



COUNCIL MEETING NOTICE/AGENDA

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DATE: Wednesday, March 20, 2013

TIME: 10 a.m. – 5 p.m.

LOCATION: DoubleTree by Hilton
2001 Point West Way
Sacramento, CA 95815
(916) 924-4900

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, March 15, 2013.

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1.	CALL TO ORDER	J. Aguilar
2.	ESTABLISHMENT OF QUORUM	J. Aguilar
3.	WELCOME/INTRODUCTIONS	J. Aguilar
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>	
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Passcode:	2982825	
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12.	NEXT MEETING DATE & ADJOURNMENT	J. Aguilar	

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



DRAFT

Council Meeting Minutes
January 16, 2013

Members Present

Bill Moore
Carmela Garnica
Catherine Blakemore
Dan Boomer
David Forderer
Feda Almaliti
Heidi Smyers
Janelle Lewis
Jennifer Allen
Jonathan Clarkson
Jorge Aguilar
Kecia Weller
Kerstin Williams
Leroy Shipp
Michael Wilkening
Molly Kennedy
Nicole Smith
Olivia Raynor
Ray Ceragioli
Rebecca Donabed
Robert Jacobs
Robin Hansen
Terri Delgadillo

Members Absent

Patty O'Brien-Peterson
Max Duley
April Lopez

Others Attending

Anastasia Bacigalupo
Angie Lewis
Anonymous
Bob Giovati
Bob Phillips
Chris Arroyo
Chris Olave
David Grady
Darrick Lam
Dawn Morley
Dena Hernandez
Denis Craig
Eric Gelber
Fong Yee
Gerry Rucker
Holly Bins
Jamie Kendall
Joan Allison
Joe Bowling
Kara Read-Spangler
Kris Kent

Others Attending (continued)

Kristie Allensworth Lexi
Gonzalez
Lisa Cooley
Lisa Davidson
Lou Vismara
Mark Polit
Mary Agnes Nolan
Mary Ellen Stives
Matthew
Melissa Corral
Michael Rosenberg
Rita Stevens
Robert Feldman
Roberta Newton
Robin Maitino
Sam Seaton
Sarah Greenseid
Sarah May
Sierra Prine
Tanya Anderson
Ted Jackson
Ted Martens
Tim Rozelle
Vicki Smith
Wayne Glusker
Willie West

1. CALL TO ORDER/ESTABLISHMENT OF QUORUM

Jorge Aguilar, Chairperson called the meeting to order at 10:10 a.m. and a quorum was established.

2. WELCOME AND INTRODUCTIONS

Members and others attending introduced themselves.

3. **AIDD INTRODUCTIONS**

AIDD is a federal agency located within the U.S. Department of Health and Human Services at the Administration for Community Living. AIDD administers programs under the Developmental Disability Assistance Act.

Jamie Kendall, Deputy Commissioner of AIDD introduced Jennifer Johnson which leads the national effort with the DD Council as well as the University Centers and Rita Stevens who handles the day-to-day responsibilities for the California DD Council Grant. Jamie went on to introduce their regional team members as well.

The purpose of AIDD's visit is to perform not only their routine fiscal review but also to gain understanding on the role of the local area boards and how this works with the DD Act. AIDD also intends on gathering information on the DD Council activity in California; its policies, procedures, and daily operations as well as obtaining a better understanding of how the DD Act and Lanterman Act work together to implement the State service system.

Jamie spoke about the Developmental Disabilities Assistance Bill of Rights Act and how the statute is there to ensure that people with developmental disabilities and their families have access to community services, supports, and assistance.

4. **PUBLIC COMMENT**

TELEPHONE PUBLIC COMMENTS

An Area Board 13 parent spoke about the tremendous service her 13 year old son has received from AB 13. Her son has severe Autism and had tremendous difficulty transitioning into school. According to this parent, the support that AB 13 provided was fantastic and without their help, her son would not have received the help and services he needed.

Marcia Good from AB 10 stated that she has been an area board member since 2005 and served on the Council from 2006-2011. Marcia also served on the National Councils Executive Board Committee as well. Marcia talked about the importance and impact that the local area boards have in California and how California is unique in that no other state has a State Council with local offices that are able to advocate new services for clients, deliver those services, and promote positive change to the disability system.

Marcia also talked about the area board's involvement in ensuring that the Council-sponsored Employment Bill was passed into law; this not only resulted in the startup of the Employment First Committee but also extending outreach and services to clients and their families statewide.

Theresa, Program Manager for Family Empowerment of Northern California in Chico, California spoke about the collaboration efforts between her organization and AB 2. Theresa went on to say that AB 2 serves nine (9) counties total some of which include rural areas. This demographic area includes many underserved populations. Theresa spoke about the work the area board has done to increase inclusion and integration of individuals with developmental disabilities and their families. AB 2 has networked with all of the participating community members, serving families and finding solutions. They also participate and support public outreach activities. Theresa is thankful for the local support that AB 2 provides.

AUDIENCE PUBLIC COMMENTS

Ted Jackson with the California Foundation for Independent Living Centers spoke about the great work the Council is doing, particularly with SSAN (the Statewide Self-Advocates Network). Ted is hopeful that the Council will continue its commitment to SSAN and expressed how impressed he was with the clarity of thought and intention that the self-advocates have demonstrated. Ted reminded the audience that this group was made up entirely out of volunteers yet shows the passion, dedication, and commitment of paid staff.

Robert Feldman spoke about his son Maxwell and the invaluable services and resources that AB 3 has provided to his son and family over the past ten years. To name just a few, AB 3 has assisted in the IEP process, ensuring that appropriate topics and programs were included; intervened in a number of critical situations to ensure resolution before tragic consequences occurred; provided placement into services to address serious safety issues; and have prevented Maxwell from entering the juvenile criminal justice system.

Lexi, a parent of a child with Asperger's spoke about the many services that AB 3 has provided to her and her son Alex. Lexi and her mother (Alex's grandmother) couldn't say enough about the help that their local area board has provided them, stating that they have helped them in so many ways ranging from simple support to navigating them through the Special Education System and assisting them with the IEP process. Lexi and her mother do not know what they'd do without their local area board office.

Ted Martens, AB 9 Chairperson spoke about his long time involvement with not only the area board but the Council. Ted noted that California is unique in that it is the only State Council with an Area Board system. Ted stated that it is because of this unique system that California is able to collaborate with not only a variety of organizations statewide but also the diverse populations that reside throughout the state. Without the area boards, the Council would not be as successful as it is.

Sierra Prine, former Council employee spoke regarding the wonderful service he himself received from AB 1 throughout his lifetime. He personally thanked Dawn Morley, AB 1 Executive Director as well as many people at the Headquarters office.

Willie West from AB 1 spoke about his personal experience with AB 1 and how helpful they have been over the years with Regional Center conflict resolution. Willie stated that if not for the area board he doesn't know where he'd be.

Lisa Davidson, AB 10 member and mother of a son with Autism expressed her gratitude to the Governor's Office for the recent appointments to area boards 5, 8, and 12 and looks forward to having representation for AB 10 soon as well.

Lisa went on to state how serious their area board is about furthering the mission of the Council and shared just a few of the accomplishments of the past 15 months including but not limited to: 8 presentations regarding community services; 13 presentations on the special education system; sponsorship of several speaker series; and the award of a mini grant.

Anonymous spoke and stated that Golden Gate Regional Center (GGRC) continues to conceal their employment contractor contracts from public review. He has been to their office 14 times to look at the employment contracts and continues to be denied access. Anonymous also stated that there are over 1500 contracts and over \$150 million a year of public money that flows through said contracts with no public access to them. He further commented that in their performance contract it states that they must give public access upon request.

According to Anonymous, in 2009 the State Inspector General and the State Auditor did an investigation of the Regional Center System. They visited a few regional centers. GGRC was not one. In each they examined a few of the contracts with subcontractors and they found even that small sample, they found instances of fraud, waste and abuse.

Anonymous continues to investigate allegations of psycho surgery without client consent which he states is a violation of Penal Code Section 2670. He says, psycho surgery eliminates a lot of desirable behaviors because the same brain cells are used which in his opinion amounts to an assassination, imposing a permanent disability on them.

5. APROVAL OF DECEMBER 2012 MEETING MINUTES

It was moved/seconded (Shipp/Weller) and carried to approve the December 4, 2012, Council meeting minutes amended. (5 abstentions)

6. CLOSED SESSION

The Council went into a closed session.

7. RECONVENE IN OPEN SESSION

The following actions were reported out of closed session:

Motion 1

It was moved/seconded and carried to refer the personnel matter back to SCDD staff for action to be taken, up to and including termination.

Motion 2

It was moved/seconded and carried to give the Executive Committee authority to expand the scope of the personnel investigation as they deem it appropriate, to include contact with area board employees.

Motion 3

It was moved/seconded and carried to give the Executive Committee delegated authority to appoint the Interim Executive Director, and in so doing, they shall consider more than one candidate and consider results of any investigation.

Motion 4

It was moved/seconded and carried to refer the contract material in question to the appropriate criminal legal division to review the allegations.

8. SENATE BILL 946 PRESENTATION

Due to the extensive time taken in closed session, this item was tabled to the next Council meeting.

9. COMMITTEE REPORTS

a. Executive Committee

- (i.) Bylaw Review – the following changes were proposed:
 - On page 3 in the table of contents, the Administrative Committee is added.

- On page 11, the number of committees is increased to six and the Administrative Committee is added.
- On page 11, the last sentence under section (e)(1)(a) is deleted. By eliminating this sentence, agency representatives of the Council may be appointed to the Executive Committee. (NOTE: the Executive Committee is still restricted membership to ONLY council members. The elimination of this sentence opens the membership to agency representatives whereas before, only self-advocates and family members were allowed on the Executive Committee.)
- On page 13, begins the additional language regarding the Administrative Committee. This language is identical to the language that was removed in November 2010.
- On page 14, section (g), the last sentence was changed to add Administrative Committee oversight of changes made to organizational charts.

It was moved/seconded (Kennedy/Shipp) and carried to approve the revisions to the Bylaws.

- (ii.) Appointment of Interim Executive Director – as stated in Agenda item six (6) Motion three (3), this item has been delegated to the Executive Committee.
- (iii.) Area Board 12 is requesting advice on how to move forward with a letter of complaint dated August 28, 2012 alleging numerous contract violations by Inland Regional Center. Area Board 12 reviewed the evidence submitted with the complaint and issued a letter October 10, 2012 to the Board of Inland Regional Center (IRC) and to the Department of Developmental Services (DDS).

On November 19, 2012 IRC issued a response letter to the Area Board 12 Chairperson and DDS. Such letter questions whether Area Boards have the authority to review such regional center practices and suggests, at great length, that the

restriction on the use of funds in the state contract between DDS and regional centers is unenforceable.

Area Board 12 does not agree with the outcome of IRC's analysis. They believe that a recipient of state funds has a requirement to comply with the terms of their contract, including Welfare and Institutions Code, Section 4638 (Lanterman Act) as well as California Government Code Sections 16645 through 16649. It is paramount to note that the concern of Area Board 12 does not surround the issue of IRCs staff and whether they unionize but rather the use of state funds intended to support direct client service delivery being used improperly.

It was moved/seconded (Garnica/Forderer) and carried to refer this matter to the Attorney General's office for review and possible action.

b. Ad-Hoc Search Committee

The first meeting of the Ad-Hoc Search Committee will be held on January 17th from 2-5 p.m. at the DoubleTree by Hilton Hotel in Sacramento.

c. Administrative Committee

The first meeting of the Administrative Committee will be held on January 17th from 2-4 p.m. at the DoubleTree by Hilton Hotel in Sacramento.

d. Legislative and Public Policy

Ray Ceragioli went over the Governor's 2013-14 Budget overview that was passed out at the meeting. There are no new or additional cuts.

Ray also provided an update on the Council's December 2012 request to have LPPC write a thank you letter to Senator Feinstein for supporting the Convention on the Rights of Persons with Disabilities.

The next LPPC meeting is scheduled for January 24th.

e. Employment First Committee (EFC)

Olivia Raynor presented the final draft of the EFC report to the Council for review and comment before submitting to the Legislature. Olivia further reported that this was 2nd annual report on the work of the Employment First Committee.

It was moved/seconded (Forderer/Weller) and carried to approve the Employment First Report for submission to the Legislature as presented.

f. Program Development Committee (PDC)

Mark Polit reported that PDC continues to receive input for the Self-Advocates and plans on submitting the RFP to the Council at the March 20th Council Meeting.

g. Self-Advocates Advisory Committee (SAAC)/ Statewide Self-Advocates Network (SSAN)

Jennifer reported that SAAC met January 16th. The committee went over the Bylaws and made the following recommendations (to be reviewed by the Executive Committee for recommendation to the Council):

- Page 15 under the Self-Advocate Advisory Committee: add a statement to have a standing representation from SAAC on SSAN.
- Page 15 under the Self-Advocate Advisory Committee: add their mission statement.
- Page 15 under the Self-Advocate Advisory Committee: amend to read; the SAAC shall advise the Council... State Council participation and peer advocacy advancement, independence and inclusion.

The next SSAN meeting is scheduled for February 28 – March 1, 2012 at the Citizen Hotel in Sacramento.

10. **REGIONAL CENTER CONFLICT OF INTEREST WAIVER REQUEST**

It was moved/seconded (Forderer/Shipp) and carried to refer this item over to the Executive Committee for consideration. (1 abstention)

11. **CRIMSON TREATMENT AND RESEARCH CENTER SPONSORSHIP REQUEST**

It was moved/seconded (Kennedy/Forderer) and carried to grant Crimson Treatment and Research Center's request for sponsorship in the amount of \$999.00 to be used for member participation at the 30th Annual Involved Exceptional Parents Day Conference.

12. **PROGRAM PERFORMANCE REPORT**

It was moved/seconded (Weller/Forderer) and carried to empower the Executive Committee to review and approve the final version of the 2011-12 PPR prior to submission to AIDD.

13. **COUNCIL MEMBER UPDATES**

Daniel Boomer, Department of Education (CDE), presented CDE's budget overview. The budget has a reduction in federal funding from \$1.232 billion in 2012-13 to \$2.23 billion in 2014. However, the Governor has increased state funding from \$3.2 billion to \$3.3 billion.

Molly Kennedy reported that there will be a transition workshop January 23-26, 2013 in San Diego; two People First conferences in the spring, one in San Diego and one in Imperial County; a Legislative Forum in April; and Project College in July.

Bill Moore, Department of Rehabilitation (DOR), stated that the proposed budget for next fiscal year is \$414,281,000.00, of which the majority is federal dollars. The General Fund consist of \$56,566,000.00. DOR is budgeted for 1,823 positions. The proposed budget is \$7 million less than the current fiscal year.

The proposed budget for will allow DOR to continue to serve the most significantly disabled.

Nicole Smith, Department of Aging, reported that their budget is approximately \$196 million of which most is federal funding. The Department is small at about 130 employees. The Department administers the Older Americans Act and Adults with Disabilities to help the individuals stay in the community. They have applied for three grants this year; the Empowering Older Adults and Adults with Disabilities being one of them. This is a Chronic Disease Self-Management Grant. This Grant entails a series of workshops over a period of six weeks which are administered at the local level through our area Agencies on Aging. It also works with some of the local groups and clinics to help those people to better manage their chronic diseases by themselves.

Carmela Garnica from AB12 reported that they are carrying out the State Plan by conducting home ownership training. By the next meeting they will have served the Riverside and San Bernardino counties.

Leroy Shipp reported on Area Board 2's advocacy activities from the Federal fiscal year period of 2011-2012 and the Federal fiscal quarter ending on 12/31/2012. AB 2 provided services and supports that reached approximately 4,746 individuals with developmental disabilities and their families in the community in the following counties: Butte, Glenn, Tehama, Shasta, Siskiyou, Lassen, Plumas, Modoc, and Trinity.

Olivia Raynor reported as part of Tarjan's work for the California Employment Consortium for Youth and Young Adults with Intellectual and other Developmental Disabilities they have awarded 7 local community grants to describe best practices.

Jorge Aguilar summarized the work that AB 9 was been doing. There has been a plethora of engagement with self-advocacy groups including People First from various regions and the Statewide Self-Advocacy Network. AB 9 has had 36 trainings and 18 community outreaches. They have taken on some

Legislative advocacy and have been working with Assembly members and State Senators in their local area.

Jennifer Allen commented on the transition the Council is currently experiencing going from BRC to what we currently have and hopes that the Council is working on a way to ensure proper support for consumers/members.

Eric Gelber from DDS reported that the proposed budget includes a restoration of the 1.25% of the provider repayment reduction. The Department of Public Health (CDPH) has initiated licensing and federal recertification actions with respect to the Developmental Centers. There have been appeals filed to allow the Department time to work with CDPH to resolve some issues. DDS will be issuing an update report on the Lanterman closure in the next week which will include closure milestones.

Kecia Weller reported that she will be attending a Self-Advocacy Employment webinar in March 2013.

Kerstin Williams reported that the Self-Advocacy Council is holding its 21st Annual meeting on February 21, 2013. AB 6 is expecting over 300 advocates to come from 5 counties. The 26th Annual Choices Conference is April 12, 2013 and this year's theme is road to independence. Area Board 6's next meeting is Tuesday, January 22nd in Stanislaus County.

Jonathan Clarkson, Department of Health Care Services (DHCS), reported that there are no recommended cuts for fiscal year 2013-14 in the proposed budget. DHCS is moving on the Affordable Care Act and there is a proposal by the Governor to extend the Medicaid. DHCS is also continuing to move towards coordinated care and continues to stay committed to providing services that would be available to everyone.

David Forderer reported that in December 2012, Area Board 7 lost its Executive Director, Jane Lefferdink to cancer.

Therefore, David Grady has been appointed as Acting Executive Director. The area board has been struggling with core membership and is seeking new members from all four counties. They have received four new applications in the past month and continue to seek others. Acting Executive Director, Mr. Grady has put together an outreach program to help identify advocacy issues.

David reported several successes that AB 7 had achieved over the past year including: helping a student receive additional occupational therapy that he was not able to achieve on his own; assisting grandparents with three of their grandchildren to get testing and educational placements done; assisting a woman with multiple disabilities in finding additional help when her care giver had fractured her leg and was unable to help her; assisting a family find a new support agency; and assisting a man and his family to fund his ILS program which the Regional Center wanted to cancel.

In the absence of AB 4 representation, Roberta Newton reported that they are currently working on the next Regional Self-Advocacy meeting to be held on January 24th in Napa. These Regional meetings started two years ago and since that time six people have gotten on to Boards of Directors; two new self-advocacy groups have formed; advocates have assisted friends and written letters; helped provide training at various programs on a variety of topics; two advocates are looking into home ownership; and many are exploring job options and working to obtain communication devices.

14. **ADJOURNMENT**

Meeting was adjourned at 5:30 p.m.

AGENDA ITEM DETAIL SHEET

ISSUE: Panel presentation on implementation of SB 946 (Steinberg).

SUMMARY: Panelists will be:

- Dr. Louis Vismara, Policy Consultant to the Senate President Pro-Tempore, Darrell Steinberg
- Patricia Sturdevant, Deputy Commissioner, Department of Insurance
- Nancy Wong, Assistant Chief Counsel, Department of Managed Health Care Services
- Eileen Richie, Executive Director, Association of Regional Center Agencies
- Kristin Jacobsen, President, Autism Deserves Equal Coverage

BACKGROUND: In 2010, SB 946 (Steinberg) was signed into law, mandating that private insurance companies cover autism related behavioral health treatments as a medical expense. The autism community and other disability advocates worked hard in support of this legislation, so that families would have access to autism interventions through their private insurance. This requirement also leads to cost savings for the DDS and regional center budget, since it effectively transfers costs of certain autism interventions from the regional centers to private insurance, when parents have that coverage.

Area Boards have been hearing from families in their catchment areas of difficulties accessing services through their private insurance. Area Boards 9 and 13 queried their communities on the difficulties families were having, and they sought input from other Area Boards. This led to a SB 946 Challenges Overview (attached) that has served as a discussion piece to help address implementation issues arising from the SB 946 insurance mandate. Additionally, Area Boards have distributed an on-line survey to families to gather their experiences with obtaining insurance coverage for behavioral health treatment for their children with autism. They will report on results from the survey.

In February, SB 126 (Steinberg) was introduced which seeks to extend the sunset of SB 946 to 2019. Also, the California Department of Insurance issued Emergency Regulations (attached), which seeks to address SB 946 implementation issues developing with insurance carriers.

ANALYSIS/DISCUSSION: N/A

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

PRIOR COUNCIL ACTIVITY: Council supported the passage of SB 946. Council wrote letter of support for California Department of Insurance Emergency Regulations which provided guidance to insurance companies on coverage for behavioral health treatment for autism.

RECOMMENDATION(S): N/A

ATTACHMENT(S): SB 946 Challenges Overview from Area Boards 9 and 13. California Department of Insurance Emergency Regulations and Executive Summary. SCDD letter in support of Department of Insurance Emergency Regulations.

PREPARED: Mark Polit, March 5, 2013

SB 946 Challenges Overview

Issues:

- Questioning the diagnosis of Autism
- Co-payments varying in amount and frequency of payments
- Deductible debacles
- No ABA therapy clauses
- Delayed assessments
- Delayed start of services
- Inadequate network of providers

Statewide we are seeing a multitude of issues as families with children receiving ABA services ride the roller coaster that is the transition from regional center funded services to funding supported by their private health insurance plans.

Specific Challenges

Private health insurance plans are questioning the diagnosis of children with autism. This creates significant delays for the assessment and start of ABA services through the plan as the plan debates whether or not the psychological assessment that diagnosed the child meets the plan's "standards" for an assessment.

Families across the state are having very different experiences with co-payments and deductibles. This is due in part to regional centers statewide having different approaches to co-payments (assessing who will pay the co-pay and caps on co-pays). Also there are problems with the frequency of co-pays (i.e. per therapy visit vs. per week of therapy visits) and reaching deductibles through the co-pays.

Families are reporting that their self-funded private insurance plans are denying their responsibility to provide coverage. The plans claim that either the plan has the legal right to opt out of providing services or that SB 946 as a state law is superseded by federal law.

Families are reporting to us that private health insurance plans are either contracting with only two agencies or in the case of Kaiser, only one agency, Easter Seals. The agencies (including Easter Seals) are unable to manage the high volume of new cases. The result is that families experience significant delays: they wait up to 4-6 weeks for an assessment, the assessment takes another 4-6 weeks to get approved by the plan and then maybe within 1-2 weeks after that, services start. In sum, three and a half months (or more) may have transpired before the child actually starts to receive services.

Request for Assistance

We seek your assistance in solving these problems and offer our assistance to develop meaningful solutions for these impacted families.

*Area Boards on Developmental Disabilities
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MENTAL HEALTH PARITY EMERGENCY REGULATION

TEXT OF REGULATION

Add to Subchapter 3 of Chapter 5 of Title 10 of the California Code of Regulations new

Article 15.2: Mental Health Parity

Adopt: Section 2562.1. Scope of Article.

(a) This article shall apply only to coverage for services or treatments rendered for pervasive developmental disorder or autism under a policy of health insurance as defined in Insurance Code section 106.

(b) This article shall not apply to a policy described in Subdivision (g) of Insurance Code section 10144.5.

NOTE: Authority cited: Sections 10144.5, 12921 and 12926, Insurance Code; *CalFarm Ins. Co. v. Deukmejian*, 48 Cal.3d 805 (1989); *20th Century Ins. Co. v. Garamendi*, 8 Cal. 4th 216 (1994). Reference: Section 10144.5, Insurance Code; *Harlick v. Blue Shield of California*, 686 F.3d 699 (2012).

Adopt: Section 2562.2. Medical Necessity; Case Management and Utilization Review.

(a) Nothing in this article shall be construed to mandate coverage of services that are not medically necessary.

(b) Nothing in this article shall be construed to preclude an insurer from utilizing the following in accordance with the provisions of this article and Insurance Code sections 10144.5 and 10144.51:

(1) Case management;

(2) Managed care;

(3) Network providers;

(4) Utilization review techniques;

(5) Prior authorization;

(6) Copayments; or

(7) Other cost sharing.

NOTE: Authority cited: Sections 10144.5, 12921 and 12926, Insurance Code; *CalFarm Ins. Co. v. Deukmejian*, 48 Cal.3d 805 (1989); *20th Century Ins. Co. v. Garamendi*, 8 Cal. 4th 216 1994). Reference: Section 10144.5, Insurance Code; *Harlick v. Blue Shield of California*, 686 F.3d 699 (2012).

certified by a national entity, such as the Behavior Analyst Certification Board, that is accredited by the National Commission for Certifying Agencies.

NOTE: Authority cited: Sections 790.10, 10144.5, 10144.51, 12921 and 12926, Insurance Code; *CalFarm Ins. Co. v. Deukmejian*, 48 Cal.3d 805 (1989); *20th Century Ins. Co. v. Garamendi*, 8 Cal. 4th 216 (1994). Reference: Sections 790.03, 10144.5(a) and (c), 10144.51, Insurance Code.

EXPRESS FINDING OF EMERGENCY

The Insurance Commissioner has determined that an emergency exists. This regulation is being adopted on an emergency basis for the immediate preservation of the public health and safety, and general welfare, within the meaning of Government Code Section 11346.1.

