure that persons with disabilities are not arbitrarily deprived of their property.

Article 13

Access to justice

1. States Parties shall ensure effective access to justice for persons with disabilities on an equal basis with others, including through the provision of procedural and age-appropriate accommodations, in order to facilitate their effective role as direct and indirect participants, including as witnesses, in all legal proceedings, including at investigative and other preliminary stages.

2. In order to help to ensure effective access to justice for persons with disabilities, States Parties shall promote appropriate training for those working in the field of administration of justice, including police and prison staff.

Article 14

Liberty and security of the person

1. States Parties shall ensure that persons with disabilities, on an equal basis with others:

(a) Enjoy the right to liberty and security of person;

(b) Are not deprived of their liberty unlawfully or arbitrarily, and that any deprivation of liberty is in conformity with the law, and that the existence of a disability shall in no case justify a deprivation of liberty.

2. States Parties shall ensure that if persons with disabilities are deprived of their liberty through any process, they are, on an equal basis with others, entitled to guarantees in accordance with

international human rights law and shall be treated in compliance with the objectives and principles of this Convention, including by provision of reasonable accommodation.

Article 15

Freedom from torture or cruel, inhuman or degrading treatment or punishment

1. No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment. In particular, no one shall be subjected without his or her free consent to medical or scientific experimentation.

2. States Parties shall take all effective legislative, administrative, judicial or other measures to prevent persons with disabilities, on an equal basis with others, from being subjected to torture or cruel, inhuman or degrading treatment or punishment.

Article 16

Freedom from exploitation, violence and abuse

1. States Parties shall take all appropriate legislative, administrative, social, educational and other measures to protect persons with disabilities, both within and outside the home, from all forms of exploitation, violence and abuse, including their gender-based aspects.

2. States Parties shall also take all appropriate measures to prevent all forms of exploitation, violence and abuse by ensuring, inter alia, appropriate forms of gender- and age-sensitive assistance and support for persons with disabilities and their families and caregivers, including through the provision of information and education on how to avoid, recognize and report instances of exploitation, violence and abuse. States Parties shall ensure that protection services are age-, gender- and disability-sensitive.

3. In order to prevent the occurrence of all forms of exploitation, violence and abuse, States Parties shall ensure that all facilities and programmes designed to serve persons with disabilities are effectively monitored by independent authorities.

4. States Parties shall take all appropriate measures to promote the physical, cognitive and psychological recovery, rehabilitation and social reintegration of persons with disabilities who become victims of any form of exploitation, violence or abuse, including through the provision of protection services. Such recovery and reintegration shall take place in an environment that fosters the health, welfare, self-respect, dignity and autonomy of the person and takes into account gender- and age-specific needs.

5. States Parties shall put in place effective legislation and policies, including women- and child-focused legislation and policies, to ensure that instances of exploitation, violence and abuse against persons with disabilities are identified, investigated and, where appropriate, prosecuted.

Article 17

Protecting the integrity of the person

Every person with disabilities has a right to respect for his or her physical and mental integrity on an equal basis with others.

Article 18

Liberty of movement and nationality

1. States Parties shall recognize the rights of persons with disabilities to liberty of movement, to freedom to choose their residence and to a nationality, on an equal basis with others, including by ensuring that persons with disabilities:

- (a) Have the right to acquire and change a nationality and are not deprived of their nationality arbitrarily or on the basis of disability;
- (b) Are not deprived, on the basis of disability, of their ability to obtain, possess and utilize documentation of their nationality or other documentation of identification, or to utilize relevant processes such as immigration proceedings, that may be needed to facilitate exercise of the right to liberty of movement;
- (c) Are free to leave any country, including their own;
- (d) Are not deprived, arbitrarily or on the basis of disability, of the right to enter their own country.

2. Children with disabilities shall be registered immediately after birth and shall have the right from birth to a name, the right to acquire a nationality and, as far as possible, the right to know and be cared for by their parents.

Article 19

Living independently and being included in the community

States Parties to this Convention recognize the equal right of all persons with disabilities to live in the community, with choices equal to others, and shall take effective and appropriate measures

to facilitate full enjoyment by persons with disabilities of this right and their full inclusion and participation in the community, including by ensuring that:

- (a) Persons with disabilities have the opportunity to choose their place of residence and where and with whom they live on an equal basis with others and are not obliged to live in a particular living arrangement;
- (b) Persons with disabilities have access to a range of in-home, residential and other community support services, including personal assistance necessary to support living and inclusion in the community, and to prevent isolation or segregation from the community;
- (c) Community services and facilities for the general population are available on an equal basis to persons with disabilities and are responsive to their needs.

Article 20

Personal mobility

States Parties shall take effective measures to ensure personal mobility with the greatest possible independence for persons with disabilities, including by:

- (a) Facilitating the personal mobility of persons with disabilities in the manner and at the time of their choice, and at affordable cost;
- (b) Facilitating access by persons with disabilities to quality mobility aids, devices, assistive technologies and forms of live assistance and intermediaries, including by making them available at affordable cost;
- (c) Providing training in mobility skills to persons with disabilities and to specialist staff working with persons with disabilities;
- (d) Encouraging entities that produce mobility aids, devices and assistive technologies to take into account all aspects of mobility for persons with disabilities.

Article 21

Freedom of expression and opinion, and access to information

States Parties shall take all appropriate measures to ensure that persons with disabilities can exercise the right to freedom of expression and opinion, including the freedom to seek, receive and impart information and ideas on an equal basis with others and through all forms of communication of their choice, as defined in article 2 of the present Convention, including by:

- (a) Providing information intended for the general public to persons with disabilities in accessible formats and technologies appropriate to different kinds of disabilities in a timely manner and without additional cost;
- (b) Accepting and facilitating the use of sign languages, Braille, augmentative and alternative communication, and all other accessible means, modes and formats of communication of their choice by persons with disabilities in official interactions;
- (c) Urging private entities that provide services to the general public, including through the Internet, to provide information and services in accessible and usable formats for persons with disabilities;
- (d) Encouraging the mass media, including providers of information through the Internet, to make their services accessible to persons with disabilities;
- (e) Recognizing and promoting the use of sign languages.

Article 22

Respect for privacy

1. No person with disabilities, regardless of place of residence or living arrangements, shall be subjected to arbitrary or unlawful interference with his or her privacy, family, home or correspondence or other types of communication or to unlawful attacks on his or her honour and reputation. Persons with disabilities have the right to the protection of the law against such interference or attacks.
2. States Parties shall protect the privacy of personal, health and rehabilitation information of persons with disabilities on an equal basis with others.

Article 23

Respect for home and the family

1. States Parties shall take effective and appropriate measures to eliminate discrimination against persons with disabilities in all matters relating to marriage, family, parenthood and relationships, on an equal basis with others, so as to ensure that:
 - (a) The right of all persons with disabilities who are of marriageable age to marry and to found a family on the basis of free and full consent of the intending spouses is recognized;
 - (b) The rights of persons with disabilities to decide freely and responsibly on the number and spacing of their children and to have access to age-appropriate information, reproductive and

family planning education are recognized, and the means necessary to enable them to exercise these rights are provided;

(c) Persons with disabilities, including children, retain their fertility on an equal basis with others.

2. States Parties shall ensure the rights and responsibilities of persons with disabilities, with regard to guardianship, wardship, trusteeship, adoption of children or similar institutions, where these concepts exist in national legislation; in all cases the best interests of the child shall be paramount. States Parties shall render appropriate assistance to persons with disabilities in the performance of their child-rearing responsibilities.

3. States Parties shall ensure that children with disabilities have equal rights with respect to family life. With a view to realizing these rights, and to prevent concealment, abandonment, neglect and segregation of children with disabilities, States Parties shall undertake to provide early and comprehensive information, services and support to children with disabilities and their families.

4. States Parties shall ensure that a child shall not be separated from his or her parents against their will, except when competent authorities subject to judicial review determine, in accordance with applicable law and procedures, that such separation is necessary for the best interests of the child. In no case shall a child be separated from parents on the basis of a disability of either the child or one or both of the parents.

5. States Parties shall, where the immediate family is unable to care for a child with disabilities, undertake every effort to provide alternative care within the wider family, and failing that, within the community in a family setting.

Article 24

Education

1. States Parties recognize the right of persons with disabilities to education. With a view to realizing this right without discrimination and on the basis of equal opportunity, States Parties shall ensure an inclusive education system at all levels and life long learning directed to:

(a) The full development of human potential and sense of dignity and self-worth, and the strengthening of respect for human rights, fundamental freedoms and human diversity;

(b) The development by persons with disabilities of their personality, talents and creativity, as well as their mental and physical abilities, to their fullest potential;

(c) Enabling persons with disabilities to participate effectively in a free society.

2. In realizing this right, States Parties shall ensure that:

(a) Persons with disabilities are not excluded from the general education system on the basis of disability, and that children with disabilities are not excluded from free and compulsory primary education, or from secondary education, on the basis of disability;

(b) Persons with disabilities can access an inclusive, quality and free primary education and secondary education on an equal basis with others in the communities in which they live;

(c) Reasonable accommodation of the individual's requirements is provided;

(d) Persons with disabilities receive the support required, within the general education system, to facilitate their effective education;

(e) Effective individualized support measures are provided in environments that maximize academic and social development, consistent with the goal of full inclusion.

3. States Parties shall enable persons with disabilities to learn life and social development skills to facilitate their full and equal participation in education and as members of the community. To this end, States Parties shall take appropriate measures, including:

(a) Facilitating the learning of Braille, alternative script, augmentative and alternative modes, means and formats of communication and orientation and mobility skills, and facilitating peer support and mentoring;

(b) Facilitating the learning of sign language and the promotion of the linguistic identity of the deaf community;

(c) Ensuring that the education of persons, and in particular children, who are blind, deaf or deafblind, is delivered in the most appropriate languages and modes and means of communication for the individual, and in environments which maximize academic and social development.

4. In order to help ensure the realization of this right, States Parties shall take appropriate measures to employ teachers, including teachers with disabilities, who are qualified in sign language and/or Braille, and to train professionals and staff who work at all levels of education. Such training shall incorporate disability awareness and the use of appropriate augmentative and alternative modes, means and formats of communication, educational techniques and materials to support persons with disabilities.

5. States Parties shall ensure that persons with disabilities are able to access general tertiary education, vocational training, adult education and lifelong learning without discrimination and on an equal basis with others. To this end, States Parties shall ensure that reasonable accommodation is provided to persons with disabilities.

Article 25

Health

States Parties recognize that persons with disabilities have the right to the enjoyment of the highest attainable standard of health without discrimination on the basis of disability. States Parties shall take all appropriate measures to ensure access for persons with disabilities to health services that are gender-sensitive, including health-related rehabilitation. In particular, States Parties shall:

- (a) Provide persons with disabilities with the same range, quality and standard of free or affordable health care and programmes as provided to other persons, including in the area of sexual and reproductive health and population-based public health programmes;
- (b) Provide those health services needed by persons with disabilities specifically because of their disabilities, including early identification and intervention as appropriate, and services designed to minimize and prevent further disabilities, including among children and older persons;
- (c) Provide these health services as close as possible to people's own communities, including in rural areas;
- (d) Require health professionals to provide care of the same quality to persons with disabilities as to others, including on the basis of free and informed consent by, inter alia, raising awareness of the human rights, dignity, autonomy and needs of persons with disabilities through training and the promulgation of ethical standards for public and private health care;
- (e) Prohibit discrimination against persons with disabilities in the provision of health insurance, and life insurance where such insurance is permitted by national law, which shall be provided in a fair and reasonable manner;
- (f) Prevent discriminatory denial of health care or health services or food and fluids on the basis of disability.

Article 26

Habilitation and rehabilitation

1. States Parties shall take effective and appropriate measures, including through peer support, to enable persons with disabilities to attain and maintain maximum independence, full physical, mental, social and vocational ability, and full inclusion and participation in all aspects of life. To that end, States Parties shall organize, strengthen and extend comprehensive habilitation and rehabilitation services and programmes, particularly in the areas of health, employment, education and social services, in such a way that these services and programmes:

- (a) Begin at the earliest possible stage, and are based on the multidisciplinary assessment of individual needs and strengths;

(b) Support participation and inclusion in the community and all aspects of society, are voluntary, and are available to persons with disabilities as close as possible to their own communities, including in rural areas.

2. States Parties shall promote the development of initial and continuing training for professionals and staff working in habilitation and rehabilitation services.

3. States Parties shall promote the availability, knowledge and use of assistive devices and technologies, designed for persons with disabilities, as they relate to habilitation and rehabilitation.

Article 27

Work and employment

1. States Parties recognize the right of persons with disabilities to work, on an equal basis with others; this includes the right to the opportunity to gain a living by work freely chosen or accepted in a labour market and work environment that is open, inclusive and accessible to persons with disabilities. States Parties shall safeguard and promote the realization of the right to work, including for those who acquire a disability during the course of employment, by taking appropriate steps, including through legislation, to, inter alia:

(a) Prohibit discrimination on the basis of disability with regard to all matters concerning all forms of employment, including conditions of recruitment, hiring and employment, continuance of employment, career advancement and safe and healthy working conditions;

(b) Protect the rights of persons with disabilities, on an equal basis with others, to just and favourable conditions of work, including equal opportunities and equal remuneration for work of equal value, safe and healthy working conditions, including protection from harassment, and the redress of grievances;

(c) Ensure that persons with disabilities are able to exercise their labour and trade union rights on an equal basis with others;

(d) Enable persons with disabilities to have effective access to general technical and vocational guidance programmes, placement services and vocational and continuing training;

(e) Promote employment opportunities and career advancement for persons with disabilities in the labour market, as well as assistance in finding, obtaining, maintaining and returning to employment;

(f) Promote opportunities for self-employment, entrepreneurship, the development of cooperatives and starting one's own business;

- (g) Employ persons with disabilities in the public sector;
 - (h) Promote the employment of persons with disabilities in the private sector through appropriate policies and measures, which may include affirmative action programmes, incentives and other measures;
 - (i) Ensure that reasonable accommodation is provided to persons with disabilities in the workplace;
 - (j) Promote the acquisition by persons with disabilities of work experience in the open labour market;
 - (k) Promote vocational and professional rehabilitation, job retention and return-to-work programmes for persons with disabilities.
2. States Parties shall ensure that persons with disabilities are not held in slavery or in servitude, and are protected, on an equal basis with others, from forced or compulsory labour.

Article 28

Adequate standard of living and social protection

1. States Parties recognize the right of persons with disabilities to an adequate standard of living for themselves and their families, including adequate food, clothing and housing, and to the continuous improvement of living conditions, and shall take appropriate steps to safeguard and promote the realization of this right without discrimination on the basis of disability.
2. States Parties recognize the right of persons with disabilities to social protection and to the enjoyment of that right without discrimination on the basis of disability, and shall take appropriate steps to safeguard and promote the realization of this right, including measures:
- (a) To ensure equal access by persons with disabilities to clean water services, and to ensure access to appropriate and affordable services, devices and other assistance for disability-related needs;
 - (b) To ensure access by persons with disabilities, in particular women and girls with disabilities and older persons with disabilities, to social protection programmes and poverty reduction programmes;
 - (c) To ensure access by persons with disabilities and their families living in situations of poverty to assistance from the State with disability-related expenses, including adequate training, counselling, financial assistance and respite care;
 - (d) To ensure access by persons with disabilities to public housing programmes;

(e) To ensure equal access by persons with disabilities to retirement benefits and programmes.

Article 29

Participation in political and public life

States Parties shall guarantee to persons with disabilities political rights and the opportunity to enjoy them on an equal basis with others, and shall undertake to:

(a) Ensure that persons with disabilities can effectively and fully participate in political and public life on an equal basis with others, directly or through freely chosen representatives, including the right and opportunity for persons with disabilities to vote and be elected, inter alia, by:

(i) Ensuring that voting procedures, facilities and materials are appropriate, accessible and easy to understand and use;

(ii) Protecting the right of persons with disabilities to vote by secret ballot in elections and public referendums without intimidation, and to stand for elections, to effectively hold office and perform all public functions at all levels of government, facilitating the use of assistive and new technologies where appropriate;

(iii) Guaranteeing the free expression of the will of persons with disabilities as electors and to this end, where necessary, at their request, allowing assistance in voting by a person of their own choice;

(b) Promote actively an environment in which persons with disabilities can effectively and fully participate in the conduct of public affairs, without discrimination and on an equal basis with others, and encourage their participation in public affairs, including:

(i) Participation in non-governmental organizations and associations concerned with the public and political life of the country, and in the activities and administration of political parties;

(ii) Forming and joining organizations of persons with disabilities to represent persons with disabilities at international, national, regional and local levels.

Article 30

Participation in cultural life, recreation, leisure and sport

1. States Parties recognize the right of persons with disabilities to take part on an equal basis with others in cultural life, and shall take all appropriate measures to ensure that persons with disabilities:

- (a) Enjoy access to cultural materials in accessible formats;
- (b) Enjoy access to television programmes, films, theatre and other cultural activities, in accessible formats;
- (c) Enjoy access to places for cultural performances or services, such as theatres, museums, cinemas, libraries and tourism services, and, as far as possible, enjoy access to monuments and sites of national cultural importance.

2. States Parties shall take appropriate measures to enable persons with disabilities to have the opportunity to develop and utilize their creative, artistic and intellectual potential, not only for their own benefit, but also for the enrichment of society.

3. States Parties shall take all appropriate steps, in accordance with international law, to ensure that laws protecting intellectual property rights do not constitute an unreasonable or discriminatory barrier to access by persons with disabilities to cultural materials.

4. Persons with disabilities shall be entitled, on an equal basis with others, to recognition and support of their specific cultural and linguistic identity, including sign languages and deaf culture.

5. With a view to enabling persons with disabilities to participate on an equal basis with others in recreational, leisure and sporting activities, States Parties shall take appropriate measures:

(a) To encourage and promote the participation, to the fullest extent possible, of persons with disabilities in mainstream sporting activities at all levels;

(b) To ensure that persons with disabilities have an opportunity to organize, develop and participate in disability-specific sporting and recreational activities and, to this end, encourage the provision, on an equal basis with others, of appropriate instruction, training and resources;

(c) To ensure that persons with disabilities have access to sporting, recreational and tourism venues;

(d) To ensure that children with disabilities have equal access with other children to participation in play, recreation and leisure and sporting activities, including those activities in the school system;

(e) To ensure that persons with disabilities have access to services from those involved in the organization of recreational, tourism, leisure and sporting activities.

Article 31

Statistics and data collection

1. States Parties undertake to collect appropriate information, including statistical and research data, to enable them to formulate and implement policies to give effect to the present Convention. The process of collecting and maintaining this information shall:

(a) Comply with legally established safeguards, including legislation on data protection, to ensure confidentiality and respect for the privacy of persons with disabilities;

(b) Comply with internationally accepted norms to protect human rights and fundamental freedoms and ethical principles in the collection and use of statistics.

2. The information collected in accordance with this article shall be disaggregated, as appropriate, and used to help assess the implementation of States Parties' obligations under the present Convention and to identify and address the barriers faced by persons with disabilities in exercising their rights.

3. States Parties shall assume responsibility for the dissemination of these statistics and ensure their accessibility to persons with disabilities and others.

Article 32

International cooperation

1. States Parties recognize the importance of international cooperation and its promotion, in support of national efforts for the realization of the purpose and objectives of the present Convention, and will undertake appropriate and effective measures in this regard, between and among States and, as appropriate, in partnership with relevant international and regional organizations and civil society, in particular organizations of persons with disabilities. Such measures could include, inter alia:

(a) Ensuring that international cooperation, including international development programmes, is inclusive of and accessible to persons with disabilities;

(b) Facilitating and supporting capacity-building, including through the exchange and sharing of information, experiences, training programmes and best practices;

(c) Facilitating cooperation in research and access to scientific and technical knowledge;

(d) Providing, as appropriate, technical and economic assistance, including by facilitating access to and sharing of accessible and assistive technologies, and through the transfer of technologies.

2. The provisions of this article are without prejudice to the obligations of each State Party to fulfil its obligations under the present Convention.

Article 33

National implementation and monitoring

1. States Parties, in accordance with their system of organization, shall designate one or more focal points within government for matters relating to the implementation of the present Convention, and shall give due consideration to the establishment or designation of a coordination mechanism within government to facilitate related action in different sectors and at different levels.
2. States Parties shall, in accordance with their legal and administrative systems, maintain, strengthen, designate or establish within the State Party, a framework, including one or more independent mechanisms, as appropriate, to promote, protect and monitor implementation of the present Convention. When designating or establishing such a mechanism, States Parties shall take into account the principles relating to the status and functioning of national institutions for protection and promotion of human rights.
3. Civil society, in particular persons with disabilities and their representative organizations, shall be involved and participate fully in the monitoring process.

Article 34

Committee on the Rights of Persons with Disabilities

1. There shall be established a Committee on the Rights of Persons with Disabilities (hereafter referred to as “the Committee”), which shall carry out the functions hereinafter provided.
2. The Committee shall consist, at the time of entry into force of the present Convention, of twelve experts. After an additional sixty ratifications or accessions to the Convention, the membership of the Committee shall increase by six members, attaining a maximum number of eighteen members.
3. The members of the Committee shall serve in their personal capacity and shall be of high moral standing and recognized competence and experience in the field covered by the present Convention. When nominating their candidates, States Parties are invited to give due consideration to the provision set out in article 4.3 of the present Convention.
4. The members of the Committee shall be elected by States Parties, consideration being given to equitable geographical distribution, representation of the different forms of civilization and of the principal legal systems, balanced gender representation and participation of experts with disabilities.
5. The members of the Committee shall be elected by secret ballot from a list of persons nominated by the States Parties from among their nationals at meetings of the Conference of States Parties. At those meetings, for which two thirds of States Parties shall constitute a quorum,

the persons elected to the Committee shall be those who obtain the largest number of votes and an absolute majority of the votes of the representatives of States Parties present and voting.

6. The initial election shall be held no later than six months after the date of entry into force of the present Convention. At least four months before the date of each election, the Secretary-General of the United Nations shall address a letter to the States Parties inviting them to submit the nominations within two months. The Secretary-General shall subsequently prepare a list in alphabetical order of all persons thus nominated, indicating the State Parties which have nominated them, and shall submit it to the States Parties to the present Convention.