Emergency regulations are necessary: (1) because of widespread confusion among insurers and policyholders regarding the coverage requirements for medically necessary mental health services for autism, including behavioral health treatment such as Applied Behavior Analysis (ABA) therapy under California's mental health parity law; and (2) to ensure that children receive early treatment that will enable them to succeed in school and society, at insurer expense, saving the taxpayers approximately \$138.8 million to \$197.8 million over the next year and nearly \$2 billion in costs over the next eighteen years that should properly be borne by insurers.

Therefore, the Department of Insurance proposes this emergency regulation to clarify insurer obligations, and ensure uniform and timely application of the Insurance Code provision requiring coverage of medically necessary mental health services, including ABA, for policyholders with autism under the mental health parity law.

EXECUTIVE SUMMARY

An Emergency Regulation is crucially necessary to elucidate to insurers their obligations under California mental health parity law requiring treatment to children with autism. Autism is a neurobiological disorder and developmental disability that severely limits a child's ability to interact with others, seriously hinders verbal and nonverbal communication and social interaction, and is characterized by repetitive problematic behaviors such as self-mutilation, aggression and tantrums. Unless the Emergency Regulation is adopted, California taxpayers will incur approximately \$138.8 million to \$197.8 million in costs in special education and Regional Center services for children with autism before a permanent regulation can be promulgated. Additionally, approximately 8,500 such privately-insured California children between the ages of 3 and 5 and about 42,000 children who are between the ages of 3 and 21¹ will be deprived of the benefits of early intensive behavioral treatment; and may be relegated to a lifetime of disability; deprived of the ability to communicate and achieve academically; denied the life skills needed for independent living; and consigned to a bleak future and ultimate institutionalization.

¹ See 2012 California State Autism Profiles, *infra* note 150. The 42,000 estimated figure of total lives affected by CDI regulation promulgation takes the total number of California ASD children (reported in 2010-11) and multiplies that figure by the number of privately California ASD children (63.9% are privately insured).

experiencing delays and denials for seven months after the effective date of SB 946. In January 2013, the State Council of Development Disabilities (SCDD) reported that three and one-half months may pass before children going from Regional Center services to private ABA treatment providers begin receiving services. Insurer failures to comply with California statutes and promptly provide medically necessary behavioral, speech and occupational therapy cause severe consequences to children with autism, including immediate regression, stifled improvement, severe impairment, and permanent developmental damage.

Insurer conduct also generates dire results for governmental entities. The lifetime incremental societal cost for an individual with autism is \$3.2 million. Those costs, many of which should be borne by health insurers, include impacts on public education and special education programs in California's public school system. Services under the Lanterman Act included \$638 million for services for 16,367 children with autism between the ages of 3 and 6 in 2010. Additionally, nearly 40,000 California children with autism between the ages of 3 and 22 now receive special education services at approximate average annual per capita costs ranging from \$25,000 to \$90,000, and totaling \$1 to 3.6 billion annually.

Enormous and burdensome costs also flow to the State when Regional Centers provide therapies that insurance companies have refused to cover. The Department of Developmental Services (DDS) reports that autism is the fastest growing developmental disability in California and estimated that regional centers and developmental centers will be serving as many as 70,000 people with autism by June 2012. That Department further estimated that the General Fund would realize cost savings of \$80 million from enactment of SB 946, based on the assumption that insured individuals would no longer be receiving autism treatments from Regional Centers. That transition has not yet transpired, jeopardizing anticipated cost savings to the state and causing delay and damage to the approximately 1,600 insured children and families who have been Regional Center clients.

Finally, without early intensive treatment for autism, California will be facing an estimated 19,000 autistic adults who need DDS-funded adult habilitative services and employment support by 2018. The further costs for those services are estimated to be at least \$190 million because each individual will require at least \$10,000 for care, education and support services each and every year of their adult lives.

Therefore, in order to ensure that insurers provide medically necessary treatment for children with autism, and avoid continued devastating financial consequences to state coffers, CDI must clarify insurers' obligations to provide such services to this vulnerable population, subject only to financial conditions applicable equally to all benefits under the policy, and do so as expeditiously as possible.



State Council on Developmental Disabilities



STATE OF CALIFORNIA
Edmund G. Brown Jr.
Governor

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March 4, 2013

California Department of Insurance
Attn: George Teekell, teekellg@insurance.ca.gov

**Subject: SUPPORT ER-2013-00001 - Mental Health Parity Emergency Regulations
Insurance Coverage of Behavioral Health Treatment for Autism**

The California State Council on Developmental Disabilities is established pursuant to federal and state law to advocate for the rights of people with intellectual and developmental disabilities, and to assist the state in planning to better support their independence and productivity.

Early and effective behavioral health therapy is essential for children with autism and can lead to immediate improvements and lifelong benefits that result in improved abilities to function in family, educational, community and eventually work environments. Conversely, delayed or denied treatment can lead to loss of function, inability to adjust or communicate, social isolation, and lifelong dependency.

Unfortunately, in the 18 months since AB 946 (Steinberg) was signed into law, many families have struggled to receive coverage from their insurance carrier for effective treatments for their children with autism. The Council, through its local area offices, has been fielding calls from many of these families. The proposed emergency regulations address many of the difficulties that families have been experiencing.

Specifically, insurers will no longer be able to delay or deny coverage of behavioral health treatments through intelligence testing or claims of the experimental nature of the treatment. Insurers will no longer be able to single out behavioral health treatment for annual visit limits or dollar limits that are not in place for other policy benefits. The proposed regulations also prevent insurers from requiring licensing and supervision requirements above that of national standards for those treatments.

Each child wrongly denied coverage may experience the tragedy of unnecessary suffering and loss of opportunity. For the state, it can be a loss of millions of dollars of unnecessary care costs over the child's lifetime. The Council is grateful to the Department for responding to this crisis in care through these emergency regulations. If you have any questions, please contact Mark Polit, Deputy Director of Policy and Planning, at 916-322-8481.

Sincerely,



Jorge Aguilar, Chair

"The Council advocates, promotes & implements policies and practices that achieve self-determination, independence, productivity & inclusion in all aspects of community life for Californians with developmental disabilities and their families."

Draft
Executive Committee Meeting Minutes
February 12, 2013

Attending Members

Janelle Lewis
Jennifer Allen
Jorge Aguilar
Kecia Weller
Molly Kennedy
Ray Ceragioli

Members Absent

Olivia Raynor

Others Attending

Denis Craig
Jerry Rucker
Kara Read-Spangler
Mark Polit
Melissa Corral
Roberta Newton
Robin Maitino

1. **Call to Order**

Jennifer Allen called the meeting to order at 1:50 p.m. and established a quorum present.

2. **Welcome and Introductions**

Members and others introduced themselves.

3. **Approval of December 11, 2012 Minutes**

It was moved/seconded (Aguilar/Ceragioli) and carried to approve the December 11, 2012, Executive Committee meeting minutes as presented. (3 abstentions)

4. **Public Comments**

There were no public comments.

5. **Closed Session – Personnel**

The Executive Committee went into closed session.

6. **Reconvene In Open Session**

It was moved/seconded (Kennedy/Allen) and carried to appoint Roberta Newton as Interim Executive Director. (by unanimous vote)

It was moved/seconded (Allen/Weller) and carried to pursue retroactive pay for Roberta Newton back to September 12, 2012. (by unanimous vote)

7. **Issues to Follow-up from Council Meeting**

- (1) Personnel Action – Roberta Newton reported that there is no new information to report on the anticipated personnel action.
- (2) Appointment of Interim Executive Director – Jennifer Allen announced Roberta Newton’s appointment to Interim Executive Director as reported out from closed session.
- (3) Referral of Audit and Investigatory Materials to Attorney General – Per the Council’s request, Staff Counsel has referred this matter to the Attorney General’s office for investigation.

8. **Approval of Program Performance Report (PPR)**

Mark Polit presented the final draft of the PPR report to the Committee.

It was moved/seconded (Aguilar/Weller) and carried to approve the PPR report as amended.

9. **Regional Center Conflict of Interest Waiver Requests**

It was moved/seconded (Aguilar/Kennedy) and carried to make the following recommendations for input on the proposed Conflict of Interest regulations:

The Department of Developmental Services (DDS), as the contracting agency of regional centers, has the authority for the approval or denial of conflict of interest waiver requests. The regulations, as written today, do not allow DDS to approve waiver requests without approval from SCDD and the Area Board which could result in unintended consequences. This

needs to be remedied as soon as possible to allow DDS to approve or deny regional center board or staff waiver requests with or without input from the SCDD and area board.

SCDD appreciates the ability to provide input, but cannot take responsibility for issues that are not part of our authority. For instance, the SCDD or area board may not be able to provide input, either due to timing issues, lack of information provided, or other unforeseen circumstances.

Therefore, SCDD respectfully requests that the regulations are revised to either: 1) allow DDS to approve or deny waiver requests with or without input from the SCDD and area boards or, 2) remove both the SCDD and the area boards from reviewing Conflict Resolution Plans so that the SCDD does not have any active role that could be inconsistent with our functions or create unintended consequences for regional center board members or staff.

It was moved/seconded (Kennedy/Ceragioli) and determined by the Executive Committee that the lack of adequate information created a barrier to thorough analysis and diligent decision making. Therefore, the Committee is unable to take action on the Golden Gate Regional Center's request for Mr. James Shorter or Inland Regional Center's request for Mr. Jack Padilla.

10. Ad-Hoc Search Committee Update

Jorge Aguilar reported on the progress since the first Ad-Hoc meeting on January 17th. He stated that the Committee is currently working on a draft duty statement and hopes to have more information by the March Council meeting.

Jorge announced the next meeting to be March 19th from 9-12.

11. Administrative Committee Update

Molly Kennedy reported on the progress made at the first Administrative Committee meeting held on January 17th. The Committee discussed the possibility of getting a retired annuitant to work in the capacity of a Deputy Director for Administration until a permanent Executive Director is hired.

Kris Kent confirmed that his agency will be working with the Council to suggest some options. The Committee also discussed the following priorities to be tackled:

Budgets

The Committee will ensure the budget is always tied to the State Plan and that input is received from all Committees. The Committee will also closely monitor expenditures to ensure no misuse of funds. There will be a budget update at each Council meeting.

Contracts

The Committee will work closely with the Program Development Committee to ensure all monies being expended for Grants, etc. follow the priorities laid out in the State Plan and that proper oversight is given.

Other Administrative

The Committee will also ensure that policies are developed and implemented for all other administrative functions.

The next Administrative Committee meeting is scheduled for February 21st from 1:30 to 3:30 p.m.

12. **Bylaw Review**

Motion 1

It was moved/seconded (Kennedy/Weller) and carried to approve the following changes to the Bylaws as proposed by SAAC at the January 2013 Council meeting:

- (1) Page 15 under the Self-Advocate Advisory Committee: add a statement to have a standing representation from SAAC on SSAN.
- (2) Page 15 under the Self-Advocate Advisory Committee: add their mission statement.
- (3) Page 15 under the Self-Advocate Advisory Committee: amend to read; the SAAC shall advise the Council... State Council participation and peer advocacy advancement, independence and inclusion.

Motion 2

It was moved/seconded (Aguilar/Kennedy) and to carried to propose the following technical changes to the Council for approval.

- (1) On the cover – add notation “REVISED ON: _____ and CERTIFIED BY THE SCDD ON: _____.”
- (2) As a header throughout the bylaws add the “revision date: _____ on the top left and page # of # on the right.”
- (3) On page 7, capitalize “Chairperson and Vice-Chairperson.”
- (4) On page 8, remove formatting error.
- (5) On page 11, make capitalization changes and bring the language into compliance with Welfare and Institutions Code Section 4535.
- (6) On page 14-15, add SAAC proposed language clarifying mission and adding a standing representative to the Statewide Self-Advocacy Network.

13. **UCLA/Orthopedic Hospital Center for Cerebral Palsy Sponsorship Request**

UCLA/Orthopedic Hospital Center for Cerebral Palsy is requesting a sponsorship of \$999.00 for the Family Forum, the event will be held on Saturday, April 20, 2013.

This one day conference has two parts. The morning professional program is a CEU-accredited educational seminar. The afternoon program, the Family Forum, is a free consumer event for children and adults with CP and their families. The purpose of the Family Forum is to allow people with cerebral palsy, their families and others who care for them to interact with each other and with professionals in the field of cerebral palsy. Speakers offer informal presentations on topics relevant to people with cerebral palsy and their families. The audience is encouraged to ask questions and share their experiences. Demonstrations of equipment are often brought in to provide participants with “hands on” experiences. This is the only event in southern California that provides a forum for patients and their families to obtain accurate information on

programs addressing the medical, physical and social needs of people with cerebral palsy.

This year's Family Forum will include information on programs in the area of education, employment and leisure.

It was moved/seconded (Kennedy/Aguilar) and carried to award \$999.00 to UCLA/Orthopedic Hospital Center for Cerebral Palsy for individuals to participate in this program. (1 abstention)

14. **March 20, 2013 Council Agenda**

The March Council agenda will include the following:

- SB 946 Presentation
- Closed Session (if necessary as determined by SCDD Counsel)
- Review of Bylaws
- Conflict of Interest Waivers
- Committee Reports
- Sponsorship Request

15. **Adjournment**

The meeting was adjourned at 5 p.m.

COUNCIL AGENDA ITEM DETAIL SHEET

ISSUE: Bylaws Review and Amendments

BACKGROUND: During the February 12, 2013 Executive Committee meeting, the Committee reviewed bylaws amendments proposed by the Self Advocates Advisory Committee (SAAC). Those amendments would clarify the role and responsibility of the SAAC.

The Executive Committee reviewed the bylaws amendments and proposed several technical changes

ANALYSIS/DISCUSSION: The changes are highlighted in RED throughout the bylaws and are summarized below:

1. On the cover – add notation “REVISED ON: _____ and CERTIFIED BY THE SCDD ON: _____.”
2. As a header throughout the bylaws add the “revision date: _____ on the top left and page # of # on the right.”
3. On page 7, capitalize “Chairperson and Vice-Chairperson.”
4. On page 8, remove formatting error.
5. On page 11, make capitalization changes and bring the language into compliance with Welfare and Institutions Code Section 4535.
6. On page 14-15, add SAAC proposed language clarifying mission and adding a standing representative to the Statewide Self-Advocacy Network.

COUNCIL STRATEGIC PLAN OBJECTIVE: None

PRIOR COMMITTEE ACTIVITY: None

RECOMMENDATION(S): Review and/or modify amendments to the bylaws and approve revised bylaws

ATTACHMENTS(S): None

PREPARED: Melissa C. Corral, February 20, 2013

State Council on Developmental Disabilities



BY-LAWS

REVISED ON:
CERTIFIED BY SCDD ON:

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CALIFORNIA STATE COUNCIL ON DEVELOPMENTAL DISABILITIES

BY-LAWS

(Revised – January 2013)

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~~ 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 six (6) standing committees of the State Council:
- (1) Executive
 - (2) Administrative
 - (3) Legislative and Public Policy
 - (4) Program Development
 - (5) Self-Advocates Advisory
 - (6) Employment First
- (b) The ~~chairperson~~ Chairperson and members of each of the standing committees shall be appointed by the Council ~~chairperson~~ Chairperson. In the event of a vacancy for any reason in membership or the ~~ehair~~ Chairperson, a successor may be appointed by the Council Chairperson. The Chairpersons and Vice-Chairpersons of the State Council and of its standing committees shall be individuals with a developmental disability, or the parent, sibling, guardian, or conservator of an individual with a developmental disability (WIC 4535(b)). ~~In appointing standing committee chairpersons, the Council Chairperson may request volunteers from the Council's self and family advocate members.~~ The 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.
 - [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) Administrative Committee

The Administrative Committee shall assist with monitoring the administrative and budgetary activities of the Council. The Committee shall:

- [a] Be composed of at least three (3) Council Members
- [b] Make recommendations to the Council regarding allocation of discretionary fiscal resources and other budgetary issues.
- [c] Make recommendations to the Council regarding budgeting for anticipated fiscal resources among Council operations and specific service priorities for inclusion in the California State Strategic Plan and the Governor's budget.
- [d] Make recommendations to the Council regarding monitoring and evaluating administrative contracts and agreements.
- [e] Make recommendations to Council regarding all contracts and

agreements.

- [f] Monitor and evaluate administrative contracts and agreements; and take actions authorized in all Council contracts and agreements.
- [g] Make recommendations to the Council regarding administrative matters and policies including organizational charts and structure.

(3) 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.

(4) 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.

(5) Self-Advocates Advisory Committee

The Self-Advocates Advisory Committee shall advise the Council as a voice for all Californians with disabilities, by promoting State Council participation and peer advocacy that advances independence and inclusion, 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.
- [e] To have a standing representative to the Statewide Self-Advocacy Network (SSAN.)

(6) 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.

SUMMARY OF DHCS CONTRACTING & PROCUREMENT REVIEW

The Department of Health Care Services (DHCS), Financial Audit Branch (FAB) conducted a limited review of the Council's contracting and procurement practices in November 2012. This is a summary of their findings and recommendations.

Finding #1 The previous Executive Director preferentially awarded contracts.

Finding #2 There was a lack of fiscal oversight, e.g., submitted invoices were deficient.

Finding #3 There are deficiencies in expenditure reporting and recordkeeping by Budget Officer.

Finding #4 SCDD did not follow DGS contract rules and lacks a procurement and contracting policy manual.

Finding #5 Staff did not know DGS, state and federal rules.

Finding #6 Contracts drafted lacked specific and measurable expectations

Finding #7 There is no staff functioning as Contract Manager to monitor progress of work.

Finding #8 Contracts must include justification per G.C 19130 (inability to use state employees)

Finding #9 There is currently no process to document Council approval of contracts

Finding #10 Fiscal intermediaries were used to handle area boards' self-advocacy funds which requires prior DOF approval.

RECOMMENDATIONS

1) Staff need to know Conflict of Interest rules under state and federal law.

2a) Establish strong fiscal personnel.

2b) Establish internal control procedures for approval of contracts and invoices

2c) Establish written policy on travel reimbursement for contractors

3a) Develop ongoing reports that reconcile budget to actual expenditures, including contract category

3b) Have Council member(s) with fiscal background partner with SCDD fiscal staff

4a) Staff need to become familiar with and comply with DGS rules

4b) Develop Procurement and Contract manual

- 4c) Establish a manner in which to document contract approval process
- 5) Staff need to be trained in state and federal rules for contracting
- 6a) Contracts need to be written with more detail.
- 6b) Have staff counsel review all contracts prior to submission to DGS
- 7) Assign staff functions of contract manager to monitor progress and provide status reports to Council
- 8) Provide adequate justification for entering into personal services contracts in lieu of state employees
- 9a) A policy manual should detail staff duties, forms and authorizations
- 9b), Improve communication and an understanding of staff roles through training and establishment of a manual
- 10) Do not use fiscal intermediaries without DOF approval.

DRAFT

Administrative Committee Meeting Minutes
February 21, 2013

Attending Members

Kris Kent
Molly Kennedy
Ray Ceragioli

Members Absent

David Forderer

Others Attending

Mark Polit
Melissa Corral
Roberta Newton
Robin Maitino

1. **Call to Order**

Molly Kennedy called the meeting to order at 1:35 p.m. and established a quorum present.

2. **Welcome and Introductions**

Members and others introduced themselves.

3. **Public Comments**

There were no public comments.

4. **Closed Session - Personnel**

The Committee went into closed session.

5. **Reconvene Open Session**

No action taken during closed session.

6. **Review of Recommendations from Audit**

It was moved/seconded (Ceragioli/Kent) and carried to recommend that the Council implement recommendations 1-10 (listed below) of the Summary of DHCS Contracting and Procurement Review.

- 1) Staff need to know Conflict of Interest rules under state and federal law.
- 2a) Establish strong fiscal personnel.
- 2b) Establish internal control procedures for approval of contracts and invoices
- 2c) Establish written policy on travel reimbursement for contractors

- 3a) Develop ongoing reports that reconcile budget to actual expenditures, including contract category
- 3b) Have Council member(s) with fiscal background partner with SCDD fiscal staff
- 4a) Staff need to become familiar with and comply with DGS rules
- 4b) Develop Procurement and Contract manual
- 4c) Establish a manner in which to document contract approval process
- 5) Staff need to be trained in state and federal rules for contracting
- 6a) Contracts need to be written with more detail.
- 6b) Have staff counsel review all contracts prior to submission to DGS
- 7) Assign staff functions of contract manager to monitor progress and provide status reports to Council
- 8) Provide adequate justification for entering into personal services contracts in lieu of state employees
- 9a) A policy manual should detail staff duties, forms and authorizations
- 9b) Improve communication and an understanding of staff roles through training and establishment of a manual
- 10) Do not use fiscal intermediaries without DOF approval.

7. **Update on Personnel Issues**

Roberta Newton reported that there is no new information to report on the anticipated personnel action at this time. Headquarters is hoping to have an update by the March Council meeting.

The Committee also discussed the possibility of getting a retired annuitant to work in the capacity of a Deputy Director for Administration until a permanent Executive Director is hired. Kris Kent confirmed that his agency will be working with the Council to suggest some options.

8. **Review of Existing and Draft Policies**

Roberta Newton presented the following list of existing and draft policies:

Approved by Council

- Workplace Violence
- Sexual Harassment
- Reasonable Accommodations

Approved Administratively

- Work Hours and Attendance
- Information Security

Hands Free Cellular Usage
Internet, Email, Phone Policy
Parking
Teleworking

Draft Policies

Grievance (represented employees)
Grievance (excluded employees)
Nepotism
Administrative Procedures Manual (2003)

The Committee will be working on reviewing and updating these policies to coincide with the recommendations by the DHCS Audit.

9. **Review of Budget Materials**

Roberta Newton went over the various budget material included in the packet. The Committee commended Roberta for the details provided and stated that the materials included particularly on pages 10 (2009-10 Expenditure Report) and 11 (Program Budget Detail) were extremely helpful in capturing where money is being spent and would like to see it included in Council meeting packets.

The Committee also discussed ways to improve, establish, and implement budget policies. One suggestion was to utilize the retired annuitant option being considered to work in the capacity of the Deputy Director of Administration.

Molly and Ray would like to see all area board expenditures and requested to include them in the next Committee packet.

Finally, Molly suggested implementing a plan to ensure that staff runs down any vacation accrual over 640 hours to help prevent large payouts upon an employee's departure from state service.

10. **Update on Training Plans**

Roberta Newton provided an update to the Committee on present and future training opportunities for staff and members including:

- March – contracts training for the 2 Contract Analysts at headquarters.

- April – contracts training for the Interim Executive Direct and Staff Counsel.
- May – Roberta is looking into receiving NACDD technical training for Council members and staff in May.
- July – Kris Kent suggested looking into DOF presenting at the July Council.

11. **Employee/Area Board Rosters**

Roberta Newton went over the most current Vacancy Report dated 1/31/13. This report was included in the packet and shows vacancies throughout not only headquarters but also the area boards.

Roberta also went over the Council's Authorized Position list dated 1/30/13. This report is generated and used to determine which positions remain vacant and what funding source is used for each employee. Discussion ensued regarding the core staffing pattern at area board offices. Molly suggested that the Committee consider drafting a Staffing Policy at the next meeting.

12. **Schedule Next Meeting**

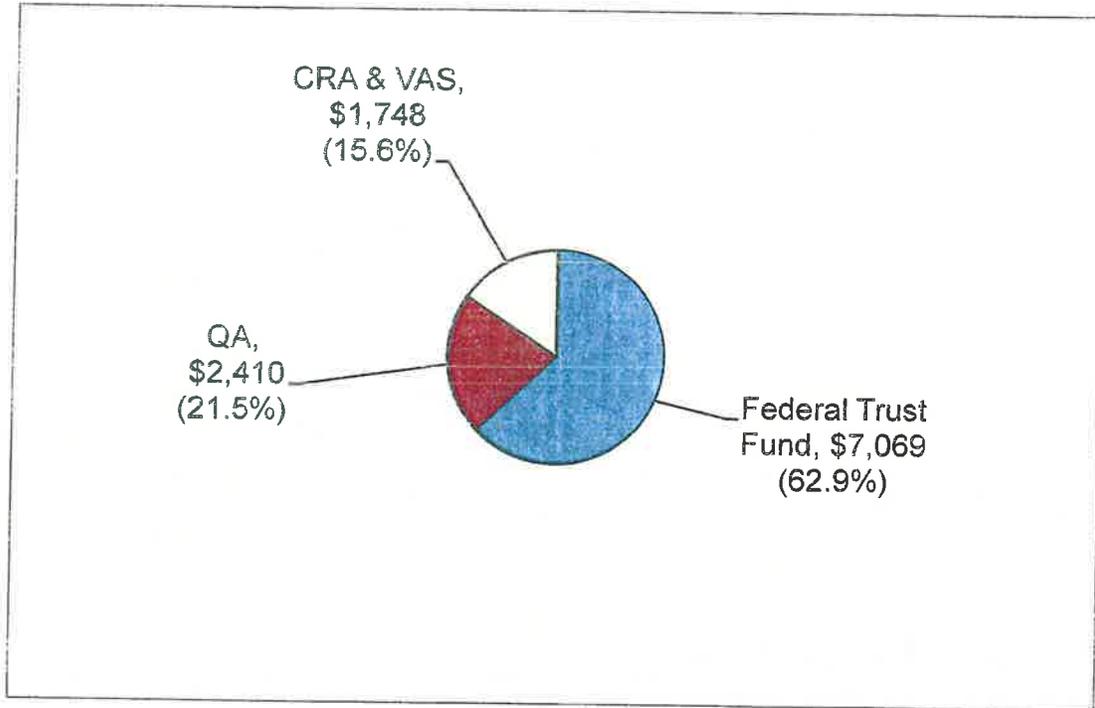
The next meeting is scheduled for March 21, 2013 at 10 a.m. The meeting will be held at Council headquarters in Sacramento.