7. The members of the Committee shall be elected for a term of four years. They shall be eligible for re-election once. However, the term of six of the members elected at the first election shall expire at the end of two years; immediately after the first election, the names of these six members shall be chosen by lot by the chairperson of the meeting referred to in paragraph 5 of this article.

8. The election of the six additional members of the Committee shall be held on the occasion of regular elections, in accordance with the relevant provisions of this article.

9. If a member of the Committee dies or resigns or declares that for any other cause she or he can no longer perform her or his duties, the State Party which nominated the member shall appoint another expert possessing the qualifications and meeting the requirements set out in the relevant provisions of this article, to serve for the remainder of the term.

10. The Committee shall establish its own rules of procedure.

11. The Secretary-General of the United Nations shall provide the necessary staff and facilities for the effective performance of the functions of the Committee under the present Convention, and shall convene its initial meeting.

12. With the approval of the General Assembly, the members of the Committee established under the present Convention shall receive emoluments from United Nations resources on such terms and conditions as the Assembly may decide, having regard to the importance of the Committee's responsibilities.

13. The members of the Committee shall be entitled to the facilities, privileges and immunities of experts on mission for the United Nations as laid down in the relevant sections of the Convention on the Privileges and Immunities of the United Nations.

Article 35

Reports by States Parties

1. Each State Party shall submit to the Committee, through the Secretary-General of the United Nations, a comprehensive report on measures taken to give effect to its obligations under the

present Convention and on the progress made in that regard, within two years after the entry into force of the present Convention for the State Party concerned.

2. Thereafter, States Parties shall submit subsequent reports at least every four years and further whenever the Committee so requests.

3. The Committee shall decide any guidelines applicable to the content of the reports.

4. A State Party which has submitted a comprehensive initial report to the Committee need not, in its subsequent reports, repeat information previously provided. When preparing reports to the Committee, States Parties are invited to consider doing so in an open and transparent process and to give due consideration to the provision set out in article 4.3 of the present Convention.

5. Reports may indicate factors and difficulties affecting the degree of fulfilment of obligations under the present Convention.

Article 36

Consideration of reports

1. Each report shall be considered by the Committee, which shall make such suggestions and general recommendations on the report as it may consider appropriate and shall forward these to the State Party concerned. The State Party may respond with any information it chooses to the Committee. The Committee may request further information from States Parties relevant to the implementation of the present Convention.

2. If a State Party is significantly overdue in the submission of a report, the Committee may notify the State Party concerned of the need to examine the implementation of the present Convention in that State Party, on the basis of reliable information available to the Committee, if the relevant report is not submitted within three months following the notification. The Committee shall invite the State Party concerned to participate in such examination. Should the State Party respond by submitting the relevant report, the provisions of paragraph 1 of this article will apply.

3. The Secretary-General of the United Nations shall make available the reports to all States Parties.

4. States Parties shall make their reports widely available to the public in their own countries and facilitate access to the suggestions and general recommendations relating to these reports.

5. The Committee shall transmit, as it may consider appropriate, to the specialized agencies, funds and programmes of the United Nations, and other competent bodies, reports from States Parties in order to address a request or indication of a need for technical advice or assistance contained therein, along with the Committee's observations and recommendations, if any, on these requests or indications.

Article 37

Cooperation between States Parties and the Committee

1. Each State Party shall cooperate with the Committee and assist its members in the fulfilment of their mandate.
2. In its relationship with States Parties, the Committee shall give due consideration to ways and means of enhancing national capacities for the implementation of the present Convention, including through international cooperation.

Article 38

Relationship of the Committee with other bodies

In order to foster the effective implementation of the present Convention and to encourage international cooperation in the field covered by the present Convention:

- (a) The specialized agencies and other United Nations organs shall be entitled to be represented at the consideration of the implementation of such provisions of the present Convention as fall within the scope of their mandate. The Committee may invite the specialized agencies and other competent bodies as it may consider appropriate to provide expert advice on the implementation of the Convention in areas falling within the scope of their respective mandates. The Committee may invite specialized agencies and other United Nations organs to submit reports on the implementation of the Convention in areas falling within the scope of their activities;
- (b) The Committee, as it discharges its mandate, shall consult, as appropriate, other relevant bodies instituted by international human rights treaties, with a view to ensuring the consistency of their respective reporting guidelines, suggestions and general recommendations, and avoiding duplication and overlap in the performance of their functions.

Article 39

Report of the Committee

The Committee shall report every two years to the General Assembly and to the Economic and Social Council on its activities, and may make suggestions and general recommendations based on the examination of reports and information received from the States Parties. Such suggestions and general recommendations shall be included in the report of the Committee together with comments, if any, from States Parties.

Article 40
Conference of States Parties

1. The States Parties shall meet regularly in a Conference of States Parties in order to consider any matter with regard to the implementation of the present Convention.
2. No later than six months after the entry into force of the present Convention, the Conference of the States Parties shall be convened by the Secretary-General of the United Nations. The subsequent meetings shall be convened by the Secretary-General of the United Nations biennially or upon the decision of the Conference of States Parties.

Article 41
Depositary

The Secretary-General of the United Nations shall be the depositary of the present Convention.

Article 42
Signature

The present Convention shall be open for signature by all States and by regional integration organizations at United Nations Headquarters in New York as of 30 March 2007.

Article 43
Consent to be bound

The present Convention shall be subject to ratification by signatory States and to formal confirmation by signatory regional integration organizations. It shall be open for accession by any State or regional integration organization which has not signed the Convention.

Article 44
Regional integration organizations

1. "Regional integration organization" shall mean an organization constituted by sovereign States of a given region, to which its member States have transferred competence in respect of matters governed by this Convention. Such organizations shall declare, in their instruments of formal confirmation or accession, the extent of their competence with respect to matters governed by this Convention. Subsequently, they shall inform the depositary of any substantial modification in the extent of their competence.

2. References to “States Parties” in the present Convention shall apply to such organizations within the limits of their competence.

3. For the purposes of article 45, paragraph 1, and article 47, paragraphs 2 and 3, any instrument deposited by a regional integration organization shall not be counted.

4. Regional integration organizations, in matters within their competence, may exercise their right to vote in the Conference of States Parties, with a number of votes equal to the number of their member States that are Parties to this Convention. Such an organization shall not exercise its right to vote if any of its member States exercises its right, and vice versa.

Article 45

Entry into force

1. The present Convention shall enter into force on the thirtieth day after the deposit of the twentieth instrument of ratification or accession.

2. For each State or regional integration organization ratifying, formally confirming or acceding to the Convention after the deposit of the twentieth such instrument, the Convention shall enter into force on the thirtieth day after the deposit of its own such instrument.

Article 46

Reservations

1. Reservations incompatible with the object and purpose of the present Convention shall not be permitted.

2. Reservations may be withdrawn at any time.

Article 47

Amendments

1. Any State Party may propose an amendment to the present Convention and submit it to the Secretary-General of the United Nations. The Secretary-General shall communicate any proposed amendments to States Parties, with a request to be notified whether they favour a conference of States Parties for the purpose of considering and deciding upon the proposals. In the event that, within four months from the date of such communication, at least one third of the States Parties favour such a conference, the Secretary-General shall convene the conference under the auspices of the United Nations. Any amendment adopted by a majority of two thirds of

the States Parties present and voting shall be submitted by the Secretary-General to the General Assembly for approval and thereafter to all States Parties for acceptance.

2. An amendment adopted and approved in accordance with paragraph 1 of this article shall enter into force on the thirtieth day after the number of instruments of acceptance deposited reaches two thirds of the number of States Parties at the date of adoption of the amendment. Thereafter, the amendment shall enter into force for any State Party on the thirtieth day following the deposit of its own instrument of acceptance. An amendment shall be binding only on those States Parties which have accepted it.

3. If so decided by the Conference of States Parties by consensus, an amendment adopted and approved in accordance with paragraph 1 of this article which relates exclusively to articles 34, 38, 39 and 40 shall enter into force for all States Parties on the thirtieth day after the number of instruments of acceptance deposited reaches two thirds of the number of States Parties at the date of adoption of the amendment.

Article 48 **Denunciation**

A State Party may denounce the present Convention by written notification to the Secretary-General of the United Nations. The denunciation shall become effective one year after the date of receipt of the notification by the Secretary-General.

Article 49 **Accessible format**

The text of the present Convention shall be made available in accessible formats.

Article 50 **Authentic texts**

The Arabic, Chinese, English, French, Russian and Spanish texts of the present Convention shall be equally authentic.

In witness thereof the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Convention.

Optional Protocol to the Convention on the Rights of Persons with Disabilities

The States Parties to the present Protocol have agreed as follows:

Article 1

1. A State Party to the present Protocol (“State Party”) recognizes the competence of the Committee on the Rights of Persons with Disabilities (“the Committee”) to receive and consider communications from or on behalf of individuals or groups of individuals subject to its jurisdiction who claim to be victims of a violation by that State Party of the provisions of the Convention.
2. No communication shall be received by the Committee if it concerns a State Party to the Convention that is not a party to the present Protocol.

Article 2

The Committee shall consider a communication inadmissible when:

- (a) The communication is anonymous;
- (b) The communication constitutes an abuse of the right of submission of such communications or is incompatible with the provisions of the Convention;
- (c) The same matter has already been examined by the Committee or has been or is being examined under another procedure of international investigation or settlement;
- (d) All available domestic remedies have not been exhausted. This shall not be the rule where the application of the remedies is unreasonably prolonged or unlikely to bring effective relief;
- (e) It is manifestly ill-founded or not sufficiently substantiated; or when
- (f) The facts that are the subject of the communication occurred prior to the entry into force of the present Protocol for the State Party concerned unless those facts continued after that date.

Article 3

Subject to the provisions of article 2 of the present Protocol, the Committee shall bring any communications submitted to it confidentially to the attention of the State Party. Within six months, the receiving State shall submit to the Committee written explanations or statements clarifying the matter and the remedy, if any, that may have been taken by that State.

Article 4

1. At any time after the receipt of a communication and before a determination on the merits has been reached, the Committee may transmit to the State Party concerned for its urgent consideration a request that the State Party take such interim measures as may be necessary to avoid possible irreparable damage to the victim or victims of the alleged violation.
2. Where the Committee exercises its discretion under paragraph 1 of this article, this does not imply a determination on admissibility or on the merits of the communication.

Article 5

The Committee shall hold closed meetings when examining communications under the present Protocol. After examining a communication, the Committee shall forward its suggestions and recommendations, if any, to the State Party concerned and to the petitioner.

Article 6

1. If the Committee receives reliable information indicating grave or systematic violations by a State Party of rights set forth in the Convention, the Committee shall invite that State Party to cooperate in the examination of the information and to this end submit observations with regard to the information concerned.
2. Taking into account any observations that may have been submitted by the State Party concerned as well as any other reliable information available to it, the Committee may designate one or more of its members to conduct an inquiry and to report urgently to the Committee. Where warranted and with the consent of the State Party, the inquiry may include a visit to its territory.
3. After examining the findings of such an inquiry, the Committee shall transmit these findings to the State Party concerned together with any comments and recommendations.