13. **Adjournment**

The meeting was adjourned at 3:15 p.m.

4100 State Council on Developmental Disabilities
 2012-13 Budget and Funding Allocation Report as of September 11, 2012
 Subject to Change
 (Dollars in Thousands)

APPROVED FUNDING



PROGRAM FUNDING DETAIL

Program 10	State Council Planning and Administration		
	State Operations:		
	0890 Federal Trust Fund		\$1,664
	0995 Reimbursements		\$0
	Subtotal, Program 10		<u>\$1,664</u>
Program 20	Community Program Development		
	State Operations:		
	0890 Federal Trust Fund		\$1,000
	0995 Reimbursements		\$0
	Subtotal, Program 20		<u>\$1,000</u>
Program 40	Regional Offices and Local Area Boards		
	State Operations:		
	0890 Federal Trust Fund		\$4,405
	0995 Reimbursements - QA		\$2,410
	0995 Reimbursements - CRA & VAS		\$1,748
	Subtotal, Program 40		<u>\$8,563</u>
	Grand Total, All Programs		<u><u>\$11,227</u></u>

2012-13 FUNDING ALLOCATION REPORT

4100 State Council on Developmental Disabilities
 2012-13 Funding Allocation Report
 Subject to Change
 (Whole Dollars)

	Personal Services Allocation	Operating Expenses & Equipment Allocation	Total 2012-13 Allocation
Council Operations and Administration	\$1,228,322	\$1,314,447	\$2,542,769
Community Program Development Grants	\$0	\$1,000,000	\$1,000,000
Area Board 1	\$313,250	\$98,300	\$411,550
Area Board 2	\$226,398	\$53,997	\$280,395
Area Board 3	\$414,585	\$136,067	\$550,652
Area Board 4	\$439,663	\$93,236	\$532,899
Area Board 5	\$418,526	\$139,898	\$558,424
Area Board 6	\$332,830	\$117,930	\$450,760
Area Board 7	\$414,456	\$142,208	\$556,664
Area Board 8	\$615,679	\$115,043	\$730,722
Area Board 9	\$244,475	\$90,000	\$334,475
Area Board 10	\$873,860	\$317,025	\$1,190,885
Area Board 11	\$457,240	\$110,849	\$568,089
Area Board 12	\$427,001	\$146,100	\$573,101
Area Board 13	\$375,679	\$183,416	\$559,095
Area Board Operations	\$312,705	\$74,558	\$387,263
Subtotal, All Area Boards	\$5,866,347	\$1,818,627	\$7,684,974
Total	\$7,094,669	\$4,133,074	\$11,227,743



<http://www.acf.hhs.gov/programs/aidd/resource/dd-act?page=3>

The Developmental Disabilities Assistance and Bill of Rights Act of 2000

DD Act

October 30, 2000

Audience: Administration on Intellectual and Developmental Disabilities (AIDD), University Centers for Excellence in Developmental Disabilities Education, Research and Service (UCEDDs), State Protection and Advocacy Systems, State Councils on Developmental Disabilities, Projects of National Significance

Topics: DD ACT

Types: DD ACT, Statute

Title I — Programs for Individuals with Developmental Disabilities, continued

Subtitle B — Federal Assistance to State Developmental Disabilities Councils

SEC. 121. PURPOSE. [42 USC 15021]

The purpose of this subtitle is to provide for allotments to support State Councils on Developmental Disabilities (referred to individually in this subtitle as a "Council") in each State to—

1. engage in advocacy, capacity building, and systemic change activities that are consistent with the purpose described in section 101(b) and the policy described in section 101(c); and
2. 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.

SEC. 122. STATE ALLOTMENTS [42 USC 15022]

a. ALLOTMENTS.—

1. IN GENERAL.—

- A. **AUTHORITY.**—For each fiscal year, the Secretary shall, in accordance with regulations and this paragraph, allot the sums appropriated for such year under section 129 among the States on the basis of—
 - i. the population;
 - ii. the extent of need for services for individuals with developmental disabilities; and
 - iii. the financial need, of the respective States.
- B. **USE OF FUNDS.**—Sums allotted to the States under this section shall be used to pay for the Federal share of the cost of carrying out projects in accordance with State plans approved under

<http://www.acf.hhs.gov/programs/aidd/resource/dd-act?page=3>

3/7/2013

section 124 for the provision under such plans of services for individuals with developmental disabilities.

2. **ADJUSTMENTS.** —The Secretary may make adjustments in the amounts of State allotments based on clauses (i), (ii), and (iii) of paragraph (1)(A) not more often than annually. The Secretary shall notify each State of any adjustment made under this paragraph and the percentage of the total sums appropriated under section 129 that the adjusted allotment represents not later than 6 months before the beginning of the fiscal year in which such adjustment is to take effect.
3. **MINIMUM ALLOTMENT FOR APPROPRIATIONS LESS THAN OR EQUAL TO \$70,000,000.**—
 - A. **IN GENERAL.**—Except as provided in paragraph (4), for any fiscal year the allotment under this section—
 - i. to each of American Samoa, Guam, the United States Virgin Islands, or the Commonwealth of the Northern Mariana Islands may not be less than \$210,000; and
 - ii. to any State not described in clause (i) may not be less than \$400,000.
 - B. **REDUCTION OF ALLOTMENT.**—Notwithstanding subparagraph (A), if the aggregate of the amounts to be allotted to the States pursuant to subparagraph (A) for any fiscal year exceeds the total amount appropriated under section 129 for such fiscal year, the amount to be allotted to each State for such fiscal year shall be proportionately reduced.
4. **MINIMUM ALLOTMENT FOR APPROPRIATIONS IN EXCESS OF \$70,000,000.**—
 - A. **IN GENERAL.**—In any case in which the total amount appropriated under section 129 for a fiscal year is more than \$70,000,000, the allotment under this section for such fiscal year—
 - i. to each of American Samoa, Guam, the United States Virgin Islands, or the Commonwealth of the Northern Mariana Islands may not be less than \$220,000; and
 - ii. to any State not described in clause (i) may not be less than \$450,000.
 - B. **REDUCTION OF ALLOTMENT.**—The requirements of paragraph (3)(B) shall apply with respect to amounts to be allotted to States under subparagraph (A), in the same manner and to the same extent as such requirements apply with respect to amounts to be allotted to States under paragraph (3)(A).
5. **STATE SUPPORTS, SERVICES, AND OTHER ACTIVITIES.**—In determining, for purposes of paragraph (1)(A)(ii), the extent of need in any State for services for individuals with developmental disabilities, the Secretary shall take into account the scope and extent of the services, supports, and assistance described, pursuant to section 124(c)(3)(A), in the State plan of the State.
6. **INCREASE IN ALLOTMENTS.**—In any year in which the total amount appropriated under section 129 for a fiscal year exceeds the total amount appropriated under such section (or a corresponding provision) for the preceding fiscal year by a percentage greater than the most recent percentage change in the Consumer Price Index published by the Secretary of Labor under section 100(c)(1) of the Rehabilitation Act of 1973 (29 U.S.C. 720(c)(1)) (if the percentage change indicates an increase), the Secretary shall increase each of the minimum allotments described in paragraphs (3) and (4). The Secretary shall increase each minimum allotment by an amount that bears the same ratio to the amount of such minimum allotment (including any increases in such minimum allotment under this paragraph (or a corresponding provision) for prior fiscal years) as the amount that is equal to the difference between—

- A. the total amount appropriated under section 129 for the fiscal year for which the increase in the minimum allotment is being made; minus
- B. the total amount appropriated under section 129 (or a corresponding provision) for the immediately preceding fiscal year, bears to the total amount appropriated under section 129 (or a corresponding provision) for such preceding fiscal year.
- b. UNOBLIGATED FUNDS.—Any amount paid to a State for a fiscal year and remaining unobligated at the end of such year shall remain available to such State for the next fiscal year for the purposes for which such amount was paid.
- c. OBLIGATION OF FUNDS.—For the purposes of this subtitle, State Interagency Agreements are considered valid obligations for the purpose of obligating Federal funds allotted to the State under this subtitle.
- d. COOPERATIVE EFFORTS BETWEEN STATES.—If a State plan approved in accordance with section 124 provides for cooperative or joint effort between or among States or agencies, public or private, in more than 1 State, portions of funds allotted to 1 or more States described in this subsection may be combined in accordance with the agreements between the States or agencies involved.
- e. REALLOTMENTS.—
 - 1. IN GENERAL.—If the Secretary determines that an amount of an allotment to a State for a period (of a fiscal year or longer) will not be required by the State during the period for the purpose for which the allotment was made, the Secretary may reallocate the amount.
 - 2. TIMING.—The Secretary may make such a reallocation from time to time, on such date as the Secretary may fix, but not earlier than 30 days after the Secretary has published notice of the intention of the Secretary to make the reallocation in the Federal Register.
 - 3. AMOUNTS.—The Secretary shall reallocate the amount to other States with respect to which the Secretary has not made that determination. The Secretary shall reallocate the amount in proportion to the original allotments of the other States for such fiscal year, but shall reduce such proportionate amount for any of the other States to the extent the proportionate amount exceeds the sum that the Secretary estimates the State needs and will be able to use during such period.
 - 4. REALLOTMENT OF REDUCTIONS.—The Secretary shall similarly reallocate the total of the reductions among the States whose proportionate amounts were not so reduced.
 - 5. TREATMENT.—Any amount reallocated to a State under this subsection for a fiscal year shall be deemed to be a part of the allotment of the State under subsection (a) for such fiscal year.

SEC. 123. PAYMENTS TO THE STATES FOR PLANNING, ADMINISTRATION, AND SERVICES. [42 USC 15023]

- a. STATE PLAN EXPENDITURES.—From each State's allotments for a fiscal year under section 122, the Secretary shall pay to the State the Federal share of the cost, other than the cost for construction, incurred during such year for activities carried out under the State plan approved under section 124. The Secretary shall make such payments from time to time in advance on the basis of estimates by the Secretary of the sums the State will expend for the cost under the State plan. The Secretary shall make such adjustments as may be necessary to the payments on account of previously made underpayments or overpayments under this section.

- b. **DESIGNATED STATE AGENCY EXPENDITURES.**—The Secretary may make payments to a State for the portion described in section 124(c)(5)(B)(vi) in advance or by way of reimbursement, and in such installments as the Secretary may determine.

SEC. 124 STATE PLAN. [42 USC 15024]

- a. **IN GENERAL.**—Any State desiring to receive assistance under this subtitle shall submit to the Secretary, and obtain approval of, a 5-year strategic State plan under this section.
- b. **PLANNING CYCLE.**—The plan described in subsection (a) shall be updated as appropriate during the 5-year period.
- c. **STATE PLAN REQUIREMENTS.**—In order to be approved by the Secretary under this section, a State plan shall meet each of the following requirements:
1. **STATE COUNCIL.**—The plan shall provide for the establishment and maintenance of a Council in accordance with section 125 and describe the membership of such Council.
 2. **DESIGNATED STATE AGENCY.**—The plan shall identify the agency or office within the State designated to support the Council in accordance with this section and section 125(d) (referred to in this subtitle as a "designated State agency").
 3. **COMPREHENSIVE REVIEW AND ANALYSIS.**—The plan shall describe the results of a comprehensive review and analysis of the extent to which services, supports, and other assistance are available to individuals with developmental disabilities and their families, and the extent of unmet needs for services, supports, and other assistance for those individuals and their families, in the State. The results of the comprehensive review and analysis shall include—
 - A. a description of the services, supports, and other assistance being provided to individuals with developmental disabilities and their families under other federally assisted State programs, plans, and policies under which the State operates and in which individuals with developmental disabilities are or may be eligible to participate, including particularly programs relating to the areas of emphasis, including—
 - i. medical assistance, maternal and child health care, services for children with special health care needs, children's mental health services, comprehensive health and mental health services, and institutional care options;
 - ii. job training, job placement, worksite accommodation, and vocational rehabilitation, and other work assistance programs; and
 - iii. social, child welfare, aging, independent living, and rehabilitation and assistive technology services, and such other services as the Secretary may specify;
 - B. a description of the extent to which agencies operating such other federally assisted State programs, including activities authorized under section 101 or 102 of the Assistive Technology Act of 1998 (29 U.S.C. 3011, 3012), pursue interagency initiatives to improve and enhance community services, individualized supports, and other forms of assistance for individuals with developmental disabilities;
 - C. an analysis of the extent to which community services and opportunities related to the areas of emphasis directly benefit individuals with developmental disabilities, especially with regard to their ability to access and use services provided in their communities, to participate in

- opportunities, activities, and events offered in their communities, and to contribute to community life, identifying particularly—
- i. the degree of support for individuals with developmental disabilities that are attributable to either physical impairment, mental impairment, or a combination of physical and mental impairments;
 - ii. criteria for eligibility for services, including specialized services and special adaptation of generic services provided by agencies within the State, that may exclude individuals with developmental disabilities from receiving services described in this clause;
 - iii. the barriers that impede full participation of members of unserved and underserved groups of individuals with developmental disabilities and their families;
 - iv. the availability of assistive technology, assistive technology services, or rehabilitation technology, or information about assistive technology, assistive technology services, or rehabilitation technology to individuals with developmental disabilities;
 - v. the numbers of individuals with developmental disabilities on waiting lists for services described in this subparagraph;
 - vi. a description of the adequacy of current resources and projected availability of future resources to fund services described in this subparagraph;
 - vii. a description of the adequacy of health care and other services, supports, and assistance that individuals with developmental disabilities who are in facilities receive (based in part on each independent review (pursuant to section 1902(a)(30)(C) of the Social Security Act (42 U.S.C. 1396a(a)(30)(C))) of an Intermediate Care Facility (Mental Retardation) within the State, which the State shall provide to the Council not later than 30 days after the availability of the review); and
 - viii. to the extent that information is available, a description of the adequacy of health care and other services, supports, and assistance that individuals with developmental disabilities who are served through home and community-based waivers (authorized under section 1915(c) of the Social Security Act (42 U.S.C. 1396n(c))) receive;
- D. a description of how entities funded under subtitles C and D, through interagency agreements or other mechanisms, collaborated with the entity funded under this subtitle in the State, each other, and other entities to contribute to the achievement of the purpose of this subtitle; and
- E. the rationale for the goals related to advocacy, capacity building, and systemic change to be undertaken by the Council to contribute to the achievement of the purpose of this subtitle.
4. PLAN GOALS.—The plan shall focus on Council efforts to bring about the purpose of this subtitle, by—
- A. specifying 5-year goals, as developed through data driven strategic planning, for advocacy, capacity building, and systemic change related to the areas of emphasis, to be undertaken by the Council, that—
 - i. are derived from the unmet needs of individuals with developmental disabilities and their families identified under paragraph (3); and
 - ii. include a goal, for each year of the grant, to—
 - I. establish or strengthen a program for the direct funding of a State self-advocacy organization led by individuals with developmental disabilities;

- ii. support opportunities for individuals with developmental disabilities who are considered leaders to provide leadership training to individuals with developmental disabilities who may become leaders; and
 - iii. support and expand participation of individuals with developmental disabilities in cross-disability and culturally diverse leadership coalitions; and
- B. for each year of the grant, describing—
- i. the goals to be achieved through the grant, which, beginning in fiscal year 2002, shall be consistent with applicable indicators of progress described in section 104(a)(3);
 - ii. the strategies to be used in achieving each goal; and
 - iii. the method to be used to determine if each goal has been achieved.
5. ASSURANCES.—
- A. IN GENERAL.—The plan shall contain or be supported by assurances and information described in subparagraphs (B) through (N) that are satisfactory to the Secretary.
- B. USE OF FUNDS.—With respect to the funds paid to the State under section 122, the plan shall provide assurances that—
- i. not less than 70 percent of such funds will be expended for activities related to the goals described in paragraph (4);
 - ii. such funds will contribute to the achievement of the purpose of this subtitle in various political subdivisions of the State;
 - iii. such funds will be used to supplement, and not supplant, the non-Federal funds that would otherwise be made available for the purposes for which the funds paid under section 122 are provided;
 - iv. such funds will be used to complement and augment rather than duplicate or replace services for individuals with developmental disabilities and their families who are eligible for Federal assistance under other State programs;
 - v. part of such funds will be made available by the State to public or private entities;
 - vi. at the request of any State, a portion of such funds provided to such State under this subtitle for any fiscal year shall be available to pay up to 1 /2 (or the entire amount if the Council is the designated State agency) of the expenditures found to be necessary by the Secretary for the proper and efficient exercise of the functions of the designated State agency, except that not more than 5 percent of such funds provided to such State for any fiscal year, or \$50,000, whichever is less, shall be made available for total expenditures for such purpose by the designated State agency; and (vii) not more than 20 percent of such funds will be allocated to the designated State agency for service demonstrations by such agency that—
 - I. contribute to the achievement of the purpose of this subtitle; and
 - II. are explicitly authorized by the Council.
- C. STATE FINANCIAL PARTICIPATION.—The plan shall provide assurances that there will be reasonable State financial participation in the cost of carrying out the plan.
- D. CONFLICT OF INTEREST.—The plan shall provide an assurance that no member of such Council will cast a vote on any matter that would provide direct financial benefit to the member or otherwise give the appearance of a conflict of interest.

- E. URBAN AND RURAL POVERTY AREAS.—The plan shall provide assurances that special financial and technical assistance will be given to organizations that provide community services, individualized supports, and other forms of assistance to individuals with developmental disabilities who live in areas designated as urban or rural poverty areas.
- F. PROGRAM ACCESSIBILITY STANDARDS.—The plan shall provide assurances that programs, projects, and activities funded under the plan, and the buildings in which such programs, projects, and activities are operated, will meet standards prescribed by the Secretary in regulations and all applicable Federal and State accessibility standards, including accessibility requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Fair Housing Act (42 U.S.C. 3601 et seq.).
- G. INDIVIDUALIZED SERVICES.—The plan shall provide assurances that any direct services provided to individuals with developmental disabilities and funded under the plan will be provided in an individualized manner, consistent with the unique strengths, resources, priorities, concerns, abilities, and capabilities of such individual.
- H. HUMAN RIGHTS.—The plan shall provide assurances that the human rights of the individuals with developmental disabilities (especially individuals without familial protection) who are receiving services under programs assisted under this subtitle will be protected consistent with section 109 (relating to rights of individuals with developmental disabilities).
- I. MINORITY PARTICIPATION.—The plan shall provide assurances that the State has taken affirmative steps to assure that participation in programs funded under this subtitle is geographically representative of the State, and reflects the diversity of the State with respect to race and ethnicity.
- J. EMPLOYEE PROTECTIONS.—The plan shall provide assurances that fair and equitable arrangements (as determined by the Secretary after consultation with the Secretary of Labor) will be provided to protect the interests of employees affected by actions taken under the plan to provide community living activities, including arrangements designed to preserve employee rights and benefits and provide training and retraining of such employees where necessary, and arrangements under which maximum efforts will be made to guarantee the employment of such employees.
- K. STAFF ASSIGNMENTS.—The plan shall provide assurances that the staff and other personnel of the Council, while working for the Council, will be responsible solely for assisting the Council in carrying out the duties of the Council under this subtitle and will not be assigned duties by the designated State agency, or any other agency, office, or entity of the State.
- L. NONINTERFERENCE.—The plan shall provide assurances that the designated State agency, and any other agency, office, or entity of the State, will not interfere with the advocacy, capacity building, and systemic change activities, budget, personnel, State plan development, or plan implementation of the Council, except that the designated State agency shall have the authority necessary to carry out the responsibilities described in section 125(d)(3).
- M. STATE QUALITY ASSURANCE.—The plan shall provide assurances that the Council will participate in the planning, design or redesign, and monitoring of State quality assurance systems that affect individuals with developmental disabilities.

N. OTHER ASSURANCES.—The plan shall contain such additional information and assurances as the Secretary may find necessary to carry out the provisions (including the purpose) of this subtitle.

d. PUBLIC INPUT AND REVIEW, SUBMISSION, AND APPROVAL.—

1. PUBLIC INPUT AND REVIEW.—The plan shall be based on public input. The Council shall make the plan available for public review and comment, after providing appropriate and sufficient notice in accessible formats of the opportunity for such review and comment. The Council shall revise the plan to take into account and respond to significant comments.
2. CONSULTATION WITH THE DESIGNATED STATE AGENCY.—Before the plan is submitted to the Secretary, the Council shall consult with the designated State agency to ensure that the State plan is consistent with State law and to obtain appropriate State plan assurances.
3. PLAN APPROVAL.—The Secretary shall approve any State plan and, as appropriate, amendments of such plan that comply with the provisions of subsections (a), (b), and (c) and this subsection. The Secretary may take final action to disapprove a State plan after providing reasonable notice and an opportunity for a hearing to the State.

SEC. 125. STATE COUNCILS ON DEVELOPMENTAL DISABILITIES AND DESIGNATED STATE AGENCIES. [42 USC 15025]

- a. IN GENERAL.—Each State that receives assistance under this subtitle shall establish and maintain a Council to undertake advocacy, capacity building, and systemic change activities (consistent with subsections (b) and (c) of section 101) 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 contribute to the achievement of the purpose of this subtitle. The Council shall have the authority to fulfill the responsibilities described in subsection (c).
- b. COUNCIL MEMBERSHIP.—
 1. COUNCIL APPOINTMENTS.—
 - A. IN GENERAL.—The members of the Council of a State shall be appointed by the Governor of the State from among the residents of that State.
 - B. RECOMMENDATIONS.—The Governor shall select members of the Council, at the discretion of the Governor, after soliciting recommendations from organizations representing a broad range of individuals with developmental disabilities and individuals interested in individuals with developmental disabilities, including the non-State agency members of the Council. The Council may, at the initiative of the Council, or on the request of the Governor, coordinate Council and public input to the Governor regarding all recommendations.
 - C. REPRESENTATION.—The membership of the Council shall be geographically representative of the State and reflect the diversity of the State with respect to race and ethnicity.
 2. MEMBERSHIP ROTATION.—The Governor shall make appropriate provisions to rotate the membership of the Council. Such provisions shall allow members to continue to serve on the Council until such members' successors are appointed. The Council shall notify the Governor regarding membership requirements of the Council, and shall notify the Governor when vacancies on the Council remain unfilled for a significant period of time.
 3. REPRESENTATION OF INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES.—Not less than 60 percent of the membership of each Council shall consist of individuals who are—

- A.
 - i. individuals with developmental disabilities;
 - ii. parents or guardians of children with developmental disabilities; or
 - iii. immediate relatives or guardians of adults with mentally impairing developmental disabilities who cannot advocate for themselves; and
 - B. not employees of a State agency that receives funds or provides services under this subtitle, and who are not managing employees (as defined in section 1126(b) of the Social Security Act (42 U.S.C. 1320a-5(b)) of any other entity that receives funds or provides services under this subtitle.
4. REPRESENTATION OF AGENCIES AND ORGANIZATIONS.—
- A. IN GENERAL.—Each Council shall include—
 - i. representatives of relevant State entities, including—
 - I. State entities that administer funds provided under Federal laws related to individuals with disabilities, including the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Older Americans Act of 1965 (42 U.S.C. 3001 et seq.), and titles V and XIX of the Social Security Act (42 U.S.C. 701 et seq. and 1396 et seq.);
 - II. Centers in the State; and
 - III. the State protection and advocacy system; and
 - ii. representatives, at all times, of local and non-governmental agencies, and private nonprofit groups concerned with services for individuals with developmental disabilities in the State in which such agencies and groups are located.
 - B. AUTHORITY AND LIMITATIONS.—The representatives described in subparagraph (A) shall—
 - i. have sufficient authority to engage in policy planning and implementation on behalf of the department, agency, or program such representatives represent; and
 - ii. recuse themselves from any discussion of grants or contracts for which such representatives' departments, agencies, or programs are grantees, contractors, or applicants and comply with the conflict of interest assurance requirement under section 124(c)(5)(D).
5. COMPOSITION OF MEMBERSHIP WITH DEVELOPMENTAL DISABILITIES.—Of the members of the Council described in paragraph (3)—
- A. 1 /3 shall be individuals with developmental disabilities described in paragraph (3)(A)(i);
 - B. 1 /3 shall be parents or guardians of children with developmental disabilities described in paragraph (3)(A)(ii), or immediate relatives or guardians of adults with developmental disabilities described in paragraph (3)(A)(iii); and
 - C. 1 /3 shall be a combination of individuals described in paragraph (3)(A).
6. INSTITUTIONALIZED INDIVIDUALS.—
- A. IN GENERAL.—Of the members of the Council described in paragraph (5), at least 1 shall be an immediate relative or guardian of an individual with a developmental disability who resides or previously resided in an institution or shall be an individual with a developmental disability who resides or previously resided in an institution.
 - B. LIMITATION.—Subparagraph (A) shall not apply with respect to a State if such an individual does not reside in that State.
- c. COUNCIL RESPONSIBILITIES.—