4. The State Party concerned shall, within six months of receiving the findings, comments and recommendations transmitted by the Committee, submit its observations to the Committee.

5. Such an inquiry shall be conducted confidentially and the cooperation of the State Party shall be sought at all stages of the proceedings.

Article 7

1. The Committee may invite the State Party concerned to include in its report under article 35 of the Convention details of any measures taken in response to an inquiry conducted under article 6 of the present Protocol.

2. The Committee may, if necessary, after the end of the period of six months referred to in article 6.4, invite the State Party concerned to inform it of the measures taken in response to such an inquiry.

Article 8

Each State Party may, at the time of signature or ratification of the present Protocol or accession thereto, declare that it does not recognize the competence of the Committee provided for in articles 6 and 7.

Article 9

The Secretary-General of the United Nations shall be the depositary of the present Protocol.

Article 10

The present Protocol shall be open for signature by signatory States and regional integration organizations of the Convention at United Nations Headquarters in New York as of 30 March 2007.

Article 11

The present Protocol shall be subject to ratification by signatory States of this Protocol which have ratified or acceded to the Convention. It shall be subject to formal confirmation by

signatory regional integration organizations of this Protocol which have formally confirmed or acceded to the Convention. It shall be open for accession by any State or regional integration organization which has ratified, formally confirmed or acceded to the Convention and which has not signed the Protocol.

Article 12

1. “Regional integration organization” shall mean an organization constituted by sovereign States of a given region, to which its member States have transferred competence in respect of matters governed by the Convention and this Protocol. Such organizations shall declare, in their instruments of formal confirmation or accession, the extent of their competence with respect to matters governed by the Convention and this Protocol. Subsequently, they shall inform the depositary of any substantial modification in the extent of their competence.
2. References to “States Parties” in the present Protocol shall apply to such organizations within the limits of their competence.
3. For the purposes of article 13, paragraph 1, and article 15, paragraph 2, any instrument deposited by a regional integration organization shall not be counted.
4. Regional integration organizations, in matters within their competence, may exercise their right to vote in the meeting of States Parties, with a number of votes equal to the number of their member States that are Parties to this Protocol. Such an organization shall not exercise its right to vote if any of its member States exercises its right, and vice versa.

Article 13

1. Subject to the entry into force of the Convention, the present Protocol shall enter into force on the thirtieth day after the deposit of the tenth instrument of ratification or accession.
2. For each State or regional integration organization ratifying, formally confirming or acceding to the Protocol after the deposit of the tenth such instrument, the Protocol shall enter into force on the thirtieth day after the deposit of its own such instrument.

Article 14

1. Reservations incompatible with the object and purpose of the present Protocol shall not be permitted.
2. Reservations may be withdrawn at any time.

Article 15

1. Any State Party may propose an amendment to the present Protocol and submit it to the Secretary-General of the United Nations. The Secretary-General shall communicate any proposed amendments to States Parties, with a request to be notified whether they favour a meeting of States Parties for the purpose of considering and deciding upon the proposals. In the event that, within four months from the date of such communication, at least one third of the States Parties favour such a meeting, the Secretary-General shall convene the meeting under the auspices of the United Nations. Any amendment adopted by a majority of two thirds of the States Parties present and voting shall be submitted by the Secretary-General to the General Assembly for approval and thereafter to all States Parties for acceptance.

2. An amendment adopted and approved in accordance with paragraph 1 of this article shall enter into force on the thirtieth day after the number of instruments of acceptance deposited reaches two thirds of the number of States Parties at the date of adoption of the amendment. Thereafter, the amendment shall enter into force for any State Party on the thirtieth day following the deposit of its own instrument of acceptance. An amendment shall be binding only on those States Parties which have accepted it.

Article 16

A State Party may denounce the present Protocol by written notification to the Secretary-General of the United Nations. The denunciation shall become effective one year after the date of receipt of the notification by the Secretary-General.

Article 17

The text of the present Protocol shall be made available in accessible formats.

Article 18

The Arabic, Chinese, English, French, Russian and Spanish texts of the present Protocol shall be equally authentic.

In witness thereof the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Protocol.

Maitino, Robin@SCDD

From: Newton, Roberta@SCDD
Sent: Tuesday, August 28, 2012 11:26 AM
To: Maitino, Robin@SCDD
Subject: FW: Disability Rights California dismayed by report of pervasive, systemic problems at Sonoma Developmental Center; urges prompt implementation of plan of correction and additional oversight

From: Barbara Duncan [mailto:system@enr-corp.com]
Sent: Friday, August 24, 2012 11:26 AM
To: Newton, Roberta@SCDD
Subject: Disability Rights California dismayed by report of pervasive, systemic problems at Sonoma Developmental Center; urges prompt implementation of plan of correction and additional oversight



FOR IMMEDIATE RELEASE

Contact: Leslie Morrison
Director, Investigations Unit
Disability Rights California
Phone: (510) 267-1200
E-Mail: Leslie.Morrison@disabilityrightsca.org

Friday, August 24, 2012

**Disability Rights California dismayed by report of
pervasive, systemic problems at Sonoma
Developmental Center; urges prompt
implementation of plan of correction and additional
oversight**

Oakland, CA –

OAKLAND, Calif. -- On July 3, the Centers for Medicare and Medicaid Services completed its annual review of the Sonoma Developmental Center, which houses 531 people with developmental disabilities. The 250 page report, entitled "A Statement of Deficiency," describes pervasive and systemic problems that touch essentially all areas of resident care and protection.

Disability Rights California recently received a copy of the report, under its authority to investigate abuse and neglect. In response, we are issuing the following statement that includes our recommendations for changing practices and, ultimately, the culture which have led to unacceptable substandard resident care.

#####

Disability Rights California is dismayed by the findings in the recent Center for Medicare and Medicaid Services survey of Sonoma Developmental Center. We find the report reflects a culture of disregard for the dignity, health, safety and rights of the individuals they serve.

Sadly, the survey report reflects a lack of basic inquiry, accountability and commitment to ensuring the ongoing safety, care and treatment of the residents. Staff disregarded existing policies and procedures in many of these areas – policies that, if followed, would have prevented or promptly addressed many problems identified. Unfortunately, it appears that many facility staff have become accustomed to substandard resident care and treatment, such that incidents of resident abuse and neglect are no longer alarming or even recognized.

The Department of Developmental Services (Department) has outlined an aggressive and comprehensive plan of correction. Disability Rights California applauds some of the corrective actions outlined, many of which are consistent with prior Disability Rights California recommendations. They include:

- addressing lapses in recognizing indications of abuse and neglect and ensuring staff satisfy their legal duty to report it promptly
- honing/augmenting the existing incident reporting system to collect and provide more details of events surrounding the incident, improve thoroughness and focus/purpose of clinical management and administration reviews of incidents, identify patterns and trends and focus corrective action
- enhancing the training of program management and Office of Protective Services in conducting prompt and thorough investigations and taking immediate action to safeguard residents
- ensuring sufficient numbers and mix of qualified staff to meet resident medical, nursing, habilitation and behavioral needs
- partnering with regional centers to identify family members and others who can provide informed consent when a resident lacks capacity

While the Department's plan is a good first step, meaningful change will occur only if the Department changes the culture at Sonoma Developmental Center and holds managers and supervisors accountable for correcting the abuse. Disability Rights California is committed to working with the Department and will be monitoring Sonoma Developmental Center to ensure that real and meaningful change has occurred.

Similarly, Disability Rights California urges every entity with an interest in the care and treatment of Sonoma Developmental Center residents, including regional centers, the District Attorney's Office, and the Department of Justice, to immediately commit to guaranteeing resident safety and the return of resident dignity and active treatment. We also encourage the Department to work closely with regional centers, as well as with clients placed at Sonoma Developmental Center, to review the appropriateness of the placement in light of the survey report and to determine, as required by recent changes in law, what services the client needs to live in the community.

A critical piece of reform is ensuring that outside law enforcement take an active role in investigating crimes against residents, and that prosecutors aggressively pursue cases of abuse of residents by staff. It is no longer acceptable for local law enforcement to ignore that the largest clustering of vulnerable dependent adults in their county resides at Sonoma Developmental Center, and to rely on internal Office of Protective Services investigators to conduct thorough and independent criminal investigation sufficient to sustain prosecution. It is no longer acceptable for the District Attorney to decline to prosecute or to accept minimal plea agreements in cases of serial abuse and repeated, blatant predatory behavior. State and federal oversight must be heightened to ensure corrective action is sustained and that conditions never again deteriorate to this level that harkens back to institutional living of decades ago.

We, at Disability Rights California, renew our commitment to ensure that the residents at Sonoma Developmental Center and all institutions are treated with dignity and respect, are free from abuse and neglect at the hands of caregivers, and receive quality care and treatment to develop skills to live successfully in the community of their choice.



PUBLIC SAFETY | DAILY REPORT | BROKEN SHIELD

Report slams state institution for neglect, weak oversight

August 23, 2012 | Ryan Gabrielson, California Watch



Monica Lam/California Watch

The Office of Protective Services is an in-house police force at California's developmental centers.

California's largest institution for the developmentally disabled risks losing millions of dollars in federal funding because of poor medical care and widespread failures to prevent abuse and thoroughly investigate when patients are harmed, state officials said in a confidential report.

The Department of Public Health [inspection report](#) [1] presented a damning indictment of the Sonoma Developmental Center, which houses more than 500 people with cerebral palsy and other intellectual disabilities. Normally such reports are kept from the public, but California Watch obtained a copy of the 495-page document this week.

"Individuals have been abused, neglected, and otherwise mistreated and the facility has not taken steps to protect individuals and prevent reoccurrence," the report said. "Individuals were subjected to the use of drugs or restraints without justification. Individual freedoms have been denied or restricted without justification."

According to the report, the board-and-care institution must immediately upgrade patient care and abuse investigations to keep its federal certification. Without federal approval, the Sonoma center would lose reimbursement from the Medicare and Medicaid programs – crippling its budget and placing an even greater burden on the state.

For the Sonoma center, the penalty would cut off reimbursements that cover about half of its \$160 million annual budget. [Finance records show](#) [2] that the Medi-Cal program pays more than \$6 million a month for patient care at the Sonoma center.

State regulators repeatedly faulted the in-house police force, the Office of Protective Services, for [inadequate investigations](#) [3].

"The facility failed to ensure evidence that all alleged violations and injuries of unknown origin were thoroughly investigated," the report said. The investigations "lacked significant and/or pertinent information to minimize recurrence."

"It leads one to believe that, in certain circumstances, it's a lawless environment," state Sen. Mark Leno, D-San Francisco, said of the inspection report.

In [a series of stories](#) [4] this year, California Watch has reported that detectives and patrol officers at the institutions routinely fail to conduct [basic police work](#) [5], even [when patients die](#) [6] under mysterious circumstances. In case after case, detectives and officers have delayed interviews with witnesses or suspects – if they have conducted interviews at all.

The force has also waited too long to collect evidence or secure crime scenes and has been accused of going easy on co-workers who care for the disabled.

The state Department of Developmental Services operates five centers that house nearly 1,700 patients with cerebral palsy and other intellectual disabilities in Sonoma, Tulare, Los Angeles, Orange and Riverside counties. California is budgeted to spend about \$314,000 this year per developmental center patient.