1. **IN GENERAL.**—A Council, through Council members, staff, consultants, contractors, or subgrantees, shall have the responsibilities described in paragraphs (2) through (10).
2. **ADVOCACY, CAPACITY BUILDING, AND SYSTEMIC CHANGE ACTIVITIES.**—The Council shall serve as an advocate for individuals with developmental disabilities and conduct or support programs, projects, and activities that carry out the purpose of this subtitle.
3. **EXAMINATION OF GOALS.**—At the end of each grant year, each Council shall—
 - A. determine the extent to which each goal of the Council was achieved for that year;
 - B. determine to the extent that each goal was not achieved, the factors that impeded the achievement;
 - C. determine needs that require amendment of the 5-year strategic State plan required under section 124;
 - D. separately determine the information on the self-advocacy goal described in section 124(c)(4)(A)(ii); and
 - E. determine customer satisfaction with Council supported or conducted activities.
4. **STATE PLAN DEVELOPMENT.**—The Council shall develop the State plan and submit the State plan to the Secretary after consultation with the designated State agency under the State plan. Such consultation shall be solely for the purposes of obtaining State assurances and ensuring consistency of the plan with State law.
5. **STATE PLAN IMPLEMENTATION.**—
 - A. **IN GENERAL.**—The Council shall implement the State plan by conducting and supporting advocacy, capacity building, and systemic change activities such as those described in subparagraphs (B) through (L).
 - B. **OUTREACH.**—The Council may support and conduct outreach activities to identify individuals with developmental disabilities and their families who otherwise might not come to the attention of the Council and assist and enable the individuals and families to obtain services, individualized supports, and other forms of assistance, including access to special adaptation of generic community services or specialized services.
 - C. **TRAINING.**—The Council may support and conduct training for persons who are individuals with developmental disabilities, their families, and personnel (including professionals, paraprofessionals, students, volunteers, and other community members) to enable such persons to obtain access to, or to provide, community services, individualized supports, and other forms of assistance, including special adaptation of generic community services or specialized services for individuals with developmental disabilities and their families. To the extent that the Council supports or conducts training activities under this subparagraph, such activities shall contribute to the achievement of the purpose of this subtitle.
 - D. **TECHNICAL ASSISTANCE.**—The Council may support and conduct technical assistance activities to assist public and private entities to contribute to the achievement of the purpose of this subtitle.
 - E. **SUPPORTING AND EDUCATING COMMUNITIES.**—The Council may support and conduct activities to assist neighborhoods and communities to respond positively to individuals with developmental disabilities and their families—
 - i. by encouraging local networks to provide informal and formal supports;

- ii. through education; and
 - iii. by enabling neighborhoods and communities to offer such individuals and their families access to and use of services, resources, and opportunities.
- F. INTERAGENCY COLLABORATION AND COORDINATION.—The Council may support and conduct activities to promote interagency collaboration and coordination to better serve, support, assist, or advocate for individuals with developmental disabilities and their families.
- G. COORDINATION WITH RELATED COUNCILS, COMMITTEES, AND PROGRAMS.—The Council may support and conduct activities to enhance coordination of services with—
- i. other councils, entities, or committees, authorized by Federal or State law, concerning individuals with disabilities (such as the State interagency coordinating council established under subtitle C of the Individuals with Disabilities Education Act (20 U.S.C. 1431 et seq.), the State Rehabilitation Council and the Statewide Independent Living Council established under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), the State mental health planning council established under subtitle B of title XIX of the Public Health Service Act (42 U.S.C. 300x-1 et seq.), and the activities authorized under section 101 or 102 of the Assistive Technology Act of 1998 (29 U.S.C. 3011, 3012), and entities carrying out other similar councils, entities, or committees);
 - ii. parent training and information centers under part D of the Individuals with Disabilities Education Act (20 U.S.C. 1451 et seq.) and other entities carrying out federally funded projects that assist parents of children with disabilities; and
 - iii. other groups interested in advocacy, capacity building, and systemic change activities to benefit individuals with disabilities.
- H. BARRIER ELIMINATION, SYSTEMS DESIGN AND REDESIGN.—The Council may support and conduct activities to eliminate barriers to access and use of community services by individuals with developmental disabilities, enhance systems design and redesign, and enhance citizen participation to address issues identified in the State plan.
- I. COALITION DEVELOPMENT AND CITIZEN PARTICIPATION.—The Council may support and conduct activities to educate the public about the capabilities, preferences, and needs of individuals with developmental disabilities and their families and to develop and support coalitions that support the policy agenda of the Council, including training in self-advocacy, education of policymakers, and citizen leadership skills.
- J. INFORMING POLICYMAKERS.—The Council may support and conduct activities to provide information to policymakers by supporting and conducting studies and analyses, gathering information, and developing and disseminating model policies and procedures, information, approaches, strategies, findings, conclusions, and recommendations. The Council may provide the information directly to Federal, State, and local policymakers, including Congress, the Federal executive branch, the Governors, State legislatures, and State agencies, in order to increase the ability of such policymakers to offer opportunities and to enhance or adapt generic services to meet the needs of, or provide specialized services to, individuals with developmental disabilities and their families.
- K. DEMONSTRATION OF NEW APPROACHES TO SERVICES AND SUPPORTS.—

- i. resources made available to carry out activities to assist individuals with developmental disabilities that are directly attributable to Council actions; and
 - ii. resources made available for such activities that are undertaken by the Council in collaboration with other entities; and
 - I. a description of the method by which the Council will widely disseminate the annual report to affected constituencies and the general public and will assure that the report is available in accessible formats.
8. BUDGET.—Each Council shall prepare, approve, and implement a budget using amounts paid to the State under this subtitle to fund and implement all programs, projects, and activities carried out under this subtitle, including—
- A.
 - i. conducting such hearings and forums as the Council may determine to be necessary to carry out the duties of the Council; and
 - ii. as determined in Council policy—
 - I. reimbursing members of the Council for reasonable and necessary expenses (including expenses for child care and personal assistance services) for attending Council meetings and performing Council duties;
 - II. paying a stipend to a member of the Council, if such member is not employed or must forfeit wages from other employment, to attend Council meetings and perform other Council duties;
 - III. supporting Council member and staff travel to authorized training and technical assistance activities including in-service training and leadership development activities; and
 - IV. carrying out appropriate subcontracting activities;
 - B. hiring and maintaining such numbers and types of staff (qualified by training and experience) and obtaining the services of such professional, consulting, technical, and clerical staff (qualified by training and experience), consistent with State law, as the Council determines to be necessary to carry out the functions of the Council under this subtitle, except that such State shall not apply hiring freezes, reductions in force, prohibitions on travel, or other policies to the staff of the Council, to the extent that such policies would impact the staff or functions funded with Federal funds, or would prevent the Council from carrying out the functions of the Council under this subtitle; and
 - C. directing the expenditure of funds for grants, contracts, interagency agreements that are binding contracts, and other activities authorized by the State plan approved under section 124.
9. STAFF HIRING AND SUPERVISION.—The Council shall, consistent with State law, recruit and hire a Director of the Council, should the position of Director become vacant, and supervise and annually evaluate the Director. The Director shall hire, supervise, and annually evaluate the staff of the Council. Council recruitment, hiring, and dismissal of staff shall be conducted in a manner consistent with Federal and State nondiscrimination laws. Dismissal of personnel shall be conducted in a manner consistent with State law and personnel policies.
10. STAFF ASSIGNMENTS.—The staff of the Council, while working for the Council, shall be responsible solely for assisting the Council in carrying out the duties of the Council under this

subtitle and shall not be assigned duties by the designated State agency or any other agency or entity of the State.

11. CONSTRUCTION.—Nothing in this title shall be construed to authorize a Council to direct, control, or exercise any policymaking authority or administrative authority over any program assisted under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.) or the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.).
- d. DESIGNATED STATE AGENCY.—
 1. IN GENERAL.—Each State that receives assistance under this subtitle shall designate a State agency that shall, on behalf of the State, provide support to the Council. After the date of enactment of the Developmental Disabilities Assistance and Bill of Rights Act Amendments of 1994 (Public Law 103–230), any designation of a State agency under this paragraph shall be made in accordance with the requirements of this subsection.
 2. DESIGNATION.—
 - A. TYPE OF AGENCY.—Except as provided in this sub-section, the designated State agency shall be—
 - i. the Council if such Council may be the designated State agency under the laws of the State;
 - ii. a State agency that does not provide or pay for services for individuals with developmental disabilities; or
 - iii. a State office, including the immediate office of the Governor of the State or a State planning office.
 - B. CONDITIONS FOR CONTINUATION OF STATE SERVICE AGENCY DESIGNATION.—
 - i. DESIGNATION BEFORE ENACTMENT.—If a State agency that provides or pays for services for individuals with developmental disabilities was a designated State agency for purposes of part B of the Developmental Disabilities Assistance and Bill of Rights Act on the date of enactment of the Developmental Disabilities Assistance and Bill of Rights Act Amendments of 1994, and the Governor of the State (or the legislature, where appropriate and in accordance with State law) determines prior to June 30, 1994, not to change the designation of such agency, such agency may continue to be a designated State agency for purposes of this subtitle.
 - ii. CRITERIA FOR CONTINUED DESIGNATION.—The determination, at the discretion of the Governor (or the legislature, as the case may be), shall be made after—
 - I. the Governor has considered the comments and recommendations of the general public and a majority of the non-State agency members of the Council with respect to the designation of such State agency; and
 - II. the Governor (or the legislature, as the case may be) has made an independent assessment that the designation of such agency will not interfere with the budget, personnel, priorities, or other action of the Council, and the ability of the Council to serve as an independent advocate for individuals with developmental disabilities.
 - C. REVIEW OF DESIGNATION.—The Council may request a review of and change in the designation of the designated State agency by the Governor (or the legislature, as the case may be). The Council shall provide documentation concerning the reason the Council desires a

change to be made and make a recommendation to the Governor (or the legislature, as the case may be) regarding a preferred designated State agency.

D. **APPEAL OF DESIGNATION.**—After the review is completed under subparagraph (C), a majority of the non-State agency members of the Council may appeal to the Secretary for a review of and change in the designation of the designated State agency if the ability of the Council to serve as an independent advocate is not assured because of the actions or inactions of the designated State agency.

3. **RESPONSIBILITIES.**—

A. **IN GENERAL.**—The designated State agency shall, on behalf of the State, have the responsibilities described in subparagraphs (B) through (G).

B. **SUPPORT SERVICES.**—The designated State agency shall provide required assurances and support services as requested by and negotiated with the Council.

C. **FISCAL RESPONSIBILITIES.**—The designated State agency shall—

i. receive, account for, and disburse funds under this subtitle based on the State plan required in section 124; and

ii. provide for such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, funds paid to the State under this subtitle.

D. **RECORDS, ACCESS, AND FINANCIAL REPORTS.**—The designated State agency shall keep and provide access to such records as the Secretary and the Council may determine to be necessary. The designated State agency, if other than the Council, shall provide timely financial reports at the request of the Council regarding the status of expenditures, obligations, and liquidation by the agency or the Council, and the use of the Federal and non-Federal shares described in section 126, by the agency or the Council.

E. **NON-FEDERAL SHARE.**—The designated State agency, if other than the Council, shall provide the required non-Federal share described in section 126(c).

F. **ASSURANCES.**—The designated State agency shall assist the Council in obtaining the appropriate State plan assurances and in ensuring that the plan is consistent with State law.

G. **MEMORANDUM OF UNDERSTANDING.**—On the request of the Council, the designated State agency shall enter into a memorandum of understanding with the Council delineating the roles and responsibilities of the designated State agency.

4. **USE OF FUNDS FOR DESIGNATED STATE AGENCY RESPONSIBILITIES.**—

A. **CONDITION FOR FEDERAL FUNDING.**—

i. **IN GENERAL.**—The Secretary shall provide amounts to a State under section 124(c)(5)(B)(vi) for a fiscal year only if the State expends an amount from State sources for carrying out the responsibilities of the designated State agency under paragraph (3) for the fiscal year that is not less than the total amount the State expended from such sources for carrying out similar responsibilities for the previous fiscal year.

ii. **EXCEPTION.**—Clause (i) shall not apply in a year in which the Council is the designated State agency.

B. **SUPPORT SERVICES PROVIDED BY OTHER AGENCIES.**—With the agreement of the designated State agency, the Council may use or contract with agencies other than the designated State agency to perform the functions of the designated State agency.

SEC. 126. FEDERAL AND NON-FEDERAL SHARE. [42 USC 15026]

- a. **AGGREGATE COST.**—
1. **IN GENERAL.**—Except as provided in paragraphs (2) and (3), the Federal share of the cost of all projects in a State supported by an allotment to the State under this subtitle may not be more than 75 percent of the aggregate necessary cost of such projects, as determined by the Secretary.
 2. **URBAN OR RURAL POVERTY AREAS.**—In the case of projects whose activities or products target individuals with developmental disabilities who live in urban or rural poverty areas, as determined by the Secretary, the Federal share of the cost of all such projects may not be more than 90 percent of the aggregate necessary cost of such projects, as determined by the Secretary.
 3. **STATE PLAN ACTIVITIES.**—In the case of projects undertaken by the Council or Council staff to implement State plan activities, the Federal share of the cost of all such projects may be not more than 100 percent of the aggregate necessary cost of such activities.
- b. **NONDUPLICATION.**—In determining the amount of any State's Federal share of the cost of such projects incurred by such State under a State plan approved under section 124, the Secretary shall not consider—
1. any portion of such cost that is financed by Federal funds provided under any provision of law other than section 122; and
 2. the amount of any non-Federal funds required to be expended as a condition of receipt of the Federal funds described in paragraph (1).
- c. **NON-FEDERAL SHARE.**—
1. **IN-KIND CONTRIBUTIONS.**—The non-Federal share of the cost of any project supported by an allotment under this subtitle may be provided in cash or in kind, fairly evaluated, including plant, equipment, or services.
 2. **CONTRIBUTIONS OF POLITICAL SUBDIVISIONS AND PUBLIC OR PRIVATE ENTITIES.**—
 - A. **IN GENERAL.**—Contributions to projects by a political subdivision of a State or by a public or private entity under an agreement with the State shall, subject to such limitations and conditions as the Secretary may by regulation prescribe under section 104(b), be considered to be contributions by such State, in the case of a project supported under this subtitle.
 - B. **STATE CONTRIBUTIONS.**—State contributions, including contributions by the designated State agency to provide support services to the Council pursuant to section 125(d)(4), may be counted as part of such State's non-Federal share of the cost of projects supported under this subtitle.
 3. **VARIATIONS OF THE NON-FEDERAL SHARE.**—The non-Federal share required of each recipient of a grant from a Council under this subtitle may vary.

SEC. 127. WITHHOLDING OF PAYMENTS FOR PLANNING, ADMINISTRATION, AND SERVICES. [42 USC 15027]

Whenever the Secretary, after providing reasonable notice and an opportunity for a hearing to the Council and the designated State agency, finds that—

1. the Council or agency has failed to comply substantially with any of the provisions required by section 124 to be included in the State plan, particularly provisions required by paragraphs (4)(A) and (5)(B)(vii) of section 124(c), or with any of the provisions required by section 125(b)(3); or

2. the Council or agency has failed to comply substantially with any regulations of the Secretary that are applicable to this subtitle,

the Secretary shall notify such Council and agency that the Secretary will not make further payments to the State under section 122 (or, in the discretion of the Secretary, that further payments to the State under section 122 for activities for which there is such failure), until the Secretary is satisfied that there will no longer be such failure. Until the Secretary is so satisfied, the Secretary shall make no further payments to the State under section 122, or shall limit further payments under section 122 to such State to activities for which there is no such failure.

SEC. 128. APPEAL BY STATES [42 USC 15028]

- a. **APPEAL.**—If any State is dissatisfied with the Secretary's action under section 124(d)(3) or 127, such State may appeal to the United States court of appeals for the circuit in which such State is located, by filing a petition with such court not later than 60 days after such action.
- b. **FILING.**—The clerk of the court shall transmit promptly a copy of the petition to the Secretary, or any officer designated by the Secretary for that purpose. The Secretary shall file promptly with the court the record of the proceedings on which the Secretary based the action, as provided in section 2112 of title 28, United States Code.
- c. **JURISDICTION.**—Upon the filing of the petition, the court shall have jurisdiction to affirm the action of the Secretary or to set the action aside, in whole or in part, temporarily or permanently. Until the filing of the record, the Secretary may modify or set aside the order of the Secretary relating to the action.
- d. **FINDINGS AND REMAND.**—The findings of the Secretary about the facts, if supported by substantial evidence, shall be conclusive, but the court, for good cause shown, may remand the case involved to the Secretary for further proceedings to take further evidence. On remand, the Secretary may make new or modified findings of fact and may modify the previous action of the Secretary, and shall file with the court the record of the further proceedings. Such new or modified findings of fact shall likewise be conclusive if supported by substantial evidence.
- e. **FINALITY.**—The judgment of the court affirming or setting aside, in whole or in part, any action of the Secretary shall be final, subject to review by the Supreme Court of the United States upon certiorari or certification as provided in section 1254 of title 28, United States Code.
- f. **EFFECT.**—The commencement of proceedings under this section shall not, unless so specifically ordered by a court, operate as a stay of the Secretary's action.

SEC. 129. AUTHORIZATION OF APPROPRIATIONS [42 USC 15029]

- a. **FUNDING FOR STATE ALLOTMENTS.**—Except as described in subsection (b), there are authorized to be appropriated for allotments under section 122 \$76,000,000 for fiscal year 2001 and such sums as may be necessary for each of fiscal years 2002 through 2007.
- b. **RESERVATION FOR TECHNICAL ASSISTANCE.**—
 1. **LOWER APPROPRIATION YEARS.**—For any fiscal year for which the amount appropriated under subsection (a) is less than \$76,000,000, the Secretary shall reserve funds in accordance with section 163(c) to provide technical assistance to entities funded under this subtitle.

2. HIGHER APPROPRIATION YEARS.—For any fiscal year for which the amount appropriated under subsection (a) is not less than \$76,000,000, the Secretary shall reserve not less than \$300,000 and not more than 1 percent of the amount appropriated under subsection (a) to provide technical assistance to entities funded under this subtitle.

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THE DEVELOPMENTAL DISABILITIES ASSISTANCE AND BILL OF RIGHTS ACT OF 2000 (315.58 KB)

Lanterman Developmental Disabilities Services Act

CALIFORNIA WELFARE AND INSTITUTIONS CODE DIVISION 4.5. SERVICES FOR THE DEVELOPMENTALLY DISABLED CHAPTER 2. STATE COUNCIL ON DEVELOPMENTAL DISABILITIES ARTICLE 5. STATE COUNCIL FUNCTIONS

4540. In order to comply with the intent and requirements of this division and Public Law 106-402 (42 U.S.C. Sec. 15001 et seq.), the state council, in addition to any other responsibilities established under this division and to the extent that resources are available, shall do all of the following:

(a) Serve as the "state planning council" responsible for developing the "California Developmental Disabilities State Plan," in accordance with requirements issued by the United States Secretary of Health and Human Services, monitoring and evaluating the implementation of this plan, reviewing and commenting on other plans and programs in the state affecting persons with developmental disabilities, and submitting these reports as the United States Secretary of Health and Human Services may reasonably request.

(b) Serve as the official agency responsible for planning the provision of the federal funds allotted to the state under Public Law 106-402 (42 U.S.C. Sec. 15001 et seq.), and apportion these funds among agencies and area developmental disabilities boards in compliance with applicable state and federal law.

(c) Prepare and approve a budget, for the use of amounts paid to the state to hire any staff and to obtain the services of any professional, technical, or clerical personnel consistent with state and federal law, as the council determines to be necessary to carry out its functions.

(d) (1) Conduct activities related to meeting the objectives of the state plan. To the extent that resources are available, these activities shall include all of the following:

(A) Through support of the area boards, engaging in geographically based outreach and individual and systemic advocacy to assist and enable individuals and families to obtain services, supports, and other forms of assistance.

(B) Support and conduct technical assistance activities to assist public and private entities to contribute to the objectives of the state plan.

(C) Support and conduct activities to promote interagency collaboration and coordination at the state and local levels.

(D) Support and conduct activities to educate the public about the capabilities, preferences, and needs of individuals with developmental disabilities and their families, and to develop and support coalitions that support the policy agenda of the council, including training in self-advocacy, education of policymakers, and citizen leadership roles.

(E) Support and conduct activities to provide information to policymakers.

(2) These activities may also include, but shall not be limited to, all of the following:

(A) Support and conduct training for persons with developmental disabilities, their families, and personnel, to enable these

individuals to obtain access to, or to provide, community services, individualized supports, and other forms of assistance.

(B) Support and conduct activities to assist neighborhoods and communities to respond positively to individuals with disabilities and their families.

(C) Support and conduct activities to eliminate barriers to access and use of community services by individuals with developmental disabilities, enhance system design and redesign, and enhance citizen participation.

(D) Support and conduct, on a time-limited basis, activities to demonstrate new approaches to serving individuals with developmental disabilities that are a part of an overall strategy for systemic change.

(e) Conduct other activities, including, but not limited to, public hearings and forums and the evaluation and issuance of public reports on the programs identified in the state plan, as may be necessary to carry out the duties of the state council.

(f) Review and comment on pertinent portions of the proposed plans and budgets of all state agencies serving persons with developmental disabilities to include, but not be limited to, the State Department of Education, the Department of Rehabilitation, and the State Department of Developmental Services. This review may include public hearings prior to the submission of the Governor's Budget to the Legislature, with advice directed to the Governor, and after introduction of the Governor's Budget, with advice directed to the Legislature.

(g) Prepare an annual written report of its activities, its recommendations, and an evaluation of the efficiency of the administration of this division to the Governor and the Legislature.

This report shall include both the statewide activities of the state council and the local activities of the area boards.

(h) Review and publicly comment on significant regulations proposed to be promulgated by any state agency in the implementation of this division.

(i) Monitor the execution of this division and report directly to the Governor and the Legislature any delay in the rapid execution of this division.

(j) Be responsible for monitoring and evaluating the effectiveness of appeals procedures established in this division.

(k) Provide testimony to legislative committees reviewing fiscal or policy matters pertaining to persons with developmental disabilities.

(l) Conduct, or cause to be conducted, investigations or public hearings to resolve disagreements between state agencies, or between state and regional or local agencies, or between persons with developmental disabilities and agencies receiving state funds. These investigations or public hearings shall be conducted at the discretion of the state council only after all other appropriate administrative procedures for appeal, as established in state and federal law, have been fully utilized.

Except as otherwise provided in this division, the state council shall not engage in the administration of the day-to-day operation of service programs identified in the state plan, nor in the financial management and accounting of funds. These activities shall be performed by appropriate agencies designated in the state plan.

(m) To the greatest extent possible, area boards shall participate in conducting the activities described in this section.