Terri Delgadillo, director of the Department of Developmental Services, said the department "recognizes the action necessary to ensure the health and safety of residents at the Sonoma Developmental Center."

"Several key changes have already been made but more must be done," Delgadillo said in a statement. "Both the executive director and the clinical director have been replaced. Several other employees have been terminated or disciplined and investigations continue which could result in additional actions."

The report includes the Sonoma center's plans to correct its violations, which include hiring additional caregivers and retraining employees.

Regulators have not decertified a center for more than a decade. The state Department of Public Health, which licenses and regulates the institutions, decertified the Agnews Developmental Center in San Jose for patient neglect in 1999. Agnews closed two years ago.

In September, someone assaulted a dozen patients with a stun gun, an incident first reported by California Watch last month. The victims suffered severe burns on their backs, buttocks, arms and legs.

The Office of Protective Services received a tip that a caregiver named Archie Millora had abused patients during his shifts. Officers found a Taser in Millora's car, along with a loaded handgun, but did not make an arrest in the assaults.

Detectives continued to delay or overlook abuse cases in recent months, according to the report.

On May 25, Rue Denoncourt, a psychiatric technician, took a female patient into a bathroom and exposed his genitals. Another employee reported the abuse and the Sonoma County Sheriff's Department arrested Denoncourt for lewd conduct; he pleaded no contest earlier this month and was sentenced to eight months in prison.

The Office of Protective Services waited weeks [7] to review patient records to determine whether others living on the unit where Denoncourt worked showed signs of abuse, the report shows.

In fact, there was another victim.

Denoncourt, who worked at the center 27 years, admitted to sheriff's deputies [8] that he had also abused the victim's roommate, forcing the second female patient to touch him while he masturbated, the report said.

Three weeks earlier, on May 4, caregivers discovered bruises on both women, including an injury to a patient's left breast. State regulators found records showing the patients had not attended a Cinco de Mayo event at the center the previous evening and that Denoncourt was working on their unit at the time.

But the Office of Protective Services did not investigate [9] whether Denoncourt was alone with the victims, according to the report.

The state Assembly yesterday unanimously approved legislation, SB 1051 [10], to require the centers to report certain abuse and injury cases to outside law enforcement and advocacy organizations for the disabled. The bill, which now goes to Gov. Jerry Brown, also sets minimum qualifications for the Office of Protective Services' chief.

Leno has sponsored legislation, SB 1522 [11], to mandate that centers notify outside law enforcement in cases of patient death, sexual abuse, and assaults with a deadly weapon or severe injury, and unexplained broken bones. The state Assembly is expected to vote on SB 1522 today.

The Sonoma center's nursing services were also faulted, most notably for unsafe practices when placing feeding tubes and failure to follow policies regarding how to read vital signs and assess patients' pain.

As part of the improvements, the report said center employees would receive training on an array of issues. One of them is handling of patients with pica, a disorder that causes people to ingest things that are not food.

On Nov. 22, patient Jean Erquiaga consumed part of a "soft knit shirt [12]," according to an internal incident report. Erquiaga had long been diagnosed with pica, swallowing disposable diapers in years past, a concern caregivers were aware of.

Erquiaga began vomiting and, five days after eating the fabric, the center took the patient to Sonoma Valley Hospital, the internal record shows. Doctors operated on Erquiaga to remove material that had formed a bowel blockage.

Sonoma center records show Erquiaga died of respiratory failure on Dec. 1.

The Office of Protective Services opened an investigation nearly six weeks later, on Jan. 13 [13]. If center detectives intended to investigate potential criminal negligence, the caregiver responsible [14] for protecting Erquiaga was already gone, the records show.

"This individual had been working towards transferring to Coalinga (State Hospital)," a Sonoma administrator wrote, "and is now employed there."

© 2012 California Watch

Original URL: <http://californiawatch.org/dailyreport/report-slams-state-institution-neglect-weak-oversight-17697>

Links:

- [1] <https://www.documentcloud.org/documents/413132-sonoma-icf.html>
- [2] http://www.dds.ca.gov/Budget/Docs/2012_DCMayRevision.pdf
- [3] <https://www.documentcloud.org/documents/413132-sonoma-icf.html#document/p60/a14>
- [4] <http://californiawatch.org/broken-shield>
- [5] <http://californiawatch.org/public-safety/sloppy-investigations-leave-abuse-disabled-unsolved-14971>
- [6] <http://californiawatch.org/public-safety/basic-police-work-ignored-autistic-patient-s-suspicious-death->

14972

[7] <https://www.documentcloud.org/documents/413132-sonoma-icf.html#document/p111/a14>

[8] <https://www.documentcloud.org/documents/413132-sonoma-icf.html#document/p80/a14>

[9] <https://www.documentcloud.org/documents/413132-sonoma-icf.html#document/p108/a16>

[10] http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1051-1100/sb_1051_bill_20120820_amended_asm_v93.html

[11] http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1501-1550/sb_1522_bill_20120618_amended_asm_v95.html

[12] <https://www.documentcloud.org/documents/413123-erquiaga-death-report.html#document/p3/a69163>

[13] <https://www.documentcloud.org/documents/413123-erquiaga-death-report.html#document/p4/a69164>

[14] <https://www.documentcloud.org/documents/413123-erquiaga-death-report.html#document/p4/a69165>

INFORMATIONAL ITEMS

2013 Proposed Meeting Dates

Month	Self-Advocates Advisory Committee	Council Meeting
January	15	16
February		
March	19	20
April		
May	21	22
June		
July	16	17
August		
September	17	18
October		
*November	13	14
December		

***NOTE: Due to the Veterans Day holiday, November meeting dates are on Wednesday and Thursday.**

DEPARTMENT OF DEVELOPMENTAL SERVICES

1600 NINTH STREET, Room 320, MS 3-9
SACRAMENTO, CA 95814
TDD 654-2054 (For the Hearing Impaired)
(916) 654-1958



August 24, 2012

TO: REGIONAL CENTER EXECUTIVE DIRECTORS AND BOARD
PRESIDENTS

SUBJECT: CONFLICT OF INTEREST REGULATIONS AND REPORTING
STATEMENT

On August 15, 2012, the enclosed emergency conflict of interest regulations became effective. The regulations apply to members of the regional center governing boards, executive directors, employees, and those acting on the regional center's behalf. However, the regulations specify those positions which create a conflict of interest for individuals acting in these roles. The regulations define conflicts of interest, including those created by a financial interest and other types of conflicts, and provide provisions for submission of a Conflict Resolution Plan. Please disseminate these regulations to all board members and regional center employees. Regional centers are also required to ensure that contractors, consultants and others acting on the regional center's behalf are aware of these conflict of interest regulations.

Please note, for all individuals to whom the regulations apply, the enclosed Conflict of Interest Reporting Statement (DS 6016) must be completed and filed by August 1 of each year and/or within 30 calendar days of assuming a position subject to these regulations. Those individuals who filed an annual conflict of interest statement this year and who continue in their same positions since filing, are not required to submit a new Conflict of Interest Reporting Statement unless, pursuant to these emergency regulations, they have new information to report. Individuals who have not submitted a conflict of interest statement this year, but who are required to do so pursuant to these regulations, must complete and file a Conflict of Interest Reporting Statement. Regional center executive directors and board members must submit their reporting statements to the Department of Developmental Services (DDS); all others must file Conflict of Interest Reporting Statements with the regional center executive director. Statements being submitted to DDS should be sent to:

Brian Winfield
Department of Developmental Services
1600 Ninth Street, Room 320 (MS 3-9)
Sacramento, CA 95814

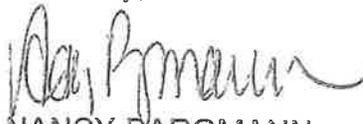
"Building Partnerships, Supporting Choices"

Regional Center Executive Directors and Board Presidents
August 24, 2012
Page two

These emergency regulations and the Conflict of Interest Reporting Statement may also be accessed online at: <http://www.dds.ca.gov/ProposedReqs/ConflictOfInterest.cfm>

If you have any questions regarding this correspondence, please contact Brian Winfield at (916) 654-1569.

Sincerely,



NANCY BARGMANN
Deputy Director
Community Services Division

Enclosures

cc: Regional Center Administrators
Regional Center Chief Counselors
Association of Regional Center Agencies
Area Board Directors
State Council on Developmental Disabilities

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS
TITLE 17. PUBLIC HEALTH
DIVISION 2. HEALTH AND WELFARE AGENCY -DEPARTMENT OF
DEVELOPMENTAL SERVICES
REGULATIONS
CHAPTER 3. COMMUNITY SERVICES
SUBCHAPTER 3. REGIONAL CENTER ADMINISTRATIVE PRACTICES AND
PROCEDURES
ARTICLE 1. REGIONAL CENTER CONFLICT OF INTEREST STANDARDS
AND PROCEDURES

§ 54500. Authority and Scope.

These regulations prescribe conflict of interest standards and procedures for all members of the regional center governing boards, employees, and those acting on the regional center's behalf to ensure that such persons make decisions relative to the regional center which are in the best interests of the center's consumers and families pursuant to authority provided in section 4627 of the Welfare and Institutions Code

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4626, 4626.5 and 4627, Welfare and Institutions Code.

§ 54505. Definitions.

As used in Article 1 of this subchapter, the following words and phrases have the specified meanings:

- (a) "Area Board" means the organization of individuals established and constituted according to Welfare and Institutions Code Section 4546 et seq.
- (b) "Business Entity, Entity or Provider" means any individual or business venture from whom or from which the regional center purchases, obtains, or secures goods or services to conduct its operations. These entities or providers include, but are not limited to, residential facilities, intermediate care facilities, skilled nursing supported and independent living, hospitals, medical groups, activity centers, housing providers, entities formed in support of the regional center, infant programs, clinics, laboratories, pharmacies, drug stores, ambulance services, furniture stores, equipment and supply stores, physicians, psychologists, nurses, therapists, teachers, social workers, and contract case managers. For purposes of these conflict of interest regulations "business entity, entity or provider" does not include a consumer or family member of a consumer who receives vouchers for consumer services.
- (c) "Consumer" means an individual who has been determined by a regional center to meet the eligibility criteria of the Welfare and Institutions Code Section

4512, and of Title 17, California Code of Regulations, Sections 54000, 54001 and 54010, and for whom the regional center has accepted responsibility.

(d) "Decision or Policy-Making Authority" means the authority an individual possesses whenever the individual:

(1) exercises discretion or judgment, without significant intervening substantive review, in making, advising or recommending, a decision or in making a final decision; or

(2) may compel a decision or may prevent a decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may or may not be overridden; or

(3) makes substantive recommendations which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another person or entity or provider; or

(4) votes on matters, obligates or commits his or her entity to any course of action, or enters into, modifies, amends, or renews, any contractual agreement on behalf of his or her entity, or has authority to obligate resources; or

(5) votes to approve, appoint or ratify, or the individual approves, appoints, ratifies, assigns, elects, selects, designates, names, creates, confirms, contracts or hires, any director, trustee, member of the board, member of a board committee, officer, agent, employee, contractor, or consultant, for his or her entity or any other business entity or provider.

Decision or policy-making authority does not include actions of individuals which are solely secretarial or clerical.

(e) "Department" means the Department of Developmental Services.

(f) "Family Member" includes the individual's spouse, domestic partner, parents, stepparents, grandparents, siblings, step-siblings, children, stepchildren, grandchildren, and in-laws.

(g) "Member of the Board" or "Member" means an individual serving as a member of the governing board, board of directors or board committee of a business entity, entity, or provider as defined herein.

(h) "Potential Conflict of Interest" means a situation which, based upon circumstances reasonably expected to occur at a point in the future, may result in a conflict of interest, as specified in these regulations.

(i) "Present Conflict of Interest" means a conflict of interest, as specified in these regulations, which currently exists.

(j) "Regional Center" means a diagnostic, counseling, and service coordination center for persons with developmental disabilities and their families which is established and operated pursuant to Chapter 5 of Division 4.5 of the Welfare and Institutions Code and Title 14 of the Government Code, by a private nonprofit corporation acting as a contracting agency.

(k) "Regional Center Employee" means any person who performs services for wages, salary or a fee under a contract of employment, express or implied, with the regional center. For purposes of these regulations, a business entity, entity or provider as defined herein, is not a regional center employee.

(l) "Regional Center Governing Board" means the board of directors of a private nonprofit corporation which contracts with the State for the purpose of establishing and operating a regional center and which is constituted in accordance with section 4622 of the Welfare and Institutions Code.

(m) "Regional Center Operations" means those activities or services which regional centers are required by law, regulation, or contract with the State to provide, obtain, or purchase. Such activities include, but are not limited to, case finding, outreach, prevention, intake and assessment, individual program planning, case management, community programs, program development, and consumer advocacy and protection.

(n) "State Council" means the organization of individuals established and constituted pursuant to Welfare and Institutions Code, Section 4520 et seq.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4520, 4525, 4543, 4546, 4622, 4626, 4626.5, and 4627, Welfare and Institutions Code.

§ 54520. Positions Creating Conflicts of Interest for Regional Center Governing Board Members and Executive Directors.

(a) A conflict of interest exists when a regional center governing board member, executive director, or a family member of such person is any of the following for a business entity, entity, or provider as defined in section 54505 of these regulations, except to the extent such position is permitted by Welfare and Institutions Code, sections 4622 and 4626.

- (1) a governing board member
- (2) a board committee member
- (3) a director
- (4) an officer
- (5) an owner

- (6) a partner
- (7) a shareholder
- (8) a trustee
- (9) an agent
- (10) an employee
- (11) a contractor
- (12) a consultant
- (13) a person who holds any position of management; or
- (14) a person who has decision or policy making authority

(b) An employee or contractor of a state or local government entity, which provides services to regional center consumers, who works in a position having no relation to providing those services to regional center consumers, does not have a conflict of interest as a result of his or her position. This exception does not apply to an employee of the Department of Developmental Services.

(c) There is no conflict of interest for purposes of these regulations where a consumer receives employment services through a regional center provider, and the consumer's family member is a governing board member or executive director of the regional center, or the consumer's family member holds a position described in subsection (a)(1) to (14) with the provider providing the employment services, if the employment service is made equally available to all eligible consumers of the regional center in question.

(d) These conflict of interest provisions are in addition to those conflicts identified in Welfare and Institutions Code sections 4622 and 4626.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4620.3, 4622, 4626, 4626.5 and 4627, Welfare and Institutions Code.

§54521. Conflicts of Interest For Regional Center Advisory Committee Board Members.

(a) A conflict of interest exists when a regional center advisory committee board member, appointed pursuant to Welfare and Institutions Code section 4622(i), is:
(1) in any of the following positions for a business entity, entity, or provider from which the regional center purchases, obtains or secures consumer services:

- (A) member of the governing board
- (B) board committee member
- (C) owner
- (D) partner
- (E) shareholder
- (F) agent
- (G) manager

- (H) employee
- (I) contractor
- (J) consultant

and (2) that person does any of the following:

- (A) Serves as an officer of the regional center board; or
- (B) Votes on any fiscal matter affecting the purchase of services from any regional center provider; or
- (C) Votes on any matters in which the member has a financial interest as that term is defined in section 54522(b).

"Fiscal Matters" as used in this subdivision, include setting purchase of service priorities, making any fiscal commitments, transferring funds to the purchase of service budget, and establishing policies and procedures with respect to payment of services.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626, and 4627, Welfare and Institutions Code.

§54522. Financial Interests in Decisions Creating a Conflict of Interest for Regional Center Governing Board Members and Executive Directors.

(a) A regional center governing board member or regional center executive director shall not make, participate in making or in any way attempt to use his or her position to influence a regional center or board decision, in which he or she knows or has reason to know, that he or she or a family member has a financial interest.

(b) Financial interest, as used in this section, includes any current or contingent ownership, equity, or security interest that could result directly or indirectly, in receiving a pecuniary gain or sustaining a pecuniary loss as a result of the interest in any of the following:

- (1) business entity worth two thousand dollars (\$2,000) or more.
- (2) real or personal property worth two thousand dollars (\$2,000) or more in fair market value.
- (3) stocks or bonds worth two thousand dollars (\$2,000) or more.
- (4) intellectual property rights worth five hundred dollars (\$500) or more.
- (5) sources of gross income aggregating five hundred dollars (\$500) or more within the prior 12 months.

(6) future interests for compensation of five hundred dollars (\$500) or more.

(7) personal finances of two hundred fifty dollars (\$250) or more.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626, 4626.5 and 4627, Welfare and Institutions Code and Section 87103, Government Code.

§ 54523. Financial Interests in Contracts Creating a Conflict of Interest For Regional Center Governing Board Members and Executive Directors.

(a) The purpose of this section is to make certain that regional center governing board members and executive directors are guided solely by the interests of the regional center and its consumers and not by their personal financial interests when participating in the making of contracts in their official capacity.

(b) Regional center governing board members and regional center executive directors shall not be financially interested in any contract in which they participate in making in their official capacity.

(1) Financially interested, for purposes of this section, means any financial interest regardless of the dollar amount, and includes aiming to achieve a financial gain or avoid a financial loss. The financial interest may be direct or indirect and includes any monetary or proprietary benefit, gain of any sort, or the contingent possibility of monetary or proprietary benefits and extends to expectations of economic benefit. Certainty of financial gain is not necessary to create a conflict of interest.

(A) The financial interest is direct when the individual, in his or her official capacity, does business with himself or herself in his or her private capacity.

(B) The financial interest is indirect if a regional center board member or executive director enters into a contract in his or her official capacity with an individual or entity, and because of the relationship between the individual or entity to the board member or executive director, the individual or entity is in a position to render actual or potential pecuniary benefits to the board member or executive director based on that contract.

(2) Participation in the making of a contract includes any act involving preliminary discussions, development, negotiations, compromises, reasoning, planning, drawing of plans and specifications, solicitation for bids, approval and execution.

(c) If a regional center governing board member, executive director, or his or her family member, has a financial interest in a potential contract that creates a present or potential conflict of interest, prior to the first consideration of the potential contract, the regional center board member or executive director shall do all of the following:

(1) fully disclose the existence and nature of the conflicting financial interest to the regional center board;

(2) have it noted in the official board records;

(3) recuse himself or herself from making, participating in making, or in any way attempting to use his or her position to influence a decision on the matter;

(4) leave the room during any discussion or deliberations of the matter and shall not return until disposition of the matter is concluded; and

(5) shall not cast his or her vote upon any matter or contract concerning the financial interest or be counted for purposes of a quorum.

(d) Subdivision (c) does not apply if a board member, who is a regional center consumer, has a financial interest in a contract that will provide him or her with a financial benefit, if that benefit will be available to any regional center consumer.

(e) Regional center governing board members and executive directors shall not make any contract which is financially beneficial to a family member of such person, unless the benefits associated with the contract are available to regional center consumers or their families generally. When benefits associated with the contract are available to regional center consumer or their families generally, subdivision (c) does not apply.

(f) The regional center board may not avoid a conflicting financial interest in a contract by delegating its decision-making authority to another individual or body.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626, 4626.5 and 4627, Welfare and Institutions Code and Sections 1090 and 87103, Government Code.

§ 54524. General Prohibition of Conflicts of Interest for Regional Center Governing Board Members and Executive Directors.

(a) In addition to the specific conflict of interest requirements and restrictions set forth above, regional center governing board members and executive directors are obligated to discharge their responsibilities with integrity and fidelity, and are prohibited from placing themselves in a position where their private, personal interests may conflict with their official duties.

(b) Governing board members and executive directors are impliedly bound to exercise the powers conferred on them with disinterested skill, zeal and diligence and for the benefit of the regional center and the consumers.

(c) If a situation arises that has not been specifically addressed in these regulations, where a governing board member, executive director or his or her family member's personal or pecuniary interest conflicts with the individual's duty to act in the best interest of the regional center or the consumers, the governing board member or executive director is disqualified from taking any part in the discussion, or from making any recommendation or decision regarding the transaction or decision.

(d) In interpreting and applying this section, the common law doctrine against conflict of interest and the authorities interpreting that doctrine shall govern.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4626 and 4627, Welfare and Institutions Code.

§ 54525. Necessity of Conflict Resolution Plan for Conflicts of Interests For Regional Center Governing Board Members and Executive Directors.

(a) The regional center governing board or executive director shall not allow the regional center to refer a consumer to any business entity, entity or provider in which a board member or executive director has a conflict of interest as set forth in these regulations, unless the board member or executive director has eliminated the conflict of interest or obtained an approved Conflict Resolution Plan prior to the referral.

(b) No regional center governing board member or executive director who has a conflict of interest, shall continue to serve as a board member or executive director in violation of these provisions, unless the individual has eliminated the conflict of interest or obtained an approved Conflict Resolution Plan. This subdivision does not apply to the extent it is permitted by Welfare and Institutions Code, sections 4622 and 4626.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626 and 4627, Welfare and Institutions Code.

§ 54526. Positions Creating Conflicts of Interests for Employees, Contractors, Agents and Consultants.

(a) A conflict of interest exists when a regional center employee with decision or policy making authority, or contractor, agent or consultant with authority to act on behalf of the regional center, or family member of such person, is any of the following for a business entity, entity, or provider as defined in these regulations:

- (1) a governing board member
- (2) a board committee member
- (3) a director
- (4) an officer
- (5) an owner
- (6) a partner
- (7) a shareholder
- (8) a trustee
- (9) an employee
- (10) an agent
- (11) a contractor
- (12) a consultant
- (13) holds any position of management
- (14) has decision or policy making authority

(b) An employee or contractor of a state or local government entity, which provides services to regional center consumers, who works in a position having no relation to providing those services to regional center consumers, does not have a conflict of interest as a result of his or her position. This exception does not apply to an employee of the Department of Developmental Services.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code. Reference: Sections 4626, 4626.5 and 4627, Welfare and Institutions Code and Section 87103, Government Code.

§ 54527. Financial Interests in Decisions Creating a Conflict of Interest for Employees, Contractors, Agents or Consultants.

(a) A regional center employee, contractor, agent or consultant shall not make, participate in making or in any way attempt to use his or her position to influence a regional center decision, in which he or she knows or has reason to know that he or she, or his or her family member has a financial interest.