State Council On Developmental Disabilities
2011/12 Fiscal Year - Authorized Positions By Funding Source As of March 1, 2013
(Total Positions Tie to 2012/13 FY of 2013/14 Schedule 8 Reconciliation Worksheet)
"PCA Funding Codes Are As of August 22, 2012"

Employee	Position #	Classification	CBID	Time Base	PCA Funding Code %		
					BSG	QA	CRA/VAS
HEADQUARTERS:							
Vacant (Eff. Jul 11)	792-100-0618-001	Planning & Program Specialist	E97	1.0	100.0%		
Vacant (Eff. Mar 09)	792-100-0619-001	Deputy Dir., Commun. & Leg.	E99	1.0	100.0%		
Brett, Michael	792-100-1139-002	Office Technician - Typing	R04	1.0	100.0%		
Vacant (Eff. Dec 12)	792-100-1139-006	Office Technician - Typing	R04	1.0	80.0%	10.0%	10.0%
Johnson, Thomas	792-100-1139-005	Office Technician - Typing	R04	1.0	70.0%	15.0%	15.0%
Eudy, Tammy	792-100-1441-002	Office Assistant - General	R04	1.0	70.0%	15.0%	15.0%
Rollins, Kevin	792-100-1470-001	Assoc. Info. Systems Analyst	R01	1.0	70.0%	15.0%	15.0%
Maitino, Robin	792-100-1728-001	Executive Assistant	C04	1.0	100.0%		
Polit, Mark*	792-100-3094-001	Deputy Dir., Policy & Planning	E99	1.0	100.0%		
Vac. (Eff. Jun 11)	792-100-3095-001	Chief Deputy Director	E99	1.0	100.0%		
Danti, Mike	792-100-4800-017	Staff Services Manager I	S01	1.0	70.0%	15.0%	15.0%
Keszthelyi, Szandra	792-100-4800-023	Staff Services Manager I	S01	1.0	70.0%	15.0%	15.0%
Steele, Ed (R/A)	792-100-4800-910	Staff Services Manager I	S01	0.0	100.0%		
Vacant (Eff. Oct 12)	792-100-5090-001	Executive Director	E99	1.0	100.0%		
Garcia, Julian	792-100-5157-003	Staff Services Analyst	R01	1.0	70.0%	15.0%	15.0%
Sanders, Charlene	792-100-5393-001	Assoc. Govtl. Program Analyst	R01	1.0	70.0%	15.0%	15.0%
Allensworth, Kristie	792-100-5393-005	Assoc. Govtl. Program Analyst	R01	1.0	70.0%	15.0%	15.0%
Corral, Melissa	792-100-5795-001	Staff Counsel III - Specialist	R02	1.0	40.0%	30.0%	30.0%
Alipourfard, Karim	792-100-8352-004	Community Program Spec. II	R01	1.0	100.0%		
Nolan, Mary Agnes**	792-100-8352-005	Community Program Spec. II	R01	1.0	100.0%		
Vacant (Eff. Oct 09)***	792-100-9440-001	Legislative & Public Info. Mgr.	E97	1.0	100.0%		
TOTAL HEADQUARTERS				20.0			
*Mark Polit was appointed to this position by the Governor effective 9-17-12.							
** Ms. Nolan was appointed to this position (Self-Advocacy Coordinator) effective 1-31-13.							
***Dan Kysor's appointment to this position pending action by the Governor's Appointment Secretary.							
AREA BOARD 1:							
Nelson, Lisa	792-101-1139-001	Office Technician -Typing	R04	1.0	70.0%	30.0%	
Morley, Dawn	792-101-5098-001	Executive Director I	E98	1.0	70.0%	30.0%	
Kindley, Deborah	792-101-8352-003	Community Program Spec. II	R01	1.0		100.0%	
Gorny, Denise	792-101-8352-005	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 1				4.0			
AREA BOARD 2:							
Aaron-Miller, Lisa	792-102-1139-801	Office Technician-Typing	R04	1.0	100.0%		
May, Sarah	792-102-5098-001	Executive Director I	E98	1.0	100.0%		
Carlton, Betty	792-102-8352-003	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 2				3.0			
AREA BOARD 3:							
Luoma, Sheryl	792-103-1139-006	Office Technician -Typing	R04	1.0	70.0%	30.0%	
Rosenberg, Michael	792-103-5099-001	Executive Director II	E98	1.0	70.0%	30.0%	
Castellucci, Ruby	792-103-8352-003	Community Program Spec. II	R01	1.0	100.0%		
Bingaman, Sonya	792-103-8352-006	Community Program Spec. II	R01	1.0		100.0%	
Vacant (Eff. Feb 13)	792-103-8352-008	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 3				5.0			

State Council On Developmental Disabilities
2011/12 Fiscal Year - Authorized Positions By Funding Source As of March 1, 2013
(Total Positions Tie to 2012/13 FY of 2013/14 Schedule 8 Reconciliation Worksheet)
"PCA Funding Codes Are As of August 22, 2012"

<u>Employee</u>	<u>Position #</u>	<u>Classification</u>	<u>CBID</u>	<u>Time Base</u>	<u>PCA Funding Code %</u>		
					<u>BSG</u>	<u>QA</u>	<u>CRA/VAS</u>
<u>AREA BOARD 4:</u>							
Sloane, Michele	792-104-1139-001	Office Technician -Typing	R04	0.5			100.0%
Tigh, Robin	792-104-1139-003	Office Technician -Typing	R04	1.0	75.0%		25.0%
Phillips, Robert	792-104-5099-001	Executive Director II	E98	1.0	75.0%		25.0%
Ruder, Cindy	792-104-8352-002	Community Program Spec. II	R01	1.0	100.0%		
Long, Donald (VAS)	792-104-8352-005	Community Program Spec. II	R01	1.0			100.0%
Weare, Tobias (CRA)	792-104-8352-008	Community Program Spec. II	R01	1.0			100.0%
TOTAL AB 4				5.5			
<u>AREA BOARD 5:</u>							
Schultz, Susan	792-105-1139-001	Office Technician -Typing	R04	1.0	70.0%	30.0%	
Vacant (Eff. Jan 13)*	792-105-5098-001	Executive Director I	E98	1.0	70.0%	30.0%	
Craig, Denis	792-105-8352-001	Community Program Spec. II	R01	1.0	100.0%		
Wiley, Miriam	792-105-8352-002	Community Program Spec. II	R01	1.0		100.0%	
Usac, Ronaldo	792-105-8352-003	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 5				5.0			
<u>AREA BOARD 6:</u>							
Tacan-Regan, Marigene	792-106-1139-701	Office Technician-Typing	R04	1.0	70.0%	30.0%	
Hernandez, Dena	792-106-5098-001	Executive Director I	E98	1.0	70.0%	30.0%	
Lewis, George	792-106-8352-004	Community Program Spec. II	R01	1.0		100.0%	
Fromm, Neil	792-106-8352-005	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 6				4.0			
<u>AREA BOARD 7:</u>							
Sigal, Rossana	792-107-1139-002	Office Technician -Typing	R04	1.0	70.0%	30.0%	
Vacant (Eff. Dec 12)*	792-107-5098-001	Executive Director I	E98	1.0	70.0%	30.0%	
Maher, Mary	792-107-8352-001	Community Program Spec. II	R01	1.0	100.0%		
Grady, David	792-107-8352-002	Community Program Spec. II	R01	1.0		100.0%	
Lucas, Jennifer	792-107-8352-006	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 7				5.0			
<u>AREA BOARD 8:</u>							
Kroencke, Heather	792-108-1139-002	Office Technician -Typing	R04	1.0	75.0%		25.0%
Wilson, Constance	792-108-1139-003	Office Technician -Typing	R04	1.0			100.0%
Bowling, Joseph	792-108-5099-001	Executive Director II	E98	1.0	75.0%		25.0%
Adams-Denner, Robin (CRA)	792-108-8352-002	Community Program Spec. II	R01	1.0			100.0%
Vacant CRA (Eff. Dec 12)	792-108-8352-008	Community Program Spec. II	R01	1.0			100.0%
Vacant (Eff. Aug 12)	792-108-8352-009	Community Program Spec. II	R01	1.0	100.0%		
Joest, Dawn	792-108-8352-011	Community Program Spec. II	R01	1.0	100.0%		
De Elva, Kelly (VAS)	792-108-8352-012	Community Program Spec. II	R01	1.0			100.0%
TOTAL AB 8				8.0			
<u>AREA BOARD 9:</u>							
Gonzales, Mallory	792-109-1139-001	Office Technician-Typing	R04	1.0	100.0%		
Bacigalupo, Anastasia	792-109-5098-001	Executive Director I	E98	1.0	100.0%		
Lopes, Carol	792-109-8352-001	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 9				3.0			

State Council On Developmental Disabilities
2011/12 Fiscal Year - Authorized Positions By Funding Source As of March 1, 2013
(Total Positions Tie to 2012/13 FY of 2013/14 Schedule 8 Reconciliation Worksheet)
"PCA Funding Codes Are As of August 22, 2012"

<u>Employee</u>	<u>Position #</u>	<u>Classification</u>	<u>CBID</u>	<u>Time Base</u>	<u>PCA Funding Code %</u>		
					<u>BSG</u>	<u>QA</u>	<u>CRA/VAS</u>
AREA BOARD 10:							
Pio de Roda, Dinah	792-110-1139-001	Office Technician -Typing	R04	1.0			
Bchtikian, Marina	792-110-1139-002	Office Technician -Typing	R04	1.0	100.0%	100.0%	
Villanueva, Jenny	792-110-1441-002	Office Assistant - General	R04	0.5			100.0%
Rastatter, Therese	792-110-1441-003	Office Assistant - General	R04	1.0			
Newton, Roberta	792-110-5099-001	Executive Director II	E98	1.0	45.0%	100.0%	25.0%
Tolbert, Christine (CRA)	792-110-8352-001	Community Program Spec. II	R01	1.0			100.0%
Hamlett, Thomas	792-110-8352-004	Community Program Spec. II	R01	1.0		100.0%	
Goodman, Melody	792-110-8352-005	Community Program Spec. II	R01	1.0	50.0%	50.0%	
Zermeno, David (VAS)	792-110-8352-007	Community Program Spec. II	R01	1.0			100.0%
Arroyo, Christopher	792-110-8352-011	Community Program Spec. II	R01	1.0	100.0%		
Harrell, Bruce	792-110-8352-012	Community Program Spec. II	R01	1.0	50.0%	50.0%	
Eby-McKenzie, Julie	792-110-8352-014	Community Program Spec. II	R01	1.0	50.0%	50.0%	
TOTAL AB 10				11.5			
AREA BOARD 11:							
Eastman, Susan	792-111-5099-001	Executive Director II	E98	1.0	75.0%		25.0%
Skvirsky-Bohn, Gail (VAS)	792-111-8352-005	Community Program Spec. II	R01	1.0			100.0%
Von Thenen, Scarlett	792-111-8352-006	Community Program Spec. II	R01	1.0	100.0%		
St. Pierre, Laurie (CRA)	792-111-8352-009	Community Program Spec. II	R01	1.0			100.0%
Cruz-Zinn, Yolanda	792-111-8352-010	Community Program Spec. II	R01	1.0	100.0%		
TOTAL AB 11				5.0			
AREA BOARD 12:							
Robinson, Florence	792-112-1139-001	Office Technician -Typing	R04	1.0	45.0%	30.0%	25.0%
Smith, Vicki	792-112-5099-001	Executive Director II	E98	1.0	45.0%	30.0%	25.0%
Puccio, Robbin (CRA)	792-112-8352-004	Community Program Spec. II	R01	1.0			100.0%
Meehan, Shannon	792-112-8352-007	Community Program Spec. II	R01	1.0	100.0%		
Foots-Rachal, Tamica (VAS)	792-112-8352-008	Community Program Spec. II	R01	0.5			100.0%
Decker, John	792-112-8353-003	Community Program Spec. I	R01	1.0		100.0%	
TOTAL AB 12				5.5			
AREA BOARD 13:							
Williams, Michael	792-113-1139-001	Office Technician -Typing	R04	1.0	70.0%	30.0%	
Stives, Mary Ellen	792-113-5098-001	Executive Director I	E98	1.0	70.0%	30.0%	
Geving, Michele	792-113-8352-002	Community Program Spec. II	R01	0.5	100.0%		
Marshall, Deborah	792-113-8352-006	Community Program Spec. II	R01	1.0	100.0%		
Dow, Nancy	792-113-8352-009	Community Program Spec. II	R01	1.0		100.0%	
TOTAL AB 13				4.5			
AREA BOARD OPERATIONS:							
Vacant (Eff. Mar 10)	792-114-0342-001	Deputy Director for ABO	E98	1.0	45.0%	30.0%	25.0%
Bins, Holly	792-114-8362-001	Community Program Spec. III	S01	1.0			100.0%
Villanueva, Ruby	792-114-8362-002	Comm. Prog. Spec. III - Supvr.	S01	1.0		100.0%	
TOTAL AB OPERATIONS				3.0			
DEPARTMENT TOTALS				92.0			

State Council on Developmental Disabilities

Vacancy Report as of 3/1/13

Staff Positions	Status	Notes (Position Funding, etc.)	First Month No Expenditures*	Number Of Months Vacant**
Headquarters				
▪ Executive Director (Exempt-FT)	Vacant	100% BSG	Oct 12	6 Months
▪ Planning & Prog. Spec. (Exempt-FT)	Vacant	100% BSG	Jul 11	21 Months
▪ Deputy Dir., Communications & Leg. (Exempt-FT)	Vacant	100% BSG	Mar 09	49 Months
▪ Office Technician – Typ. (FT)	Vacant	80% BSG, 10% QA & 10% CRANVAS	Dec 12	4 Months
▪ Chief Deputy Director (Exempt-FT)	Vacant	100% BSG	Jun 11	22 Months
▪ Legislative & Public Info. Mgr. (Exempt-FT)	Vacant***	100% BSG	Oct 09	42 Months
Area Board Operations				
▪ Deputy Dir., ABO (Exempt-FT)	Vacant	45% BSG, 30% QA & 25% CRANVAS	Mar 10	37 Months
Area Board 3				
▪ CPS II (FT)	Vacant	100% BSG	Feb 13	2 Month
Area Board 5				
▪ Executive Director I (Exempt-FT)	Vacant	70% BSG & 30% QA	Jan 13	3 Month
Area Board 7				
▪ Executive Director I (Exempt-FT)	Vacant	70% BSG & 30% QA	Dec 12	4 Months
Area Board 8				
▪ CPS II (FT)	Vacant	100% BSG	Aug 12	8 Months
▪ CPS II (FT)	Vacant	100% CRA	Dec 12	4 Months

*Note: This is the first full month a vacant position does not have pay (expenditures) posted against it. Per Government Code 12439, except for exempt positions, positions with no expenditures for six consecutive pay periods shall be abolished by the Controller on the following July 1. The six consecutive monthly pay periods may occur entirely within one fiscal year or between two consecutive fiscal years.

**Number of months vacant including the current month of March.

***Dan Kysor's appointment to this position is pending action by the Governor's Appointments Secretary.

Employment First Committee

DRAFT Meeting Minutes of February 5, 2013
Sacramento, California

Members Present

Tony Anderson
Lisa Cooley
Denyse Curtright
Chris Foisy for Dennis Petrie
Kathleen Derby
Sharon Galloway for Robin Hansen
Connie Lapin
Bill Moore
Andrew Mudryk
David Mulvey
Kecia Weller, Chairperson
Amy Westling
Barbara Wheeler
Cindy White

Members Absent

Daniel Boomer
Rachel Chen
Dale Dutton
Olivia Raynor
Debbie Sarmento
Rachel Steward
Robert Taylor

Others Present

Michael Brett, Staff
Marissa Clark
Eric Glunt
Sharon Hanson
Mark Polit, Staff
Mary Agnes Nolan, Staff
Sam Seaton, Pride Industries
Ruby Villanueva, Staff
Edward White

Call to Order

Kecia Weller, Chairperson, called the meeting to order at 10:34pm

Welcome and Introductions

Kecia Weller shared her excitement to be chairing the Employment First Committee. Those attending in person introduced themselves.

Quorum

A quorum was established

Approval of Minutes of December 18, 2012

Motion was carried to approve minutes without modifications

MOTION TO ACCEPT: *Lisa Cooley* **SECONDED:** *Bill Moore* **APPROVE:** 12 **OPPOSE:** 0 **ABSTAIN:** 2 (*Connie Lapin, Barbara Wheeler*)

Public Comments

No public comments were presented

Proposal – Self-Advocate Interviews

Kecia Weller presented information on the *Self-Advocacy Team Data Collection Project* intended to interview 400 self advocates, between the ages of 18-30 years old. The interviews would determine their interest regarding integrated competitive employment (ICE) and get first hand information about their experience with employment and seeking employment. There will be four (4) self advocate leaders on the team conducting these interviews: **Cindy White, Lisa Cooley, Robert Taylor** and **Kecia Weller**. The team asked for input and recommendations from the Employment First Committee.

Barbara Wheeler expressed her gratification that such an endeavor is being attempted and shared the importance of the team **clearly identifying its focus** and knowing exactly what **data they are attempting to capture**. She suggested that **quantitative data** is available from other sources, but the self-advocates are in a unique position to gather **qualitative data**, such as stories and perception. Ensuring the **integrity of the data collection process** should be a priority, while understanding that it is from the analysis of the discussion that you obtain valuable information.

Barbara made the following suggestions:

- Due to the size of the sample group intended on being interviewed and the time and commitment that would be required by the team leaders, interview people in small 10 person focus groups.
- Understand how you are going to identify people being interviewed
- Record interviews (takes time to analyze data and themes, but recording the interviews will make certain all comments are considered).
- Make some of your questions open ended
- Use terms that are easily understood (ex, ask “how much do you get paid”, instead of “do you make more than minimum wage”)
- Interviewees may not be able to provide certain information immediately, so find a way to get the information after the focus group has met.

Bill Moore added the need to understand the intended outcome of the interviews and asked how the information is to be used, so that the findings are related specifically to the work of the EFC.

Sharon Galloway expressed the need to focus questions on barriers and transition issues as it is important to know what is preventing people from obtaining or even seeking employment. That way the analysis could identify common themes. Asking about pre-vocational training is recommended.

Connie Lapin shared concern about using the term pre-vocational as it means different things to different people. Instead she suggested asking, “What helped you get ready for work experience?” Connie also suggested that questions about transition are important. Connie is willing to help get families on board with this data collection process.

Denyse Curtright offered to provide demographic data (by ethnicity, disability, residence type, etc.) on working RC consumers.

Finally, the EFC agreed that collecting compelling stories from self-advocates is a meaningful undertaking that can support the EFC's work, affect policymakers, and help drive change. Additionally, the interview/focus group process can identify trends in barriers to employment that can inform the EFC's work. Kecia will work with Olivia Raynor from the Tarjan Center, University Center for Excellence in Developmental Disabilities (UCEDD), UCLA. They will work to revise questions and plan how to collect the data. Kecia will bring that plan back to the Self-Advocates and Mary Agnes Nolan and other Council staff to make more plans on how to do interviews and analyze the stories people tell.

Presentation of the Final 2012 Employment First Committee Annual Report

Mark Polit presented the final 2012 EFC Report. The report was modified per the suggestions made at the last EFC meeting on December 18, 2012. The full Council approved the EFC report on January 16, 2013 and was subsequently submitted to the Governor's Office.

EFC Strategic Planning Process

Mark Polit facilitated the Strategic Planning Process. He reviewed the legislative history of the EFC and its statutory responsibilities. He presented the "cheat sheet" that listed statutory responsibilities and the commitments the EFC made for further work in the 2012 Employment First Report. He reviewed with the EFC their 2012 priorities:

The priorities of the EFC are:

1. Prioritize the enactment of an Employment First Policy
2. Strengthen youth transition to integrated complete employment.

Cross Cutting Priorities of the Employment First Committee are:

1. Participation by traditionally under-represented groups
2. Increase expectations for work (early childhood through working age)
3. Interagency collaboration

Barbara Wheeler made a motion to take the #1 crosscutting priority (Participation by traditionally under-represented groups) and move it so it becomes a third priority of the EFC. This motion was carried.

MOTION TO ACCEPT: *Barbara Wheeler*

SECONDED: *Andy Mudryk*

APPROVE: 14

OPPOSE: 0

The EFC listed the groups the Committee and its members collaborate with to understand how our work relates and that we do not duplicate efforts. Cindy commented that this showing us our "family tree":

- California Employment Consortium for Youth (CECY)
- Statewide Self-Advocacy Network (SSAN)
- California Committee on the Employment of People with Disabilities (CCEPD)
- Community of Practice (California Department of Education and Department of Rehabilitation)
- CA Coalition for Persons in Secondary Education
- Southern California APSE
- Colleges to Career
- Department of Labor Office of Disability Employment Policy
- US Office of Special Education Programs
- The Arc of the United States
- National Growers Association.

The EFC made the following decisions for its work in 2013:

- The major area of focus for 2013 is helping people with developmental disabilities and their families (including people in under-represented groups) understand the relationship between work and public benefits. (This responds to the barrier that many people with developmental disabilities do not look for work because they are afraid to lose their public benefits). The EFC will:
 - Invite Bryon MacDonald from the World Institute on Disability and Eric Glunt from the California Health Incentives Improvement Project (CHIIP) to give an overview of state and federal work incentives and present on potential public benefit policy changes.
 - Make recommendations for state or federal public benefit policy changes to better enable people receiving public benefits to work. Explore possible impact of the ABLE Act and the idea of a “get out of jail free card”, to try to minimize the risk of losing benefits through paperwork errors.
 - Tony Anderson from the Arc of California will check with the Supported Life Institute to see if we can have a session at the Supported Life Conference on public benefits and work.
 - Tony Anderson will check with the College of Direct Support and Essential Learning to see if they have coursework on public benefits and work.
 - The MIND Institute Center for Excellence in Developmental Disabilities holds an annual event in October for National Disability Employment Awareness Month, which includes information on the relationship of work and public benefits.
 - Amy Westling from the Association of Regional Center Agencies will check with regional centers on what training materials they may have on the subject of work and public benefits.
 - Further discussion on EFC activities will take place at the May meeting.
- The other main area of focus will be education of employers. The EFC will plan how to address this focus area at the May meeting.

- Additionally, the EFC seeks information from the following and discuss implications for further work:
 - Denyse Curtright from DDS will present data from the CDER on employment status compared to ethnicity, age and other factors.
 - A vendors' perspectives panel on how to improve Supported Employment.
 - At the May EFC meeting, plan for a panel from selected Special Education Local Planning Areas and the California Department of Education. The panel would address best practices on how students need to be supported, what needs to happen, before they transition from K-12 education to work or post-secondary education.

Adjournment

The meeting was adjourned by Chairperson Kecia Weller at 3:30pm

DRAFT
Legislative & Public Policy (LPPC) Committee Minutes
January 24, 2013

Members Present

Leroy Shipp
Jennifer Allen
Ray Ceragioli, Chair
Dan Boomer
April Lopez
Connie Lapin
David Mulvaney
Tho Vinh Banh
Barbara Wheeler

Members Absent

Others Present

Michael Brett
Karim Alipourfard
Mark Polit
Holly Bins
Robert Philips

1. CALL TO ORDER

Ray Ceragioli, Chairperson, called the meeting to order at 10:35 AM.

2. ESTABLISHMENT OF A QUORUM

A quorum was established.

3. INTRODUCTIONS AND ANNOUNCEMENTS

Members introduced themselves and announcements were made.

4. APPROVAL OF 10/17/12 MINUTES

It was moved, seconded (Lapin/Shipp), and carried to approve the LPPC minutes as written.

5. PUBLIC COMMENTS

There were no public comments.

6. STATE BUDGET

Leroy Shipp discussed the Governor's State of the State speech. M. Polit reviewed the Governor's budget proposal as it affects people with developmental disabilities.

7. LEGISLATIVE ISSUES

A. Current Legislature and Committees - Karim Alipourfard distributed information on the new Legislature and committee structure.

B. State Council Sponsored Legislation - M. Polit gave status of Employment First Policy legislation. Chesbro will author. DDS and EDD data indicates 14% of regional center clients receive wages. LPPC interested in breakdown of the type of jobs. Connie Lapin reported that ASLA meeting with legislators and that Sen. Emmerson will introduce a spot bill.

C. SB 946 Implementation – Discussion of regional center responsibility to pay co-pays and deductible. Governor's proposal would have regional centers reimburse for co-pays on a means tested basis, but not deductibles. Discussion that it should not be limited to just ABA. Will agendaize for next meeting.

D Equity in delivery of services – Dr. Wheeler recounted that DDS reviewed CDER, Client Master File and POS expenditure data and found that African Americans and other communities of color got less. That was in 1992! In 2005 legislation by Bass failed. This past year Steinberg Select Committee on Autism formed task forces and will be making recommendations. TBL last year requires Regional Center data collection, posting data and holding community meetings. Regional Centers must report by March 31 and hold community meetings. It was suggested that Area Boards meet with minority communities to discuss data results and see if access to services are changing, consistent with statutory responsibilities in 4548(e).

E. Pending Legislation – Legislative efforts of various stakeholder organizations were discussed by M. Polit

F. Other Legislative Issues – No report

7. FEDERAL LEGISLATIVE ISSUES

Karim Alipourfard distributed information on the California Congressional Delegation. Polit gave an update on Federal Sequester and other budget issues. J. Allen reviewed the Convention on the Rights of People with Disabilities.

7. DEVELOPMENTAL CENTER ISSUES

Holly Bins and Robert Phillips detailed events at Sonoma Developmental Center and discussed contributing factors, such as transfer of residents from Sierra Vista to SDC, reduced staffing levels, and excess overtime. Discussed policy question of should Office of Protective Services be reformed or should responsibility of investigations of serious incidents of abuse be referred to outside law enforcement. AB4 and other advocates met with Sheriff and is scheduled to meet with Leslie Morrison, Director of Investigations at Disability Rights California. Dr. Wheeler pointed out that the SCDD White Paper on Abuse and Neglect issued over ten years ago referred to the very same issues in play today. Discussed possible legislation by the Arc of California which would require a plan for DC closures. M. Polit reported that the Lanterman Coalition may call the question on SCDD on the issue of DC downsizing and closure. Chairperson Ceragioli discussed the benefits for his son at Fairview and the relative inadequacy of community placements that were offered. The LPPC will have further discussion as legislation is introduced. No action was taken.

8. ADJOURNMENT

The meeting was adjourned at 3:00 PM.



January 28, 2012

Senator Barbara Boxer
112 Hart Senate Office Building
Washington, D.C. 20510

Subject: Sequester - Impact on Persons with Developmental Disabilities

Dear Senator Boxer,

The California State Council on Developmental Disabilities is established pursuant to federal and state law to advocate for the rights of people with intellectual and developmental disabilities, and to assist the state in planning to better support their independence and productivity. Since the "fiscal cliff" negotiations failed to resolve the sequester, the Council wishes to underscore the risk those automatic spending reductions pose to people with developmental disabilities.

There is tremendous uncertainty in how the sequester may be implemented. However, possible targets for cuts include many essential programs that support the ability of people with developmental disabilities to live as part of their communities. For example, programs subject to automatic reductions include training, housing subsidies, and transportation, essential for supporting people to live safely and productively in their communities and avoid the individual tragedy and taxpayer expense of unnecessary institutionalization. Also, the Office of Management and Budget (OMB) reports that federal support to states' special education services could be reduced by over \$1 billion. The sequester would also result in a \$3.6 billion reduction to medical research, including research that prevents or mitigates the effects of disability.

The Administration on Intellectual and Developmental Disabilities (AIDD) could receive an 8.2% reduction. This would force the Protection and Advocacy systems, University Centers for Excellence in Developmental Disabilities, and the State Councils on Developmental Disabilities in the 50 states and territories to reduce their activities in research, dissemination, planning, and protecting the rights and wellbeing of people with disabilities. Their work helps advance the abilities of states to support people in more cost effective and inclusive ways.

If you have any questions, please contact Mark Polit, Deputy Director of Policy and Planning, at 916-322-8481.

Sincerely,


Jorge Aguilar, Chair

"The Council advocates, promotes & implements policies and practices that achieve self-determination, independence, productivity & inclusion in all aspects of community life for Californians with developmental disabilities and their families."

ASSEMBLY BILL

No. 1041

**Introduced by Assembly Member Chesbro
(Principal coauthor: Assembly Member Garcia)
(Principal coauthor: Senator Beall)
(Coauthor: Assembly Member Ammiano)**

February 22, 2013

An act to amend Sections 4646.5 and 4868 of, and to add Section 4869 to, the Welfare and Institutions Code, relating to developmental services.

LEGISLATIVE COUNSEL'S DIGEST

AB 1041, as introduced, Chesbro. Developmental services: Employment First Policy.

The Lanterman Developmental Disabilities Services Act authorizes the State Department of Developmental Services to contract with regional centers to provide support and services to individuals with developmental disabilities. The services and supports to be provided to a regional center consumer are contained in an individual program plan (IPP), developed in accordance with prescribed requirements.

Existing law requires the State Council on Developmental Disabilities to, among other responsibilities, form a standing Employment First Committee to identify strategies and recommend legislative, regulatory, and policy changes to increase integrated employment, as defined, self-employment, and microenterprises for persons with developmental disabilities, as specified.

This bill would define competitive employment, microenterprises, and self-employment for these purposes. This bill would require each regional center planning team, when developing an individual program

plan for a transition age youth or working age adult, to consider a specified Employment First Policy. The bill would also require regional centers to ensure that consumers, beginning at 16 years of age, and, where appropriate, other specified persons, are provided with information about the Employment First Policy, about options for integrated competitive employment, and about services and supports, including postsecondary education, available to enable the consumer to transition from school to work, and to achieve the outcomes of obtaining and maintaining integrated competitive employment. The bill would authorize the department to request information from regional centers on current and planned activities related to the Employment First Policy.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 4646.5 of the Welfare and Institutions
- 2 Code is amended to read:
- 3 4646.5. (a) The planning process for the individual program
- 4 plan described in Section 4646 shall include all of the following:
- 5 (1) Gathering information and conducting assessments to
- 6 determine the life goals, capabilities and strengths, preferences,
- 7 barriers, and concerns or problems of the person with
- 8 developmental disabilities. For children with developmental
- 9 disabilities, this process should include a review of the strengths,
- 10 preferences, and needs of the child and the family unit as a whole.
- 11 Assessments shall be conducted by qualified individuals and
- 12 performed in natural environments whenever possible. Information
- 13 shall be taken from the consumer, his or her parents and other
- 14 family members, his or her friends, advocates, authorized
- 15 representative, if applicable, providers of services and supports,
- 16 and other agencies. The assessment process shall reflect awareness
- 17 of, and sensitivity to, the lifestyle and cultural background of the
- 18 consumer and the family.
- 19 (2) A statement of goals, based on the needs, preferences, and
- 20 life choices of the individual with developmental disabilities, and
- 21 a statement of specific, time-limited objectives for implementing
- 22 the person's goals and addressing his or her needs. These objectives
- 23 shall be stated in terms that allow measurement of progress or

1 monitoring of service delivery. These goals and objectives should
2 maximize opportunities for the consumer to develop relationships,
3 be part of community life in the areas of community participation,
4 housing, work, school, and leisure, increase control over his or her
5 life, acquire increasingly positive roles in community life, and
6 develop competencies to help accomplish these goals.

7 (3) When developing individual program plans for children,
8 regional centers shall be guided by the principles, process, and
9 services and support parameters set forth in Section 4685.

10 (4) *When developing an individual program plan for a transition*
11 *age youth or working age adult, the planning team shall consider*
12 *the Employment First Policy described in Chapter 14 (commencing*
13 *with Section 4868).*

14 ~~(4)~~

15 (5) A schedule of the type and amount of services and supports
16 to be purchased by the regional center or obtained from generic
17 agencies or other resources in order to achieve the individual
18 program plan goals and objectives, and identification of the
19 provider or providers of service responsible for attaining each
20 objective, including, but not limited to, vendors, contracted
21 providers, generic service agencies, and natural supports. The
22 individual program plan shall specify the approximate scheduled
23 start date for services and supports and shall contain timelines for
24 actions necessary to begin services and supports, including generic
25 services.

26 ~~(5)~~

27 (6) When agreed to by the consumer, the parents, legally
28 appointed guardian, or authorized representative of a minor
29 consumer, or the legally appointed conservator of an adult
30 consumer or the authorized representative, including those
31 appointed pursuant to subdivision (d) of Section 4548, subdivision
32 (b) of Section 4701.6, and subdivision (e) of Section 4705, a review
33 of the general health status of the adult or child, including medical,
34 dental, and mental health needs, shall be conducted. This review
35 shall include a discussion of current medications, any observed
36 side effects, and the date of *the* last review of the medication.
37 Service providers shall cooperate with the planning team to provide
38 any information necessary to complete the health status review. If
39 any concerns are noted during the review, referrals shall be made
40 to regional center clinicians or to the consumer's physician, as

1 appropriate. Documentation of health status and referrals shall be
2 made in the consumer's record by the service coordinator.

3 ~~(6)~~

4 (7) (A) The development of a transportation access plan for a
5 consumer when all of the following conditions are met:

6 (i) The regional center is purchasing private, specialized
7 transportation services or services from a residential, day, or other
8 provider, excluding vouchered service providers, to transport the
9 consumer to and from day or work services.

10 (ii) The planning team has determined that a consumer's
11 community integration and participation could be safe and
12 enhanced through the use of public transportation services.

13 (iii) The planning team has determined that generic
14 transportation services are available and accessible.

15 (B) To maximize independence and community integration and
16 participation, the transportation access plan shall identify the
17 services and supports necessary to assist the consumer in accessing
18 public transportation and shall comply with Section 4648.35. These
19 services and supports may include, but are not limited to, mobility
20 training services and the use of transportation aides. Regional
21 centers are encouraged to coordinate with local public
22 transportation agencies.

23 ~~(7)~~

24 (8) A schedule of regular periodic review and reevaluation to
25 ascertain that planned services have been provided, that objectives
26 have been fulfilled within the times specified, and that consumers
27 and families are satisfied with the individual program plan and its
28 implementation.

29 (b) For all active cases, individual program plans shall be
30 reviewed and modified by the planning team, through the process
31 described in Section 4646, as necessary, in response to the person's
32 achievement or changing needs, and no less often than once every
33 three years. If the consumer or, where appropriate, the consumer's
34 parents, legal guardian, authorized representative, or conservator
35 requests an individual program plan review, the individual program
36 shall be reviewed within 30 days after the request is submitted.

37 (c) (1) The department, with the participation of representatives
38 of a statewide consumer organization, the Association of Regional
39 Center Agencies, an organized labor organization representing
40 service coordination staff, and the Organization of Area Boards

1 shall prepare training material and a standard format and
2 instructions for the preparation of individual program plans, which
3 ~~embodies~~ *embody* an approach centered on the person and family.

4 (2) Each regional center shall use the training materials and
5 format prepared by the department pursuant to paragraph (1).

6 (3) The department shall biennially review a random sample of
7 individual program plans at each regional center to ensure that
8 these plans are being developed and modified in compliance with
9 Section 4646 and this section.

10 SEC. 2. Section 4868 of the Welfare and Institutions Code is
11 amended to read:

12 4868. (a) The State Council on Developmental Disabilities
13 shall form a standing Employment First Committee consisting of
14 the following members:

15 (1) One designee of each of the members of the state council
16 specified in subparagraphs (B), (C), (D), (F), and (H) of paragraph
17 (2) of subdivision (b) of Section 4521.

18 (2) A member of the consumer advisory committee of the state
19 council.

20 (b) In carrying out the requirements of this section, the
21 committee shall meet and consult, as appropriate, with other state
22 and local agencies and organizations, including, but not limited
23 to, the Employment Development Department, the Association of
24 Regional Center Agencies, one or more supported employment
25 provider organizations, an organized labor organization
26 representing service coordination staff, and one or more consumer
27 family member organizations.

28 (c) The responsibilities of the committee shall include, but need
29 not be limited to, all of the following:

30 (1) Identifying the respective roles and responsibilities of state
31 and local agencies in enhancing integrated and gainful employment
32 opportunities for people with developmental disabilities.

33 (2) Identifying strategies, best practices, and incentives for
34 increasing integrated employment and gainful employment
35 opportunities for people with developmental disabilities, including,
36 but not limited to, ways to improve the transition planning process
37 for students 14 years of age or older, and to develop partnerships
38 with, and increase participation by, public and private employers
39 and job developers.

1 (3) Identifying existing sources of employment data and
2 recommending goals for, and approaches to measuring progress
3 in, increasing integrated employment and gainful employment of
4 people with developmental disabilities.

5 (4) Recommending legislative, regulatory, and policy changes
6 for increasing the number of individuals with developmental
7 disabilities in integrated employment, self-employment, and
8 microenterprises, and who earn wages at or above minimum wage,
9 including, but not limited to, recommendations for improving
10 transition planning and services for students with developmental
11 disabilities who are 14 years of age or older. This shall include,
12 but shall not be limited to, the development of ~~an Employment~~
13 ~~First Policy~~, *a policy with the intended outcome of which is a*
14 ~~significant increase in~~ *significantly increasing* the number of
15 individuals with developmental disabilities who engage in
16 integrated employment, self-employment, and microenterprises,
17 and in the number of individuals who earn wages at or above
18 minimum wage. This proposed policy shall be in furtherance of
19 the intent of this division that services and supports be available
20 to enable persons with developmental disabilities to approximate
21 the pattern of everyday living available to people without
22 disabilities of the same age and that support their integration into
23 the mainstream life of the community, and that those services and
24 supports result in more independent, productive, and normal lives
25 for the persons served. The proposed ~~Employment First Policy~~
26 *policy* shall not limit service and support options otherwise
27 available to consumers, or the rights of consumers, or, where
28 appropriate, parents, legal guardians, or conservators to make
29 choices in their own lives.

30 (d) *For purposes of this chapter, the following definitions shall*
31 *apply:*

32 (1) *“Competitive employment” means work in the competitive*
33 *labor market that is performed on a full-time or part-time basis*
34 *in an integrated setting and for which an individual is compensated*
35 *at or above the minimum wage, but not less than the customary*
36 *wage and level of benefits paid by the employer for the same or*
37 *similar work performed by individuals who are not disabled.*

38 (d) ~~For purposes of this chapter, “integrated~~

1 (2) *“Integrated employment” shall have the same definition as*
2 *means “integrated work” as defined in subdivision (o) of Section*
3 *4851.*

4 (3) *“Microenterprises” means small businesses owned by*
5 *individuals with developmental disabilities who have control and*
6 *responsibility for decisionmaking and overseeing the business,*
7 *with accompanying business licenses, taxpayer identification*
8 *numbers other than social security numbers, and separate business*
9 *bank accounts. Microenterprises may be considered integrated*
10 *competitive employment.*

11 (4) *“Self-employment” means an employment setting in which*
12 *an individual works in a chosen occupation, for profit or fee, in*
13 *his or her own small business, with control and responsibility for*
14 *decisions affecting the conduct of the business.*

15 (e) The committee, by July 1, 2011, and annually thereafter,
16 shall provide a report to the appropriate policy committees of the
17 Legislature and to the Governor describing its work and
18 recommendations. The report due by July 1, 2011, shall include
19 the proposed ~~Employment First Policy~~ *policy* described in
20 paragraph (4) of subdivision (c).

21 SEC. 3. Section 4869 is added to the Welfare and Institutions
22 Code, to read:

23 4869. (a) (1) In furtherance of the intent of this division to
24 make services and supports available to enable persons with
25 developmental disabilities to approximate the pattern of everyday
26 living available to people without disabilities of the same age, to
27 support the integration of persons with developmental disabilities
28 into the mainstream life of the community, and to bring about more
29 independent, productive, and normal lives for the persons served,
30 it is the policy of the state that opportunities for integrated,
31 competitive employment shall be given the highest priority for
32 working age individuals with development disabilities, regardless
33 of the severity of their disabilities. This policy shall be known as
34 the Employment First Policy.

35 (2) Implementation of the policy shall be consistent with, and
36 shall not infringe upon, the rights established pursuant to this
37 division, including the right of people with developmental
38 disabilities to make informed choices with respect to services and
39 supports through the individual program planning process.

1 (3) Integrated competitive employment is intended to be the
2 first option considered by planning teams for working age
3 individuals, but individuals may choose goals other than integrated
4 competitive employment.

5 (4) This chapter shall not be construed to expand the existing
6 entitlement to services for persons with developmental disabilities
7 described in this division.

8 (5) This chapter shall not alleviate schools of their responsibility
9 to provide transition services to individuals with developmental
10 disabilities.

11 (b) Regional centers shall ensure that consumers, beginning at
12 16 years of age, and, where appropriate, their parents, legal
13 guardians, or conservators, are provided with information, in a
14 language that the consumer and, as appropriate, the consumer's
15 representative understand, about the Employment First Policy,
16 about options for integrated competitive employment, and about
17 services and supports, including postsecondary education, available
18 to enable the consumer to transition from school to work, and to
19 achieve the outcomes of obtaining and maintaining integrated
20 competitive employment.

21 (c) The department may request information from regional
22 centers on current and planned activities related to the Employment
23 First Policy.

O

**AGENDA ITEM DETAIL SHEET
PROGRAM DEVELOPMENT COMMITTEE
Self-Advocacy Support RFPs**

ISSUE: Requests for Proposal for Self-Advocacy Support Services.

SUMMARY: The Council directed the PDC to develop a request for proposal for self-advocacy support services. The contractor(s) would support self-advocates in the Council's Self-Advocate Advisory Committee (SAAC), the Employment First Committee (EFC), and the Statewide Self-Advocacy Network (SSAN), as well as during Council meetings.

COUNCIL STRATEGIC PLAN GOALS/OBJECTIVES: Goal #1, Objective 1a) The Council will promote the stability and expansion of a statewide self-advocacy network through financial and in-kind support, which includes ensuring that local delegates are able to participate effectively in statewide meetings and events. Goal #1, Objective 1b) The Council will strengthen existing self-advocacy groups and promote establishment of new groups at the local level. Goal #8, Objective 8a) The State Council's Employment First Committee will continue to identify strategies and monitor progress towards implementation of the employment first policy.

PRIOR COUNCIL ACTIVITY: Beginning in 1983 with the Council Committee on Consumer Involvement, the Council has been a leader in promoting self-advocacy through grants and direct self-advocacy support. In 1994, the Council adopted a policy on facilitation and support of self-advocates who were members of the Council. Also in the 1990s, the Lanterman Act was revised to require self-advocate membership in the Council. The Council supported the growth of the People First organizations in the state. Before merging with the Council, and after, Area Boards have a long history of participating in supporting the growth of self-advocacy in California. Nearly ten years ago, the Council issued a large annual grant to People First of California to support them as a state wide self-advocacy organization. Two years ago the Council changed strategy to establish the Statewide Self-Advocacy Network (SSAN) at which time The Council contracted with Board Resource Center (BRC) to provide SSAN support in planning, leadership development, facilitation, media, and logistics, as well as support to self-advocates on the EFC and SAAC.

BACKGROUND: With support from the Council and BRC, the self-advocates on SSAN have created a vibrant and ambitious network with broad representation. SSAN consists of representatives from each Area

Board, the Council, People First of California, the Department of Developmental Services Consumer Advisory Committee, the UCEDDs, Disability Rights California, and the California Foundation for Independent Living Centers. Due to irregularities in the grant making process, the self-advocacy support contract with BRC was terminated as of January 4, 2013. The Council committed Council staff to continue basic support for the SSAN, SAAC, and EFC self-advocates until a grant can be awarded for the full range of self-advocacy support activities.

ANALYSIS/DISCUSSION: Due to the time needed for consulting with the self-advocacy leaders, and the lengthy grant process, a new contract cannot be awarded until near the time for a new grant cycle. Therefore, staff recommended issuing RFPs for Grant Cycle 36, which begins on October 1, 2013. Staff recommended issuing two RFPs, so that one organization would not have to manage all the support functions. There will be one RFP for facilitation and attendant support and another for all other self-advocacy support services.

Self-advocates gave input on the drafting of the RFPs in the following forums: On November 15, 2012, after being advised that the BRC contract was being terminated, the SSAN members spent a full day giving input on the supports needs of the SSAN. Following this meeting, Council staff also met with the Chair and Vice Chair of the SSAN on December 20, 2012 and January 3, 2013. Council staff additionally met with SAAC members on January 15, 2013 and with the EFC self-advocates on February 4 and 5, 2013. Council staff presented the program elements of the draft RFP to a full meeting of the SSAN on March 1. The Program Development Committee (PDC) includes the Chair of SAAC and SSAN. The PDC was augmented with the Vice Chair of SSAN for review of the self-advocacy grants.

Staff presented full draft RFPs for review to the PDC on March 5. The PDC reviewed the draft RFPs in depth and made several recommendations for changes. The PDC voted unanimously to recommend these RFPs for the Council's approval, with the recommended changes.

RECOMMENDATION(S): The Program Development Committee recommends the Council approve the two attached RFPs: One for facilitation and attendant services to self-advocates on the Council, SAAC, EFC, and SSAN, not to exceed \$20,000; the other for support to these self-advocates for planning, agenda development, plain language materials, meeting logistics, video production, and technology support; this grant would not exceed \$160,000.

ATTACHMENT(S): Self Advocacy Support Services RFP and Facilitation and Attendant Services RFP.

PREPARED: Roberta Newton and Mark Polit, March 6, 2013

Self-Advocacy Support Grant

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A) PURPOSE AND DESCRIPTION OF SERVICES

The purpose of this Request for Proposal (RFP) is to seek qualified proposers to support and advance the self-advocacy activities of the State Council on Developmental Disabilities (SCDD) through the provision of leadership coaching, training, and other self-advocacy support services. This includes but is not limited to supporting the activities of the Statewide Self-Advocacy Network (SSAN), the Self-Advocate Advisory Committee (SAAC), the Employment First Committee (EFC) and the Council itself. The State Council on Developmental Disabilities (SCDD) is soliciting proposals that meet all of the criteria set forth in this, RFP.

1. 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 #1:

Individuals with developmental disabilities have the information, skills, opportunities and support to advocate for their rights and services and to achieve self-determination, independence, productivity, integration and inclusion in all facets of community life.

Objective 1a) states:

The Council will promote the stability and expansion of a statewide self-advocacy network through financial and in-kind support, which includes ensuring that local delegates are able to participate effectively in statewide meetings and events.

Please refer to the complete State Plan www.scdd.ca.gov/stateplan.htm for additional objectives relating to self-advocacy.

2. Program Description

Definitions

The Contractor will be expected to provide services and supports to the following groups:

SSAN – Statewide Self-Advocacy Network

SSAN was established in 2012 and is intended to position itself as the statewide developmental disability self-advocacy leadership organization. Currently, SSAN is supported by the SCDD but it is hoped that in the future, SSAN will become a freestanding independent nonprofit organization. It is composed of 22 self-advocates, which include representatives of the Council, the Council's 13 Area Boards, and related disability organizations. SSAN meets quarterly for two day meetings in locations throughout the state. SSAN elects a Chair and Vice Chair who take leadership in planning and carrying out SSAN meetings. SSAN members are encouraged to work closely with and assume leadership roles amongst their local self-advocacy groups.

SAAC – Self-Advocacy Advisory Committee

SAAC is a Committee of the SCDD. It meets six (6) times a year, on the day before the full Council meeting. SAAC is composed of all self-advocate members of the Council who wish to participate and any other individuals who wish to attend. Typically, SAAC includes 5-7 members. The SAAC reviews and advises the Council on policies and issues of concern to self-advocate. SAAC also serves as a venue where self-advocates review the Council's agenda for the next day meeting so as to better prepare to participate. Council materials may be adapted into plain language and PowerPoint in order to enhance comprehension. For further information on SAAC functions, please refer to the Council's Bylaws www.scdd.ca.gov/res/docs/Bylaws_2012_Final.docx.

EFC – Employment First Committee

EFC is a Committee of the Council. It is composed of a variety of governmental, nonprofit, and advocacy individuals all of whom have an interest in advancing employment opportunities for people with developmental disabilities. The EFC includes four (4) self-advocates. The EFC meets four (4) times a year. The self-advocates meet prior to each EFC meeting to review the agenda and materials so as to prepare to fully participate and contribute to the meeting.

3. Description of Services Sought

Leadership Coaching

SSAN: Responsible for assisting and consulting with Chair and Vice Chair in developing agenda, meeting plans and follow-up (4 meetings per year).

SSAN: Contractor will assist SSAN leadership and membership in developing an annual strategic plan. Contractor will review implementation of strategic plan with

SSAN leadership quarterly.

SAAC: Responsible for assisting and consulting with Chair in developing agenda, Council report, meeting plans and any required follow-up (six meetings per year).

For leadership coaching duties described above, the contractor shall report directly to self-advocates.

Meeting Logistics

SSAN: in consultation with Chair, Vice Chair and SCDD management, recommend meeting locations, arrange for Audio visual equipment as needed, provide written and alternative materials as needed, assess for and resolve reasonable accommodation needs. Facility arrangements must be approved by and will be paid by the SCDD.

SAAC: Provide written and alternative materials as needed and requested by Chair

EFC: Provide written and alternative materials as needed and requested by Chair

EFC: Provide support and guidance for a time-limited self-advocacy project, designed by the EFC self-advocates, and approved by SCDD. Not to exceed 30 hours.

Training

SSAN: In consultation with SSAN leadership, develop four training presentations on topics chosen by the SSAN membership including speaker(s), and materials in a variety of formats. Training approach should focus on "Train the Trainer" modality with intended outcome to enhance leadership and presentation skills. Presentations to be made available throughout SCDD organization and local self-advocacy groups.

Video Products:

Trainings: Upon request of SCDD, two of the trainings discussed above shall be condensed and produced as 15 minute video products with plain language learning guide for posting on SCDD website.

Plain Language Materials

SSAN: All materials. Additionally, contractor shall create and have printed an informational brochure about SSAN suitable for wide distribution.

SAAC: Council packet and SAAC materials, as directed by the Chair.

EFC: EFC packet and other materials, as requested by the Self-Advocacy Specialist.

Technology

Assist self-advocates to learn and utilize technology in order to promote accessible and cost effective communication. Such technology shall include but not be limited to Skype, Adobe Connect or other VOIP; flash drives; wi-fi; webinars, "Go to Meeting", teleconferencing; video, DVDs, web-based formats. Contractor will maintain and keep current a SSAN web site.

Technical Support to Area Boards and Regions

Contractor will offer up to 50 hours of technical assistance to Area Boards and their SSAN representatives. SCDD will determine recipients of technical assistance. Technical assistance to include but not limited to providing outreach materials, guidance on establishing and sustaining self-advocacy groups; advice on presentation modalities and technology.

Duration of Project

Grants awarded under this RFP Cycle 36 are for one year (October 1, 2013 - September 30, 2014) proposals may be submitted for a two year period, ending September 30, 2015. 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.

B) MINIMUM QUALIFICATIONS FOR PROPOSERS

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:

An organizational chart, job descriptions, and qualifications, as applicable, (maximum 5 pages, plus specifically referenced resumes)

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 understands 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.

- ✓ Proven history of partnering with and supporting self-advocates.
- ✓ Proven history of translating materials into Plain language

- ✓ Proven history of developing advocacy and educational presentations with and for self-advocates
- ✓ Proven history of using and instructing novice users in technology and social media for purposes of communication .
- ✓ Thorough knowledge of Open Meeting Laws, and pertinent state and federal laws.

C) INSTRUCTIONS FOR COMPLETING CPDG PROPOSAL

1. Timelines and Submission Information

Proposal Deadline by 5:00 p.m. on	Wednesday, May 1, 2013
Written Question Submittal Deadline no later than	3 pm on April 19, 2013
Council Action to Award Grant(s)	July 17, 2013
Public Notice	July 18, 2013
Protest Period	July 18 - 28, 2013
Award Notification (pending completion of protest period)	July 28, 2013
Anticipated Funding of Awarded Proposals to Begin	October 1, 2013

- ✓ The proposal must be complete and meet all of the requirements set forth in the proposal guidelines.
- ✓ Proposers are responsible for providing accurate, current, and complete information about their organization and proposed program/project.
- ✓ 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.
- ✓ SCDD reserves the right to amend guidelines by addendum, but no later than ten days prior to the submission deadline date.
- ✓ Two copy ready applications, including all the required documentation must be received by May 1, 2013 at 5:00 p.m. Any proposals received after Wednesday May 1, 2013 regardless of the postmarked date, will be returned to the proposer, and will not proceed through the evaluation process.
- ✓ SCDD does not accept faxing or e-mailing of any documents pertaining to the completed application.
- ✓ The proposals selected for funding will be at the sole discretion of SCDD.
- ✓ 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.

- ✓ SCDD staff will not provide written or oral debriefings to unsuccessful applicants.
- ✓ The proposal package should be prepared in the least expensive method.
- ✓ 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.
- ✓ 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.
- ✓ 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 95811
Attention: Kristie Allensworth
DO NOT OPEN

- ✓ If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- ✓ Proposals not submitted under sealed cover and marked as indicated may be rejected.
- ✓ 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.
- ✓ 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.
- ✓ 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.
- ✓ 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.