(b) Financial interest, as used in this section, includes any current or contingent ownership, equity, or security interest that could result directly or indirectly, in receiving a pecuniary gain or sustaining a pecuniary loss as a result of the interest in any of the following:

- (1) business entity worth two thousand dollars (\$2,000) or more.
- (2) real or personal property worth two thousand dollars (\$2,000) or more in fair market value.
- (3) stocks or bonds worth two thousand dollars (\$2,000) or more.
- (4) intellectual property rights worth five hundred dollars (\$500) or more

(5) sources of gross income aggregating five hundred dollars (\$500) or more within prior 12 months

(6) future interests for compensation of five hundred dollars (\$500) or more.

(7) personal finances of two hundred fifty dollars (\$250) or more.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code. Reference: Sections 4622, 4626, 4626.5 and 4627, Welfare and Institutions Code and Section 87103, Government Code.

§ 54528. Financial Interests in Contracts Creating a Conflict of Interest For Regional Center Employees, Contractors, Agents and Consultants.

(a) The purpose of this section is to make certain that regional center employees, contractors, agents and consultants are guided solely by the interests of the regional center and the consumers and not by their personal interests, when participating in the making of contracts in their official capacity.

(b) Regional center employees, contractors, agents and consultants shall not be financially interested in any contract in which they participate in making in their official capacity.

(1) Financially interested, for purposes of this section, means any financial interest regardless of the dollar amount, and includes aiming to achieve a financial gain or avoid a financial loss. The financial interest may be direct or indirect and includes any monetary or proprietary benefit, gain of any sort, or the contingent possibility of monetary or proprietary benefits and extends to expectations of economic benefit. Certainty of financial gain is not necessary to create a conflict of interest.

(A) The financial interest is direct when the individual, in his or her official capacity, does business with himself or herself in his or her private capacity.

(B) The financial interest is indirect if an employee, contractor, agent or consultant enters into a contract in his or her official capacity with an individual or entity, and because of the relationship between the individual or entity to the employee, contractor, agent or consultant, the individual or entity is in a position to render actual or potential pecuniary benefits to the employee, contractor, agent or consultant based on that contract.

(2) Participation in the making of a contract includes any act involving preliminary discussions, development, negotiations, compromises,

reasoning, planning, drawing of plans and specifications, solicitation for bids, approval and execution.

(c) Regional employees, contractors, agents or consultants shall not make any contract which is financially beneficial to a family member of such person, unless the benefits associated with the contract are available to regional center consumers or their families generally.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626, 4626.5 and 4627, Welfare and Institutions Code and Sections 1090 and 87103, Government Code.

§ 54529. General Prohibition of Conflicts of Interest for Regional Center Employees, Contractors, Agents and Consultants.

(a) In addition to the specific conflict of interest requirements and restrictions set forth above, regional center employees, contractors, agents and consultants are obligated to discharge their responsibilities with integrity and fidelity, and are prohibited from placing themselves in a position where their private, personal interests may conflict with their official duties.

(b) A regional center employee, contractor, agent or consultant is impliedly bound to exercise the powers conferred on him or her with disinterested skill, zeal and diligence and for the benefit of the regional center and its consumers.

(c) If a situation arises that has not been specifically addressed in these regulations, where a present or potential personal conflict of interest exists as to a particular transaction or decision, the employee, contractor, agent or consultant is disqualified from taking any part in the discussion, or from making any recommendation or decision regarding the particular matter.

(d) In interpreting and applying this section, the common law doctrine against conflict of interest and the authorities interpreting that doctrine shall govern.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4626 and 4627, Welfare and Institutions Code.

§ 54530. Employees, Contractors, Agents and Consultants Conflicts With Regional Center Duties.

(a) A conflict of interest exists when a regional center employee, contractor, agent or consultant participates in the evaluation of an application for employment or bid for position or contract at the regional center that is submitted by a family member of such person.

(b) A potential conflict of interest exists when a regional center employee, contractor, agent or consultant acts as a supervisor of his or her family member.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4626 and 4627, Welfare and Institutions Code.

§ 54531. Conflict of Interest Reporting Statements for Employees, Contractors, Agents and Consultants, Time for Filing.

(a) Each regional center employee, contractor, agent, and consultant, who has authority to act on behalf of the regional center, or who has decision or policy-making authority as defined in section 54505 of these regulations, shall complete and file a standard Conflict of Interest Reporting Statement (8/2012), here by incorporated by reference.

(b) Each regional center employee, contractor, agent, and consultant shall complete and file an annual Conflict of Interest Reporting Statement with his or her respective regional center, whether or not the individual has identified a present or potential conflict of interest, by August 1 of each year.

(c) Each newly appointed regional center employee, contractor, agent, and consultant shall complete and file a Conflict of Interest Reporting Statement with the individual's respective regional center within 30 calendar days of assuming the position.

(d) Each regional center employee, contractor, agent, and consultant shall complete and file a new Conflict of Interest Reporting Statement within 30 calendar days of any change in status that creates a present or potential conflict of interest. For purposes of this subdivision, a change of status includes, reporting a previously unreported activity that should have been reported, change in the circumstance of a previously reported activity, change in a financial interest, familial relationship, or legal commitment(s), change in regional center position or duties, and change to outside position or duties. This requirement is in addition to the annual August 1 submission of a Conflict of Interest Reporting Statement required by this section.

(e) The executive director of the regional center shall review the completed Conflict of Interest Reporting Statement of each regional center employee, contractor, agent, and consultant required to file a Conflict of Interest Reporting Statement pursuant to subdivision (a) of this section, within 10 working days of receipt of the completed Conflict of Interest Reporting Statement, and shall determine whether the statement identifies a present or potential conflict of interest.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626, 4626.5 and 4627, Welfare and Institutions Code.

§ 54532. Conflict of Interest Reporting Statements for Regional Center Governing Board Members and Regional Center Executive Directors, Time for Filing.

(a) Each regional center governing board member and regional center executive director shall complete and file an annual Conflict of Interest Reporting Statement with his or her respective regional center governing board, whether or not the individual has identified a present or potential conflict of interest, by August 1 of each year.

(b) Each new candidate for the regional center governing board and each new candidate for regional center executive director shall disclose any present or potential conflicts of interest to the regional center governing board, prior to being appointed, elected, or approved for hire, by the regional center or the regional center governing board.

(c) Each new regional center governing board member and each new regional center executive director shall complete and file a Conflict of Interest Reporting Statement with his or her respective regional center board, within 30 calendar days of being selected, appointed, elected, or approved for the position.

(d) Each regional center governing board member and each regional center executive director shall complete and file a new Conflict of Interest Reporting Statement with his or her respective regional center board, within 30 calendar days of any change in status that creates a present or potential conflict of interest. For purposes of this subdivision, a change of status includes, reporting a previously unreported activity that should have been reported, change in the circumstance of a previously reported activity, change in financial interest, familial relationship, or legal commitment(s), change in regional center or regional center board position or duties, and change to outside position or duties. This requirement is in addition to the annual August 1 submission of a Conflict of Interest Reporting Statement required by this section.

(e) The regional center governing board shall submit a copy of each completed Conflict of Interest Reporting Statement, of the governing board member(s) and the regional center executive director, to the Department within 10 working days of receipt of the completed Conflict of Interest Reporting Statement.

(f) The Department and the regional center governing board shall review the Conflict of Interest Reporting Statement of each regional center governing board member and each regional center executive director and shall determine whether the statement identifies a present or potential conflict of interest.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code. Reference: Sections 4622, 4626, 4626.5 and 4627, Welfare and Institutions Code.

§ 54533. Present or Potential Conflict of Interest Identified, Proposed Conflict Resolution Plan Content, Timelines for Submission of Proposed Conflict Resolution Plan.

(a) When a present or potential conflict of interest is identified for a regional center board member, executive director, employee, contractor, agent or consultant, the present or potential conflict shall be either eliminated or mitigated and managed through a Conflict Resolution Plan, or the individual shall resign his or her position with the regional center or regional center governing board.

(b) When a present or potential conflict of interest has been identified by the regional center executive director for a regional center employee, contractor, agent or consultant, the regional center shall submit a copy of the completed Conflict of Interest Reporting Statement and a proposed Conflict Resolution Plan for eliminating or mitigating and managing the present or potential conflict to the Department, within 30 calendar days of receipt of the completed conflict of interest statement from the employee, contractor, agent or consultant.

(c) When a present or potential conflict of interest has been independently identified by the Department for a regional center employee, contractor, agent or consultant, the Department shall notify the regional center executive director, in writing, of the present or potential conflict. The regional center executive director shall submit a copy of the completed Conflict of Interest Reporting Statement and a proposed Conflict Resolution Plan for eliminating or mitigating and managing the present or potential conflict, to the Department within 30 calendar days of receipt of the Department's notification.

(d) When a present or potential conflict of interest has been identified by the regional center governing board, for a regional center governing board member or regional center executive director, the regional center governing board shall submit a copy of the completed Conflict of Interest Reporting Statement and a proposed Conflict Resolution Plan for eliminating or mitigating and managing the present or potential conflict, to the Department, in addition to the area board in the respective area, and to the State Council, within 30 calendar days of receipt of the completed Conflict of Interest Reporting Statement.

(e) When a present or potential conflict of interest has been independently identified by the Department for a regional center governing board member or regional center executive director, the Department shall notify the regional center governing board, in writing, of the present or potential conflict. The regional center governing board shall submit a copy of the completed Conflict of Interest Reporting Statement and a proposed Conflict Resolution Plan for eliminating or mitigating and managing the present or potential conflict, to the Department, in addition to the area board in the respective area, and to the State Council, within 30 calendar days of receipt of the Department's notification.

(f) To promote transparency, the regional center shall post on its Internet Website each completed Conflict of Interest Reporting Statement that identifies a present or potential conflict of interest that cannot be resolved within 30 calendar days of receipt by the regional center governing board or the regional center executive director, or within 30 calendar days of receipt of the Department's notification that it has independently identified a present or potential conflict of interest.

The completed Conflict of Interest Reporting Statement shall remain on the regional center's Internet Website until the present or potential conflict of interest has been eliminated, or the individual has resigned his or her regional center position.

(g) The proposed Conflict Resolution Plan shall be a written, detailed plan to eliminate, or mitigate and manage, the present or potential conflict of interest, along with any necessary supporting documents.