- ✓ 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.
- ✓ 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.
- ✓ SCDD reserves the right to reject all proposals. The agency is not required to award an agreement
- ✓ Before submitting a proposal, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- ✓ 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.
- ✓ 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.
- ✓ No oral understanding or agreement shall be binding on either party.

2. 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 April 19, 2013. 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 April 24, 2013. 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.

D) FUNDING OF PROJECTS

SCDD has available a maximum of \$160,000 for this twelve month grant.

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.

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.

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.

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

Cover Letter and Table of Contents

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

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.

Proposal Narrative

The narrative must include:

- ✓ A detailed work plan indicating all tasks and works to be completed and time lines for all major activities.
- ✓ Measurable goals, objectives, implementation strategies, and anticipated outcomes.
- ✓ Identification of any related agencies/organizations the grantee will work collaboratively with and the respective roles of each.
- ✓ An outcome-oriented evaluation plan that is consistent with the goals and objectives of the project.
- ✓ A discussion of the project team's qualifications for this grant, including your experience:

- ✓ Knowledge and experience of the self-advocacy movement as well working with self-advocates.
- ✓ Experience assisting organizations in strategic planning and other leadership activities.
- ✓ Experience coordinating meetings, including necessary logistics.
- ✓ Experience developing and delivering trainings based on a "Train the Trainer model".
- ✓ Experience developing plain language materials, including translating written meeting materials into plain language.
- ✓ Experience creating video products.
- ✓ Experience using technology to promote accessible and cost effective communication for self-advocates.

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.

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:

- ✓ 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.
- ✓ 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. Attachments #1 - # 5 (see page 26)

Budget Narrative

- ✓ Cost Proposal Worksheet (Project Budget)(see Attachment #3)
- ✓ Develop a line item budget narrative for each itemized category of the Cost Proposal Worksheet, including a description of anticipated expenses.
- ✓ 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."
- ✓ Indirect costs are to be capped at no more than 12% of project's total budget

F) ADDITIONAL PROPOSAL INFORMATION

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.

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

Verification of Proper Information

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

- ✓ 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
- ✓ 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.

SCDD rights

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

RFP Changes

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

- ✓ Modify any date or deadline appearing in this RFP or the RFP Time

- ✓ Schedule.
- ✓ Issue clarification notices, Addenda, alternate RFP instructions, forms, etc.
- ✓ Waive any RFP requirement or instructions for all proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
- ✓ 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.

Collect Information from Proposers

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.

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.

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.

Right to Remedy Errors

SCDD reserves the right to remedy errors caused by:

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

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.

Contract amendments after award

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

Staffing changes after contract award

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

Withdrawal and/or Resubmission of Proposals

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

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.

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.)

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:

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:

1. Extent to which the applicant has experience, knowledge, and demonstrates the ability to accomplish what is being proposed (30 points);
2. Demonstrates sound methodology with appropriate timeframes for meeting project goals and objectives. Has a timely and reasonable work plan for meeting goals and objectives (25 points);
3. Extent to which proposer demonstrates knowledge and ability to deliver high quality educational materials in a variety of formats(20 points)
4. Extent to which proposer demonstrates ability to use technology effectively (5 points)
5. Extent to which proposer demonstrates an understanding of, commitment to, and the ability to grow the self-advocacy movement (10 points)
6. Extent to which the budget is reasonable and appropriate for accomplishing the objectives of the proposal and maximizes the use of grant resources for delivery of project services. (10 points) ;

H) AWARD AND PROTEST

Notice of the proposed award shall be posted in the lobby of SCDD, located at 1507 21st Street, Suite 210, Sacramento, CA 95811, for 5 working days prior to awarding the agreement.

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.

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.

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

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 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.

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.

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 paid to its employees for expenses incurred for contract services can only be

reimbursed by SCDD for actual costs not to exceed the California Department of Human Resources (CalHR) 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 CalHR website at <http://www.CalHR.ca.gov/jobinfo/statetravel.shtm>

If the organization's travel and per diem rates exceed the CalHR rates, the contractor must compute the allowable Travel and/or Mileage costs using the CalHR 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:

- ✓ 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.
- ✓ 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).
- ✓ Travel and/or mileage costs invoiced to SCDD must be consistent with the
- ✓ organization's travel policy and/or CalHR 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.
- ✓ 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.
- ✓ 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.
- ✓ 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.
- ✓ Code of Federal Regulations cost principles also includes additional non-allowable le expenses that may not be included in this section.

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.

Scope of Work - Contractor agrees to do the following:

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

1507 21st Street, Suite 210

Sacramento, CA 95811

- ✓ 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.

State Budget Contingency Clause

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.

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.

Contracts with Federal Funds

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.

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.

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. 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.

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.

Review

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

Final Billing

Final billing, reports, and products for services must be received by SCDD within 45 days following the end of the contract.

Funding Source

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

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 changes, 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.

Expenditure Restrictions

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.

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.

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:

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

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.

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.

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).

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).

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.

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.

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:

The insurer will not cancel the insured's coverage without thirty-day (30) prior written notice to SCDD. 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.

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.

Reporting Requirements

Contractor shall agree to the following reporting requirements:

Submission of written monthly or quarterly progress reports.

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;

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 an electronic copy and a camera-ready or master copy of any materials developed in the performance of this contract. The final report shall be comprehensive and include problems and solutions encountered during the contract term; and submission of other reports as may be required by SCDD.

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.

Project Evaluation

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

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.

K) RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES

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)

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)

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.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST

A complete proposal or proposal package will consist of the items identified below. 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.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	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 6	Contractor Certification Clauses (CCC) The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Languag

ATTACHMENT 2
PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet 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.

Do not return Section C, Proposal Requirements and Information (pages 3 through 11) of this RFP.

For RFP Primary Only:

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection
ATTACHMENT 2 (Cont.)

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	b. Disabled Veteran Business Enterprise Yes	
Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number:	If yes, enter your service code below:	
_____	_____	
NOTE: A copy of your Certification is required to be included if either of the above items is		
Date application was submitted to OSBCR, if an application is _____		

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 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.

ATTACHMENT 3
SAMPLE COST PROPOSAL WORKSHEET

SAMPLE BUDGET FOR March 2012– October 2014

Line Item	2011- 2012	2012- 2013	2013- 2014	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				
D. Operating Costs (Not included in Administrative Overhead E.) (Itemize per line item)				
Total Operating Costs				
E. Administrative Overhead				
TOTAL CONTRACT				

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm				
Street Address	City	State	Zip Code	
Contact Person		Telephone Number		
Dates of Service		Value or Cost of Service		
Brief Description of Service Provided				

REFERENCE 2

Name of Firm				
Street Address	City	State	Zip Code	
Contact Person		Telephone Number		
Dates of Service		Value or Cost of Service		
Brief Description of Service Provided				

REFERENCE 3

Name of Firm				
Street Address	City	State	Zip Code	
Contact Person		Telephone Number		
Dates of Service		Value or Cost of Service		
Brief Description of Service Provided				

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Self-Advocacy Facilitation Grant

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6) Contractor's Certification Clauses (CCC) (page 1). **available on the Internet at: www.ols.dgs.ca.gov/Standard+Language .	

**These documents are not required with the Proposal package but are required upon award of the contract.

A) PURPOSE AND DESCRIPTION OF SERVICES

The purpose of this Request for Proposal (RFP) is to seek qualified proposers to support and advance the self-advocacy activities of the State Council on Developmental Disabilities (SCDD) specifically by providing facilitators and attendants for self-advocates who indicate such a need. Self-advocates associated with the Council participate in one or more of the following groups: the Statewide Self-Advocacy Network (SSAN), the Self-Advocate Advisory Committee (SAAC), the Employment First Committee (EFC) and the Council itself. The State Council on Developmental Disabilities (SCDD) is soliciting proposals that meet all of the criteria set forth in this RFP.

1. 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 a project that advances the Council's State Plan goals, as cited below:

California's 2012-2016 State Plan includes the following Goal #1:

Individuals with developmental disabilities have the information, skills, opportunities and support to advocate for their rights and services and to achieve self-determination, independence, productivity, integration and inclusion in all facets of community life.

Objective 1a) states:

The Council will promote the stability and expansion of a statewide self-advocacy network through financial and in-kind support, which includes ensuring that local delegates are able to participate effectively in statewide meetings and events.

****Please refer to the complete State Plan (add link here) for additional objectives relating to self-advocacy.**

2. Program Description

The Contractor will be expected to provide facilitation and/or attendant services on request to participants in the following groups:

SSAN – Statewide Self-Advocacy Network

SSAN was established in 2012 and is intended to position itself as the statewide developmental disability self-advocacy leadership organization. Currently, SSAN is supported by the SCDD but it is hoped that in the future, SSAN will become a freestanding independent nonprofit organization. It is composed of 22 self-advocates, which include representatives of the Council, the Council's 13 area boards, and related disability organizations. SSA meets quarterly for two day meetings in locations throughout the state. SSAN elects a Chair and Vice Chair who take leadership in planning and carrying out SSAN meetings. SSAN members are encouraged to work closely with and assume leadership roles amongst their local self-advocacy groups.

SCDD – State Council on Developmental Disabilities

The State Council on Developmental Disabilities is established pursuant to federal law 42 USC 15021 SEC. 121 and California Welfare and Institutions Code Section 4250, with its membership established in Section 4521. Council members are appointed by the Governor and include agency representatives, parents and family members and between 9-14 self-advocates. The SCDD meets 6 times per year, during which between 5-7 self-advocates may request assistance. SCDD self-advocate members also participate in the Self-Advocacy Advisory Committee, as discussed below.

SAAC – Self-Advocacy Advisory Committee

SAAC is a Committee of the SCDD. It meets six (6) times a year, on the day before the full Council meeting. SAAC is composed of all self-advocate members of the Council who wish to participate and any other individuals who wish to attend. Typically, SAAC includes 5-7 members. The SAAC reviews and advises the Council on policies and issues of concern to self-advocates. SAAC also serves as a venue where self-advocates review the Council's agenda for the next day meeting so as to better prepare to participate. Council materials may be adapted into plain language and PowerPoint in order to enhance comprehension. For further information on SAAC functions, please refer to the Council's Bylaws www.scdd.ca.gov/res/docs/Bylaws_2012_Final.docx.

EFC – Employment First Committee

EFC is a Committee of the Council. It is composed of a variety of governmental, nonprofit, and advocacy individuals all of whom have an interest in advancing employment opportunities for people with developmental disabilities. The EFC includes four (4) self-advocates. The EFC meets four (4) times a year. The self-advocates meet prior to each EFC meeting to review the agenda and materials so as to prepare to fully participate and contribute to the meeting.

Facilitation Services

- Facilitation refers to a service wherein the facilitator aids a self-advocate to participate in a meaningful manner in meetings cited above. Facilitation may include these duties:
- Interpretation of policy related information, either written or verbal, into a form that is more easily understood by the member.
- Providing, as necessary, an impartial analysis of the relevant issues. The analysis may include, but not necessarily be limited to, alternative positions and the implications and potential consequences for supporting or proposing any particular position. The intent is to provide the member with the knowledge necessary to make informed decisions. Assisting the member to effectively communicate both positions and questions on relevant issues.
- Support to accomplish other related tasks, such as making travel arrangements and scheduling committee activities on behalf of the member.
- Maintaining a calendar of SCDD related meetings and activities that the member must attend. This may include assistance with reconciling subsequent commitments.
- Providing transportation/travel arrangements for SCDD related meetings.
- Preparation prior to Council related meetings through review and interpretation of agenda items. Should the facilitator not understand an issue, she is responsible for obtaining any information necessary for clarification.
- Support during meetings through interpretation of actions or discussions on agenda items. As with preparing for the meeting, if the facilitator does not understand an issue, she is responsible for making sure that it is clarified.

Attendant Services

Attendant service refers to assistance from others which compensate for a person's inability to independently perform activities of daily living. Services may include assistance with maintenance and hygiene, mobility and escort responsibilities, and to a lesser degree, assistance with related cognitive tasks. Attendant services may be provided by the same person providing facilitation support, if requested by the self-advocate or alternatively, a self-advocate may utilize attendant services from one individual and facilitation services from another individual

Responsibilities of attendants include, but are not limited to, the following:

- Assistance with personal maintenance and hygiene, which may include some or all of the following: dressing, grooming, eating, bathing, respiration equipment maintenance, and toilet functions such as bowel, bladder, catheter and menstrual tasks. Assistance assumes knowledge of the member's needs related to these tasks, and of other needs that may require only periodic assistance, such as what to do if the member experiences a seizure.
- Assisting the Council member with traveling to and from Council related activities.
- Assistance with mobility tasks, which may include helping the Council member to move from place to place within more confined settings than those which would be provided as travel/escort responsibilities. Examples could include movement from a meeting room to a local restaurant or from one chair to another.
- Assistance with some cognitive tasks, such as reading, money handling, making travel arrangements, simple clerical tasks, and some interpretation of difficult to understand information.

Description of Services Sought

Contractor will provide up to a maximum of 900 hours of facilitation or attendant services, provided on a one-on-one basis. The contractor is expected to compensate facilitators and attendants at the rate of \$14.72 per hour which represents the mid- range of the state salary for equivalent duties.

Training

Contractor shall provide adequate training for facilitators and attendants so they can competently carry out their responsibilities. Contractor shall meet with each self-advocate who requests facilitation and/or attendant services to determine their support needs. One component of the training shall include the self-advocate who will be matched with the facilitator/attendant to ensure that the self-advocate participates in defining his/her needs. No facilitator or attendant shall be assigned to or continue to serve a self-advocate if the self-advocate rejects the individual. Satisfaction with facilitator/attendant services shall be determined by the self-advocate receiving the service and the self-advocate shall direct the nature of facilitation/attendant support.

Registry of Facilitators/Attendants

Self-advocates shall have the right to refer individuals to serve as their facilitator or attendant. Contractor shall proactively place such individuals on the payroll unless the person clearly lacks the capacity to carry out the work functions or there are extenuating circumstances that present a barrier. In such cases, contractor shall bring the matter to the attention of SCDD management for resolution.

Duration of Project

Grants awarded under this RFP Cycle 36 are for one year (October 1, 2013 - September 30, 2014) or may be submitted for a two year period, ending September 30, 2015 .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.

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:

- An organizational chart, job descriptions, and qualifications, as applicable, (maximum 5 pages, plus specifically referenced resumes)
- 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 understands 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.

- Proven history of partnering with and supporting self-advocates.
- Proven history of delivering quality facilitation and support services.
- All facilitators and attendants shall possess a valid California Driver's License and maintain the proper automobile insurance in accordance with California State law for the duration of this contract.
- Contractor will provide SCDD a copy of proof of insurance. All facilitators and attendants shall have a criminal background check and demonstrate a clean record.

C) INSTRUCTIONS FOR COMPLETING CPDG PROPOSAL

1. Timelines and Submission Information

Proposal Deadline:by 5:00 p.m. on Wednesday, May 1, 2013

Written Question Submittal Deadline: no later than 3:00 pm on April 19, 2013

Council Action to Award Grant(s):.....July 17, 2013

Public Notice:.....July 18, 2013

Protest Period:.....July 18--28, 2013

Award Notification (pending completion of protest period):.....July 29, 2013

Anticipated Funding of Awarded Proposals to Begin:.....October 1, 2013

- The proposal must be complete and meet all of the requirements set forth in the proposal guidelines.
- Proposers are responsible for providing accurate, current, and complete information about their organization and proposed program/project.
- 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.
- SCDD reserves the right to amend guidelines by addendum, but no later than ten days prior to the submission deadline date.
- Two copy ready applications, including all the required documentation must be received by May 1, 2013 at 5:00 p.m. Any

proposals received after May 1, 2013, regardless of the postmarked date, will be returned to the proposer, and will not proceed through the evaluation process.

- SCDD does not accept faxing or e-mailing of any documents pertaining to the completed application.
- The proposals selected for funding will be at the sole discretion of SCDD
- 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.
- SCDD staff will not provide written or oral debriefings to unsuccessful applicants.
- The proposal package should be prepared in the least expensive method.
- 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.
- 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.

- 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 95811
 Attention: Kristie Allensworth
DO NOT OPEN

- If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- Proposals not submitted under sealed cover and marked as indicated may be rejected.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- SCDD reserves the right to reject all proposals. The agency is not required to award an agreement
- Before submitting a proposal, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- 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.
- 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.
- No oral understanding or agreement shall be binding on either party.

2. 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 April 19, 2013. 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 April 24, 2013. 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.

3. FUNDING OF PROJECTS

SCDD has available a maximum of \$20,000 for this twelve month grant.

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.

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.

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.

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.

D. REQUIREMENTS FOR PROJECT SUBMISSION

Cover Letter and Table of Contents

- Cover Letter, Cover Page and Table of Contents
- All proposals shall contain a cover letter,
- A table of contents is required and shall include all sections identified with all pages clearly and consecutively numbered.

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.

Proposal Narrative

The narrative must include:

- A detailed work plan indicating all tasks and works to be completed and time lines for all major activities.
- Measurable goals, objectives, implementation strategies, and anticipated outcomes, and how data will be collected for reporting purposes.

- Identification of any related agencies/organizations the grantee will work collaboratively with and the respective roles of each.
- An outcome-oriented evaluation plan that is consistent with the goals and objectives of the project.
- A discussion of the project team's qualifications for this grant, including a description of:
 - Knowledge and experience of the self-advocacy movement.
 - Experience in working and supporting people with disabilities who are self-advocates.
 - The type of facilitation and personal support your agency provides people with disabilities.
 - Experience training facilitators and attendants.
- How your agency will recruit and/or contract with facilitators and personal assistants who will support self-advocates.

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.

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:

- 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.
- 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. Attachments #1 - # 5 (see page 26)

Budget Narrative

- Cost Proposal Worksheet (Project Budget)(see Attachment #3)
- Develop a line item budget narrative for each itemized category of the Cost Proposal Worksheet, including a description of anticipated expenses.
- 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."
- Indirect costs are to be capped at no more than 12% of project's total budget

E. ADDITIONAL PROPOSAL INFORMATION

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.

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

Verification of Proper Information

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

- 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
- 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.

SCDD rights

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

RFP Changes

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

- Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
- Issue clarification notices, Addenda, alternate RFP instructions, forms, etc.
- Waive any RFP requirement or instructions for all proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
- 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.

Collect Information from Proposers

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.

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.

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.

Right to Remedy Errors

SCDD reserves the right to remedy errors caused by:

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

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.

Contract amendments after award

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

Staffing changes after contract award

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

Withdrawal and/or Resubmission of Proposals

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

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.

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.

F. 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.)

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:

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:

1. Extent to which the applicant has experience, knowledge, and demonstrates the ability to accomplish what is being proposed (50 points);
2. Demonstrates sound methodology with appropriate timeframes for meeting project goals and objectives. Has a timely and reasonable work plan for meeting goals and objectives (20 points);
3. Extent to which proposer demonstrates an understanding of, commitment to, and the ability to grow the self-advocacy movement(10 points)
4. Extent to which the budget is reasonable and appropriate for accomplishing the objectives of the proposal; and the extent to which the allocation of grant resources will maximize direct support. (20 points) ;

G. AWARD AND PROTEST

Notice of the proposed award shall be posted in the lobby of SCDD, located at 1507 21st Street, Suite 210, Sacramento, CA 95811, for 5 working days prior to awarding the agreement.

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.

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.

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.

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

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 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.

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.
- 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.

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 paid to its employees for expenses incurred for contract services can only be reimbursed by SCDD for actual costs not to exceed the California Department of Human Resources (CALHR) 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 CALHR website at <http://www.CalHR.ca.gov/jobinfo/statetravel.shtm>

If the organization's travel and per diem rates exceed the CALHR rates, the contractor must compute the allowable Travel and/or Mileage costs using the CALHR 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:

- 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.
- 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).
- Travel and/or mileage costs invoiced to SCDD must be consistent with the organization's travel policy and/or CALHR 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.
- 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.
- 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.
- 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.
- Code of Federal Regulations cost principles also includes additional non-allowable le expenses that may not be included in this section.

I. 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.

Scope of Work - Contractor agrees to do the following:

- Provide SCDD with the services as described in the proposal.
- Monitor and report all fiscal expenditures and program activities to ensure contract compliance.
- 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.
- 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.

- 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

1507 21st Street, Suite 210

Sacramento, CA 95811

- 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.

State Budget Contingency Clause

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.

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.

Contracts with Federal Funds

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.

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.

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. 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.

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.

Review

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

Final Billing

Final billing, reports, and products for services must be received by SCDD within 45 days following the end of the contract.

Funding Source

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

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 changes, 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.

Expenditure Restrictions

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.

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.

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:

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

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.

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.

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).

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).

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.

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.

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:

The insurer will not cancel the insured's coverage without thirty-day (30) prior written notice to SCDD. 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.

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.

Reporting Requirements

Contractor shall agree to the following reporting requirements:

Submission of written monthly or quarterly progress reports. 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;

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 an electronic copy and a camera-ready or master copy of any materials developed in the performance of this contract. and the final report shall be comprehensive and include problems and solutions encountered during the contract term; and submission of other reports as may be required by SCDD.

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.

Project Evaluation

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

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.

J. RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES

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)

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)

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)

K. 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.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

A complete proposal or proposal package will consist of the items identified below.

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.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	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 6	Contractor Certification Clauses (CCC). The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Languag

ATTACHMENT 2
PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet 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.

Do not return Section C, Proposal Requirements and Information (pages 3 through 11) of this RFP.

For RFP Primary Only:

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

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	
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: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is Date application was submitted to OSBCR, if an application is		

ATTACHMENT 2 (Cont.)

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 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.