The proposed Conflict Resolution Plan shall:

- (1) Describe the precise nature of the present or potential conflict of interest or activity and give a detailed description of the conflict:
 - (A) The type of interest creating the present or potential conflict; and
 - (B) The identity and relationship between the individual(s) and/or entity(ies) involved; and
 - (C) The roles and duties of each individual and/or entity, that gives rise to the present or potential conflict of interest.
- (2) State the action(s) that the regional center governing board, regional center and/or the individual(s) will take, including the necessary timeframes, to eliminate or mitigate and manage the present or potential conflict of interest. Actions to eliminate, or mitigate and manage, the present or potential conflict of interest, may include, but are not limited to, one or more of the following:
 - (A) Resignation of the individual(s) from the position or activity creating the conflict of interest
 - (B) Refraining from participation, or limiting the individual's ability to act, in a particular matter or category of matters
 - (C) Change of assignment, duties, or position
 - (D) Divestiture of financial interests that give rise to the conflict of interest

(E) Terminating or refraining from relationships that give rise to conflicts of interest

- (3) Provide a detailed explanation of how each of the proposed actions, will actually eliminate or mitigate and manage the present or potential conflict of interest.
- (4) Provide the name, position and duties of the individual(s) who will be responsible for ensuring that any actions, limitations, or restrictions, included in the Conflict Resolution Plan, if approved by the Department, will be taken, applied, followed, and monitored. Explain any oversight and monitoring mechanism in enough detail to allow the Department to ascertain that the mechanism is sufficient to eliminate, or mitigate and manage, the present or potential conflict of interest.
- (5) A proposed Conflict Resolution Plan shall be signed by the individual(s) subject to the Conflict Resolution Plan, in addition to the person in the designated position or committee responsible for reviewing the Conflict of Interest Reporting Statement, and the person in the designated position or committee responsible for monitoring performance under the proposed Plan, if approved.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626, 4626.5, and 4627, Welfare and Institutions Code.

§ 54534. Conflict Resolution Plan Review, Procedures.

- (a) Not later than 90 calendar days after the area board in the respective area and the State Council receive copies of the completed Conflict of Interest Reporting Statement and the proposed Conflict Resolution Plan for a regional center governing board member or regional center executive director, the area board and the State Council shall each provide to the Department their written approval or disapproval of the proposed Conflict Resolution Plan. If either the area board or the State Council fail to provide the Department with its written approval or disapproval of the proposed Plan within 90 calendar days of receipt of the Conflict of Interest Reporting Statement and the proposed Plan, the Department alone, may make the decision to disapprove the proposed Plan. The Department shall not approve a proposed Conflict Resolution Plan without the approval of both the area board and the State Council.
- (b) The Department shall determine whether a proposed Conflict Resolution Plan is sufficient or needs to be modified to adequately eliminate, or mitigate and manage, the present or potential conflict of interest. The Department may

impose additional restrictions and additional obligations to the proposed Conflict Resolution Plan and/or make a determination that further information is required.

(c) The Department is responsible for making the final decision as to what conditions, restrictions, obligations, or actions, if any, shall be imposed or taken, by the regional center governing board, regional center, and/or the individual(s), to eliminate, or mitigate and manage, the present or potential conflict of interest.

(d) The submission of a proposed Conflict Resolution Plan does not authorize an individual with a present or potential conflict of interest to engage in any activity that constitutes a present or potential conflict of interest. The proposed Conflict Resolution Plan shall be approved, in writing, by the Department, and the Conflict Resolution Plan fully implemented, prior to the individual engaging in otherwise prohibited conduct. Department approval is not granted until the regional center receives such determination in writing. Individuals shall not engage in activities in which there is a present or potential conflict of interest except in accordance with the terms of an approved Conflict Resolution Plan.

(e) Department approval of a proposed Conflict Resolution Plan is not valid unless it is based upon full disclosure of all relevant information by the regional center governing board, regional center, and/or the individual(s), with the present or potential conflict of interest. Nondisclosure or misrepresentation, of present or potential conflicts of interest or of material information bearing on the proposed Conflict Resolution Plan decision, shall result in the Department's rescission of its approval and/or immediate denial of the proposed Conflict Resolution Plan, in addition to any civil penalties imposed pursuant to Welfare and Institutions Code section 4626.

(f) The Department shall issue its modification, approval, or denial of the proposed Conflict Resolution Plan, in writing, to the regional center governing board or the regional center's designated party, within 30 calendar days of receiving the written approval or disapproval of the proposed Conflict Resolution Plan from the area board and the State Council, for regional center governing board members or executive directors, and within 30 calendar days of receipt of the proposed Conflict Resolution Plan, for employees, contractors, agents and consultants, unless the Department determines there is good cause for extending the time to respond.

(g) If the proposed Conflict Resolution Plan of an employee, contractor, agent or consultant is denied by the Department, the individual shall have 30 calendar days, from the date of receipt of the Department's written denial, in which to take the necessary action to eliminate the conflict of interest or resign his or her position as an employee, contractor, agent, or consultant. The Department may, in exercise of its discretion grant the individual and/or the regional center an extension in which to complete any actions necessary to eliminate the conflict of interest.

(h) If the proposed Conflict Resolution Plan of a regional center governing board member or executive director is denied by the Department and/or the State Council or area board in the respective area, the governing board member or executive director shall have 30 calendar days, from the date of receipt of the Department's written denial, in which to take the necessary action to eliminate the conflict of interest or resign his or her position as a regional center governing board member or executive director. The Department may, in exercise of its discretion, grant the regional center governing board, governing board member, executive director or regional center, an extension in which to complete any actions necessary to eliminate the conflict of interest.

(i) If the proposed Conflict Resolution Plan is approved by the Department, the approved Conflict Resolution Plan shall be implemented not later than 30 calendar days after written notification is mailed by the Department, unless the Department, grants the regional center governing board, the regional center and/or the individual(s) an extension in which to complete any actions necessary to implement the approved Conflict Resolution Plan.

(j) The regional center governing board, the regional center, and/or the covered individual(s) shall fully comply with all elements set forth in the approved Conflict Resolution Plan. When required by the terms of the approved Plan, the regional center governing board, the regional center, and the individual(s) shall provide documentation demonstrating compliance with the approved Plan to the Department.

(k) A new proposed Conflict Resolution Plan shall be submitted to the Department on an annual basis and upon any change of status that creates a present or potential conflict of interest.

(l) The regional center governing board and/or the regional center shall retain a copy of each Conflict of Interest Reporting Statement and any approved Conflict Resolution Plan for the period of time consistent with the record retention requirements in its State contract.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4622, 4626 and 4627, Welfare and Institutions Code.

§ 54535. Sanctions.

(a) If the Department finds a regional center governing board, board member, executive director, employee, contractor, agent, or consultant, in violation of any of the provisions of this Article, the Department shall:

(1) Immediately inform the party or parties in writing of such violation, including the supporting facts or information upon which determination of violation was made; and

(2) Require that the party or parties take appropriate action, within 30 calendar days of the notice of violation, to resolve the conflict of interest or otherwise eliminate the violation. The Department may extend this 30 day period only once and for a period not to exceed 30 calendar days.

(b) If the violation is not resolved or eliminated within the 30 calendar days as herein provided, and no extension of time has been granted by the Department, the Department may take immediate action to commence procedures for termination or nonrenewal of the regional center contract pursuant to Welfare and Institutions Code section 4635. The area board in the respective area and the State Council shall be notified of the above action.

Note: Authority cited: Sections 4626 and 4627, Welfare and Institutions Code.
Reference: Sections 4626, 4627 and 4635, Welfare and Institutions Code.

<input type="checkbox"/>	Governing Board Member
<input type="checkbox"/>	Vendor Advisory on Board
<input type="checkbox"/>	Executive Director
<input type="checkbox"/>	Employee/Other

2. Do you or a family member² work for any entity or organization that is a regional center provider or contractor? yes no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers. If the provider or contractor is a state or local entity, provide the specific name of the state or local entity and describe your job duties at the state or local entity.

3. Do you or a family member own or hold a position³ in an entity or organization that is a regional center provider or contractor? yes no -- If yes, provide the name of the entity or organization, describe what services it provides for the regional center or regional center consumers, and describe your or your family member's financial interest.

4. Are you a regional center advisory committee board member? yes no -- If yes, are you a member of the governing board or owner or employee of an entity or organization that provides services to the regional center or regional center consumers? yes no -- If yes, provide the name of the entity or organization and describe what services it provides for the regional center or regional center consumers.

5. If you are a regional center advisory committee board member and answered yes to all the questions in Question 4 above, do any of the following apply to you: (a) are you an officer of the regional center board; (b) do you vote on purchasing services from a regional center provider; or (c) do you vote on matters where you might have a financial interest? yes no -- If yes, please explain.

² Family member includes your spouse, domestic partner, parents, stepparents, grandparents, siblings, stepsiblings, children, stepchildren, grandchildren, and in-laws. See California Code of Regulations, title 17, sections 54505(f).

³ For purposes of this question, hold a position generally means that you or a family member is a director, officer, owner, partner, employee, or shareholder of an entity or organization that is a regional center provider or contractor. For a specific description of positions that create a conflict of interest in a regional center provider or contractor see the California Code of Regulations, title 17, sections 54520 and 54526.

- | |
|---|
| <input type="checkbox"/> Governing Board Member |
| <input type="checkbox"/> Vendor Advisory on Board |
| <input type="checkbox"/> Executive Director |
| <input type="checkbox"/> Employee/Other |

6. Do any of the decisions you make when performing your job duties with the regional center have the potential to financially benefit you or a family member⁴? yes no -- If yes, please explain.

7. Are you responsible for negotiating, making,⁵ executing or approving contracts on behalf of the regional center? yes no -- If yes, please explain.

8. Do you have a financial interest in any contract⁶ with the regional center? yes no -- If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center? yes no -- If yes, please explain.

9. Do any of your family members have a financial interest in any contract with the regional center? yes no
 If yes, did you negotiate, make, execute or approve the contract on behalf of the regional center? yes no
 If yes, please explain.

⁴ Generally, a decision can financially benefit you or a family member if the decision can either directly or indirectly cause you or a family member to receive a financial gain or avoid a financial loss. For a specific description of the types of decisions that can result in a financial benefit to you or a family member see the California Code of Regulations, title 17, sections 54522 and 54527.

⁵ California Code of Regulations, title 17, sections 54523(b)(2) and 54528(b)(2) describes the types of conduct which constitute involvement in the making of a contract.

⁶ For purposes of questions 8 and 9, a financial interest in a contract generally means any direct or indirect interest in a contract that can cause you or a family member to receive any sort of financial gain or avoid any sort of financial loss irrespective of the dollar amount. California Code of Regulations, title 17, sections 54523 and 54528 define when financial interests in a contract will occur.

<input type="checkbox"/> Governing Board Member
<input type="checkbox"/> Vendor Advisory on Board
<input type="checkbox"/> Executive Director
<input type="checkbox"/> Employee/Other

10. Do you evaluate employment applications or contract bids that are submitted by your family member(s)?
 yes no -- If yes, please explain.

11. Your job duties require you to act in the best interests of the regional center and regional center consumers. Do you have any circumstances or other financial interests not already discussed above that would prevent you from acting in the best interests of the regional center or its consumers? yes no -- If yes, please explain.

B. ATTESTATION

I _____ (print name) HEREBY CONFIRM that I have read and understand the regional center's Conflict of Interest Policy and that my responses to the questions in this Conflict of Interest Reporting Statement are complete, true, and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this statement is not accurate or that I have not complied with the regional center's Conflict of Interest Policy or the applicable conflict of interest laws, I will notify the regional center's designated individual immediately. I understand that knowingly providing false information on this Conflict of Interest Reporting Statement shall subject me to a civil penalty in an amount up to fifty thousand dollars (\$50,000) pursuant to Welfare and Institutions Code section 4626.

Signature _____ Date _____

INTERNAL USE ONLY

Date this Statement was received by Reviewer: _____

The reporting individual does does not have a present potential conflict of interest

Signature of Designated Reviewer _____

Date Review Completed _____