ATTACHMENT 3
SAMPLE COST PROPOSAL WORKSHEET

SAMPLE BUDGET FOR March 2012– October 2014

Line Item	2011- 2012	2012- 2013	2013- 2014	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				
D. Operating Costs (Not included in Administrative Overhead E.)				
(Itemize per line item)				
Total Operating Costs				
E. Administrative Overhead				
TOTAL CONTRACT				

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

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PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

**CYCLE 35 PROGRAM DEVELOPMENT FUND
GRANTS**

Applicant(s)	Summary of Project	Amount Funded	Council Approved
<p>Area Board 1</p> <p>Progressive Employment Concepts</p>	<p>This project will provide hands on training to staff and clients in the discovery and customized employment process leading to a customized employment outcome for a minimum of two individuals. This project will allow Progressive Employment Concepts to gain the tools needed to have continued success in finding jobs for the individuals we serve, especially those with higher support needs.</p>	<p>\$20,000.00</p>	<p>No</p>
<p>Area Board 2</p> <p>FOCUS Film Festival</p>	<p>The goal of this project is to educate and enlighten community members and students about people with disabilities through well-published film screenings and related events.</p>	<p>\$10,500.00</p>	<p>No</p>
<p>Area Board 2</p> <p>Glenn County Office of Education/Glenn Adult Program</p>	<p>The goal of this project is to implement a “Get a Competitive Edge” Work Safe & Self-Advocacy program for consumers and employees with disabilities as part of The Rusty Wagon Adult Vocational Program.</p>	<p>\$9,500.00</p>	<p>No</p>
<p>Area Board 3</p>	<p>None awarded at this time</p>		
<p>Area Board 4</p> <p>Kidpower Teenpower Fullpower</p>	<p>The proposed project will help people with developmental disabilities who have been the victims of abuse from being victimized and prevent others at-risk from suffering abuse in the first place, by equipping them with experimental success – based tools and skills that have demonstrated performance and effectiveness in keeping them emotionally and physically safe and reduce their risk of becoming victim of bullying, violence, abuse or exploitation.</p>	<p>\$20,000.00</p>	<p>No</p>

Applicant(s)	Summary of Project	Amount Funded	Council Approved
Area Board 5 CALICO	The goals of this grant is to increase the percentage of developmentally disabled child, adolescent and adult victims who benefit from a multi-disciplinary response to abuse allegations; improve the quality of the response for victims and their families and prevent future victimization.	\$20,000.00	No
Area Board 6 Creative Support Alternatives/SDSU Research Foundation	The Transition2Life Project will provide direct, hands-on training and learning opportunities focusing on effective transitions to inclusive adult lives for young adults with developmental disabilities living in Amador, Calaveras, and Tuolumne counties.	\$19,363.00	No
Area Board 7 Kidpower Teenpower Fullpower	This project equips young adults with developmental disabilities and their families with the social emotional tools and skill sets necessary for successful transition to adult life. Outfits adult people with developmental disabilities with the social – emotional tools and skill sets necessary to enter and succeed in gainful work opportunities and increase their self-sufficiency.	\$20,000.00	No
Area Board 8 Resources for Independence, Central Valley	This Self-Advocacy for Youth project goal is to promote self-advocacy and leadership of young adults with developmental disabilities by utilizing person centered planning through trainings and group facilitation of consumers and their advocacy support networks.	\$19,277.00	No
Area Board 9 Friendship Club - First 5 Moorpark/ Simi Valley Neighborhood for Learning	Friendship Club is a free semi-monthly, social skills program in Moorpark and Simi Valley for children with special needs/developmental disabilities ages 3-12, their parents, and their siblings. It is open to families of all economic levels and ethnicities.	\$9,000.00	No

Applicant(s)	Summary of Project	Amount Funded	Council Approved
Area Board 9 Arts for Living - UCP of San Luis Obispo County	This is a new arts program engaging all citizens with and without disabilities of San Luis Obispo County in community development via inclusion in arts: music, visual arts, dance, theatre and poetry.	\$11,000.00	No
Area Board 10 Get Safe	Get Safe's "First Responder Training: Enhancing Your Ability to Effectively Respond to Persons with Developmental Disabilities" will conduct four trainings for local law enforcement, criminal justice professionals, parents and caregivers plus an additional self-advocate's training session to provide highly targeted information, techniques and tools to help first responders to effectively prevent, recognize and work with people with disabilities who may be victims of abuse or exploitation.	\$20,000.00	No
Area Board 11 NOCCCD School of Continuing Education	The goal of the Hand –on Job Training project is to empower up to sixteen students who have developmental disabilities to reach their maximum employment potential. Each student will be supported by a Job Coach to learn and practice vital job skills.	\$6,933.00	No
Area Board 11 Get Safe	Get Safe proposes a year-long training series that will provide continued learning and networking opportunities for these identified self-advocacy groups thereby strengthening their goals and objectives and implementation efforts.	\$13,067.00	No
Area Board 12 Get Safe	Home Ownership for Persons with Disabilities Made Easy. The program anticipates training for up to 200 total consumers with attendance at each event reflecting the population density of the surrounding geographical area, four conferences will be held.	\$20,000.00	No

Applicant(s)	Summary of Project	Amount Funded	Council Approved
Area Board 13 San Diego State University Interwork Institute's Creative Support Alternative and SDSU's Department of Administration, Rehabilitation, and Postsecondary Education	The goal of Take Charge is to offer person-driven planning (PDP) to transitioning youth and their families as a strategy to offer skills and experiences resulting in inclusive employment and inclusive lives facilitated by San Diego State University Rehabilitation Counseling (RC) graduate students. In addition, the project will provide educational presentations for students, families, transition teachers, adult service providers, and SDRC staff on the use of PDP to support young adults with developmental disabilities to pursue inclusive employment, including innovative options like micro- enterprise ownership.	\$20,000.00	No
SCDD HQ Jay Nolan Community Services	Jay Nolan Community Services, in partnership with Easter Seals of Southern California and Griffin Hammis Associates, proposes to work with individuals from the "Youth Target Population" and families on the innovative strategies to significantly improve transition outcomes for both competitive employment and post-secondary education to advance career development.	\$359,782.00	Yes
SCDD HQ The Board Resource Center	The team will provide meeting and member facilitation support, leadership training, easy access website, adapted curricula development and field tested design for the Self-Advocates Advisory Committee (SAAC) and Employment First Committee (EFC) and foster development of the Statewide Self Advocacy Network (SAAN).	\$65,625.85 Now Terminated	Yes

Applicant(s)	Summary of Project	Amount Funded	
SCDD HQ Youth Leadership Forum	<p>Participation of at least 10 student delegates with developmental disabilities in the California Youth Leadership Forum for Students with Disabilities (YLF). Responsibilities included completion of a variety of planning and project tasks in preparation for the 2012 Youth Leadership Forum for Students with Disabilities, including: processing potential student delegates' applications; notifying selected students; making travel arrangements; making arrangements for accommodations and medical services; and finalizing and printing training materials.</p>	\$9,999.00	Yes



DRAFT

**Self-Advocates Advisory Committee Meeting Minutes
January 13, 2013**

Members Present

Jennifer Allen
Thomas Forderer
Molly Kennedy
Kecia Weller
Kerstin Williams

Members Absent

Others Attending

Jorge Aguilar
Wayne Blusker
Dena Hernandez
Ed Holen
Jennifer Johnson
Thomas Johnson
Jamie Kendall
Angie Lewis
Roberta Newton
Mary Agnes Nolan
Mark Polit
Leroy Shipp
Vicki Smith
Rita Stevens
Willie West

1. CALL TO ORDER/ESTABLISHMENT OF QUORUM

Jennifer Allen, Chairperson, called the meeting to order at 01:31 p.m. and a quorum was established.

2. WELCOME AND INTRODUCTIONS

Council members and others attending introduced themselves.

3. PUBLIC COMMENT

No public comments.

4. APPROVAL OF DECEMBER MEETING MINUTES

It was moved/seconded and carried (Kennedy/Williams) that approval of December meeting minutes be tabled until the next meeting.

5. OPERATING RULES VERSUS BYLAWS

Jennifer Allen presented a brief summary concerning the Operational Rules, why they were in conflict with the SCDD BYLAWS, and why action was taken to eliminate the Operational Rules so as to bring the SAAC into legal footing with the State Council.

6. REVIEW SCDD BYLAWS – ROLE OF SAAC

Jennifer Allen asked members to think about what is missing from the BYLAWS and what they would like the new BYLAWS to include concerning the role of SAAC. There was brief discussion among members regarding particular aspects of the revised BYLAWS and it was recommended that these and all other considerations be presented to the Executive Committee.

7. FUTURE PLANS & SCHEDULE FOR SAAC

Dena Hernandez reviewed the brief history leading up to the new Request for Proposal (RFP). She discussed a few of the requests made by SSAN in November. It was then asked that committee members think about what they would want to include in the new RFP.

Vicki Smith made a clarification regarding the dual scope of the RFP. She noted that one RFP deals with facilitation while the other RFP deals with what supports are needed to ensure that the committee continues to operate effectively (e.g. staffing, hotel reservation needs, language translation, etc.). Vicki also emphasized that members should consider what things they need in order to fulfill the functions required by the SAAC in the revised BYLAWS.

Jennifer Allen requested that members send her an email with their ideas on what they would want to include in the RFP, no later than February 21st, 2013.

8. RECOMMEND VICE CHAIR

Per Jorge Aguilar's request, it was approved by full committee that Kerstin Williams be nominated as Vice Chair of the SAAC.

9. UPDATE ON CRPD

No updates were made available.

10. UPDATE ON ISSUES AT SONOMA DEVELOPMENTAL CENTER

Mark Polit provided an update regarding the Sonoma Developmental Center's notice of certification revocation; concerns pertaining to its quality of care; and other issues pertaining to the State's protocol in resolving the various issues and problems at the Developmental Center as well as budgetary consequences resulting from a possible closure of the facility.

It was moved/seconded (Forderer/Weller) and carried to request that a representative from the Sonoma Developmental Center present a summary briefing at the next SAAC meeting about what is going on at the Center and provide firsthand information about what it is like to live/work there.

11. REVIEW OF THE COUNCIL PACKET

Roberta Newton reviewed the Council packet.

12. MEETING WAS ADJOURNED AT 4:31 P.M.



DRAFT

**Ad-Hoc Search Committee
Thursday, January 17, 2013**

Members Present

Jorge Aguilar
Sascha Bittner (phone)
Lisa Davidson
Ted Martens
Stacey McQueen
Kyle Minnis (phone)
Bill Moore
Robin Hansen
Kashe Rowland-Smith

Members Absent

Dan Clift

Others Attending

Melissa Corral
Szandra Keszthelyi
Kecia Weller
Rita Stevens, AIDD
Matthew Wangeman, AIDD
Tanya Anderson, AIDD
Vicki Smith

1. CALL TO ORDER

Jorge Aguilar, Chairperson called the meeting to order at 2:10 p.m.

2. ESTABLISHMENT OF QUORUM

A quorum was established.

3. WELCOME AND INTRODUCTIONS

Jorge Aguilar welcomed everyone to the Ad-Hoc Search Committee. Members and others attending introduced themselves.

4. PUBLIC COMMENT

Jorge Aguilar asked if there were any public comments. There were no public comments.

5. ACTION/DISCUSSION ITEMS

Jorge Aguilar explained that the Ad-Hoc Search Committee was here to set the process for the selection of the SCDD Executive Director. The packet of information mailed out the Committee is a reflection of what

the process was in 2010. This process can be modified by the Ad-Hoc Search Committee. Everything in the packet is up for change, debate, and can be refined by the Committee. The purpose of this Ad-Hoc Committee is to make recommendations to the Executive Committee. Per the By-Laws the recommendation of an Executive Director must come from the Executive Committee to the full Council.

Kyle Minnis asked if the Council has given the Ad-Hoc Committee specific authorization to advertise the Executive Director position. Jorge Aguilar explained that the Council had not, this committee is to propose a process and the requirements but those may change based on input by the Executive Committee or the Council. Kyle Minnis asked if there were problems with the selection process in 2010. Jorge Aguilar stated that there were no problems.

Ted Martens asked if the Ad-Hoc Search Committee could consider having the applications sent someplace other than SCDD Personnel. Jorge Aguilar stated that the Committee can consider or recommend having applications mailed elsewhere.

Robin Hansen stated that there is a concern for not getting a rich pool of applicants. She suggested hiring a recruitment firm because they tend to get better applicants. Lisa Davidson agreed with the idea of using a recruitment firm. Jorge Aguilar stated that this could be an option, but a concern would be the cost. In his experience in the private sector recruitment firms did not get paid unless a candidate was hired through their process. However, a percentage of the annual salary was the fee.

Kyle Minnis asked that the candidate pool be from California and be aware of the diversity and differences of Californian's. He explained that he would like to see someone that is knowledgeable of their needs throughout the state. Ted Martens would prefer the search to be nationwide, not just limited to California.

Lisa Davidson explained that the overall mission is to find the best candidates. If an Executive Director from outside California is selected, the individual should be capable of familiarizing themselves with California law.

Bill Moore asked if there was a budget for this process. Melissa Corral explained that when former Executive Director, Carol Risley, retired she had approximately 11 months of accrued leave. Therefore the Council will begin to see a salary savings for Executive Director position in August 2013. In 2010 approximately \$5,000 was spent on distributing the Executive Director job announcement to various websites/publications.

Robin Hansen stated that posting this vacancy for 6 weeks was too short. Ted Martens suggested posting for 8 weeks. If no qualified applications are received during those 8 weeks, then reopen for another 8 weeks. Robin Hansen suggested the Committee put, "Until Filled" for the position. Ted Martens suggested contacting other Executive Directors from other states asking how they advertise for their Executive Director position. He also suggested first posting the job announcement to the internet distribution list, then if no qualified candidate apply after the 8 weeks to then hire a recruitment firm.

Rita Stevens suggested reaching out to AIDD for technical assistance (ITACC) and also post the job announcement on NACDD's website.

Matthew Wangeman explained that he was on the hiring Committee for the NACDD Executive Director. The first 6 months of advertising resulted in very minimal applicants, but then they hired a recruitment firm and received a small pool of qualified candidate in just 4 weeks. He highly recommends starting with a recruitment firm for the best pool of applicants. Robin Hansen had the same experience as Matthew Wangeman.

Robin Hansen suggested consulting with a recruitment firm and having them handle the entire process. Jorge Aguilar stated the discussion appears to yield consensus on initiating the process for a recruiter based effort. All members of the Committee agreed.

Jorge Aguilar asked if a RFP is required if no fee was paid in advance. Melissa Corral stated that an RFP is required if a fee is over \$5,000.00. Jorge Aguilar asked if the Council can hire multiple recruiters or just one. This will need to be looked into, Jorge Aguilar will coordinate with AIDD Technical Assistance on this.

Ted Martens explained that if the Executive Committee does not approve who the Ad-Hoc Search Committee recommends, then the Executive Committee is to return to the Ad-Hoc Search Committee for new candidates. Jorge Aguilar stated that if that is the desired process then this committee should spell that out and get confirmation from the Executive Committee and the Council on the process.

Jorge Aguilar recommends that the Ad-Hoc Search Committee vet all candidates, prior to making recommendations to the Executive Committee. He stated that he had envisioned the Ad-Hoc Search Committee is responsible for initial screening, Executive Committee is secondary screening, and the full Council makes final decision.

Edits were made by the Ad-Hoc Search Committee to the Executive Director job announcement, the distribution list and the Executive Director checklist for Ad-Hoc Search Committee. Szandra Keszthelyi will make necessary edits and email track changes to Jorge Aguilar by early next week. Then the Ad-Hoc Search Committee will prioritize bullet points underneath the three job responsibilities (Positions the Council to carry out the CA State Plan and Conduct Strategic Planning for Systems Change and Advocacy, Administration and Personnel Management of a Statewide Multi-Office Organization, and Promotes Partnerships and Relationships.)

6. **ADJOURNMENT**

Meeting was adjourned at 5:35 p.m.

STATE COUNCIL AGENDA ITEM DETAIL SHEET

ISSUE: Regional Center Conflict of Interest (COI) Kern Gate Regional Center

SUMMARY: The Department of Developmental Services enacted emergency regulations regarding regional center conflict of interest (COI) standards and procedures. The regulations significantly change the involvement of the Council and local area boards by requiring both the Council and appropriate local area board to approve a waiver of conflict of interest not only for regional center board members, as is currently the case, but also for regional center executive directors.

BACKGROUND/ISSUES/ANALYSIS: The Department of Developmental Services enacted emergency regulations regarding regional center conflict of interest (COI) standards and procedures.

Prior to these regulations, both the Council and area board approved waivers for regional center board members (WIC 4628); however, the newly enacted regulations require that the Council and area board approve waivers for regional center executive directors in addition to board members.

Today, the Council will review the COI statement and plan submitted for review by Kern Regional Center for the following staff and board members:

1. **Board member** – Frank Meyer. Mr. Meyer submitted a conflict of interest plan and stated he has **NO CONFLICT**. Therefore, no action is required by the Council other than review.
2. **Employee** – Duane Law, Chief Executive Officer. Mr. Law submitted a conflict of interest plan and stated he had **NO CONFLICT**. Therefore no action is required by the Council other than review.
3. **Board member** – Matthew La Grand. Although Mr. La Grand works for BARC in the packaging department (which is a day program vendor) he stated that he has **NO CONFLICT**. Therefore, no action is required by the Council other than review.

4. **Board member** – Emily Greenwood. Although Ms. Greenwood is a client of KRC and receives POS funded services through KRC, she stated that she has **NO CONFLICT**. Therefore, no action is required by the Council other than review.

5. **Board member** – Iman Killebrew. Ms. Killebrew is the co-owner of Aimes and As One, Inc. which are both vendored by KRC. These vendors provide SLS and Level IV group homes. They also have a mobile community based program. Ms. Killebrew's husband is also involved in both of the companies. Ms. Killebrew is the Chairperson of the Vendor Advisory Committee of KRC. To mitigate (eliminate) the conflict, Ms. Killebrew proposes to:
 - a. Not participate in any discussions related to wither SLS vendors or group home vendors and,
 - b. She will not vote regarding any contract for either type of vendor.
 - c. Ms. Susan Lara, Board President will assure Ms. Killebrew does not violate these restrictions.

The statute (law) pertaining to vendors sitting in the vendor advisory position on the board requires (WIC 4622) that the board member: 1) not sit as an officer of the board, 2) **not vote** on **any fiscal matter** affecting the purchase of services from any regional center provider and, 3) not vote on any other issue in which the member has a financial interest in.

Considering the statutory language, Ms. Killebrew's conflict of interest plan may not be compliant with current statutory requirements.

6. **Board member** – Ramona Puget. Ms. Puget is the president of the Kern Autism Network. The KAN is vendored by the KRC for the sole purpose of funding an annual autism conference. Ms. Puget does not receive any financial compensation for her participation with this volunteer organization. To mitigate (eliminate) the conflict, Ms. Puget proposes to:

- a. Not participate in any discussion relating to KAN services and,
- b. Ms. Susan Lara, KRC Board President, will assure Ms. Puget does not violate this safeguard.

The statute (law) prohibits members of the board of directors of entities from which the regional center purchases client services from sitting on the board of the regional center (WIC 4626(a)(3)).

7. **Board President** - Susan Lara. Ms. Lara is a parent of a KRC client who has medical issues. Ms. Lara is vendorized for two services. The first is for reimbursement of medical mileage and the second is for providing personal assistance for her son. As a result, Ms. Lara receives more than 250.00 per month from KRS for providing services for her son. To mitigate (eliminate) the conflict of interest Ms. Lara proposes to:

- a. Discharge her responsibilities with “integrity and fidelity” and she will “exercise powers conferred upon her with interested skill, zeal and diligence and for the benefit of the Regional Center and the consumers.”
- b. Refrain from discussion related to her vendored categories.
- c. Mr. Richard Stotler, KRC Vice President will assure Ms. Lara’s compliance with these restrictions.

8. **Board Vice-President** – Richard Stotler. Mr. Stotler’s mother is the owner of a building which is rented to a KRC vendor, Great Advantages SLS. Mr. Stotler is not involved in his mother’s business activities. In order to mitigate (eliminate) the conflict, Mr. Stotler proposed to:

- a. Not discuss KRC business with his mother or the vendor, Great Advantages SLS and,

- b. Mr. Stotler will not be involved in any discussions related to this particular vendor during board meetings.
 - c. Ms. Susan Lara, KRC Board President, will assure Mr. Stotler follows this plan to assure avoidance of any potential conflict of interest.
9. **Board member** – David Marcus. Mr. Marcus is a client of KRC and receives POS funded service through KRC. Mr. Marcus stated he has **NO CONFLICT.** Therefore, no action is required by the Council other than review.

COUNCIL STRATEGIC PLAN OBJECTIVE: None

PRIOR COUNCIL ACTIVITY: Neither the Council nor any Committee has taken action on this specific waiver requests. If a proposed Conflict Resolution Plan is denied by the State Council or area board in the respective area, the requestor shall have 30 calendar days to either eliminate the conflict of interest or resign his or her position. DDS can grant an extension in which to complete any actions necessary to eliminate the conflict of interest; however, DDS cannot override the decision of the Council and/or area board.

STAFF RECOMMENDATION: The Council should thoroughly review the attached waiver requests and take action accordingly.

ATTACHMENT: 1) complete package of KRC waiver requests, 2) Current Council Policy on Waivers (which does not reflect the addition of executive staff waiver request reviews.)

PREPARED: Melissa Corral, February 26, 2013

FRANK MEYER

KERN REGIONAL CENTER

Ensuring quality individualized opportunities



RECEIVED

FEB 12 2013

February 5, 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Enclosed please find the Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors Member Frank Meyer. Mr. Meyer joined the Kern Regional Center Board on October 2, 2012. Mr. Meyer does not have any reportable Conflict of Interest in accordance with regulation.

If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

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

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
Area Board XII
Department of Developmental Services

**CONFLICT OF INTEREST REPORTING STATEMENT
DS 6016 (New 08/2012)**

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Frank N. Meyer Regional Center: Kern

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): 10/02/2012
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

Governing Board Member

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<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.

We, as board members, vote on contracts in excess of \$250,000.

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 Frank N. Meyer (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 Frank N. Meyer Date 11/12/2010

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

[Handwritten mark]

KERN REGIONAL CENTER



February 5, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Enclosed please find the Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors Member Frank Meyer. Mr. Meyer joined the Kern Regional Center Board on October 2, 2012. Mr. Meyer does not have any reportable Conflict of Interest in accordance with regulation.

If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara", with a long horizontal flourish extending to the right.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

KERN REGIONAL CENTER



February 5, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Enclosed please find the Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors Member Frank Meyer. Mr. Meyer joined the Kern Regional Center Board on October 2, 2012. Mr. Meyer does not have any reportable Conflict of Interest in accordance with regulation.

If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara", written over a horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

DUANE LAW

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



February 5, 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Please find enclosed a Conflict of Interest Reporting Statement for Duane Law, Kern Regional Center's Chief Executive Officer. Mr. Law does not have any potential conflict of interest to report in accordance with regulations.

If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara", written over a light blue horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
Area Board XII
Department of Developmental Services

CONFLICT OF INTEREST REPORTING STATEMENT

DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: DUANE ALLEN LAW Regional Center: KERN Regional Ctr

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center. CHIEF Executive officer,
In response to the KRC Board of Directors provide leadership and oversight to
Kern Regional Center in accordance with Policies and procedures, State and Federal
Laws. Assure proper Fiduciary Business Practices and Quality Services to individual
with Disabilities under the Antismear Act.

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<input type="checkbox"/>	Governing Board Member
<input type="checkbox"/>	Vendor Advisory on Board
<input checked="" 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 checked="" 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.

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<input type="checkbox"/>	Governing Board Member
<input type="checkbox"/>	Vendor Advisory on Board
<input checked="" 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 Duane Allen Law (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 Oct 31, 2012

INTERNAL USE ONLY	
Date this Statement was received by Reviewer: _____	
The reporting individual <input type="checkbox"/> does <input type="checkbox"/> does not have a <input type="checkbox"/> present <input type="checkbox"/> potential conflict of interest	
Signature of Designated Reviewer <u></u>	Date Review Completed

KERN REGIONAL CENTER



February 5, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Please find enclosed a Conflict of Interest Reporting Statement for Duane Law, Kern Regional Center's Chief Executive Officer. Mr. Law does not have any potential conflict of interest to report in accordance with regulations.

If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "Susan Lara", written in a cursive style.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

KERN REGIONAL CENTER



February 5, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Please find enclosed a Conflict of Interest Reporting Statement for Duane Law, Kern Regional Center's Chief Executive Officer. Mr. Law does not have any potential conflict of interest to report in accordance with regulations.

If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara".

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

MATTHEW LA GRAND

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



RECEIVED

FEB 12 2013

February 5, 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member Matthew La Grand. Mr. La Grand is also a client of Kern Regional Center. Mr. La Grand currently works at Bakersfield Association for Retarded Citizens (BARC). BARC is a day program vendor and Mr. La Grand works in their packaging department. As a Board Member, Mr. La Grand does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Mr. La Grand does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "SL", is written over a horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
Area Board XII
Department of Developmental Services

CONFLICT OF INTEREST REPORTING STATEMENT
DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Matthew La Grand Regional Center: KERN

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

Board member / client

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<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.

I work @ BARC - a day program Vendor - in the packaging Dept.

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.

N/A

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.

I vote on contracts presented to the Board

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.

- Governing Board Member
- Vendor Advisory on Board
- Executive Director
- 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

Matt Wlaszka (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 Matt Wlaszka 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
----------------------------------	-----------------------

KERN REGIONAL CENTER



February 5, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member Matthew La Grand. Mr. La Grand is also a client of Kern Regional Center. Mr. La Grand currently works at Bakersfield Association for Retarded Citizens (BARC). BARC is a day program vendor and Mr. La Grand works in their packaging department. As a Board Member, Mr. La Grand does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Mr. La Grand does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara".

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

KERN REGIONAL CENTER



February 5, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member Matthew La Grand. Mr. La Grand is also a client of Kern Regional Center. Mr. La Grand currently works at Bakersfield Association for Retarded Citizens (BARC). BARC is a day program vendor and Mr. La Grand works in their packaging department. As a Board Member, Mr. La Grand does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Mr. La Grand does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "SL", written over a horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

EMILY GREENWOOD

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



February 13, 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member Emily Greenwood. Ms. Greenwood is also a client of Kern Regional Center. She does receive POS funded services through Kern Regional Center. As a Board Member, Mrs. Greenwood does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Ms. Greenwood does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,



Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
Area Board XII
Department of Developmental Services



CONFLICT OF INTEREST REPORTING STATEMENT
DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Emily Greenwood Regional Center: Kern

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.
Member, Kern Regional Center Board of Directors
and KRE client.

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<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.

N/A

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.

- Governing Board Member
- Vendor Advisory on Board
- Executive Director
- 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.

the Board of Directors votes on contracts over \$250,000.

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.
N/A

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
N/A

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.

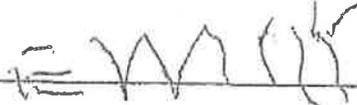
<input type="checkbox"/>	Governing Board Member
<input type="checkbox"/>	Vendor Advisory on Board
<input type="checkbox"/>	Executive Director
<input type="checkbox"/>	Employee/Other

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, Emily Greenwood (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 2.5.13

INTERNAL USE ONLY	
Date this Statement was received by Reviewer:	
The reporting individual <input type="checkbox"/> does <input type="checkbox"/> does not have a <input type="checkbox"/> present <input type="checkbox"/> potential conflict of interest	
Signature of Designated Reviewer	Date Review Completed
<u></u>	

KERN REGIONAL CENTER



February 13, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member Emily Greenwood. Ms. Greenwood is also a client of Kern Regional Center. She does receive POS funded through Kern Regional Center. As a Board Member, Ms. Greenwood does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Ms. Greenwood does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara", with a long horizontal flourish extending to the right.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

KERN REGIONAL CENTER



February 13, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member Emily Greenwood. Ms. Greenwood is also a client of Kern Regional Center. She does receive POS funded services through Kern Regional Center. As a Board Member, Ms. Greenwood does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Ms. Greenwood does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara", is written over a horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

IMAN KILLEBREW

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



February 5, 2013

RECEIVED

FEB 12 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Enclosed, please find a copy of a Conflict of Interest Reporting Statement for Iman Killebrew. Ms. Killebrew is sitting on a Kern Regional Center Board of Directors as the representative for the Vendor Advisory Committee. Ms. Killebrew is the co-owner of Aimes and As One, Inc. These vendors provide SLS services and Level IV I Group Homes. They also have a mobile community based program. Ms. Killebrew's husband, Steve Killebrew, is also involved in both of these companies. As the Chairperson of the Vendor Advisory Committee, Ms. Killebrew is sitting on the Kern Regional Center Board of Directors. In her position, Ms. Killebrew, does participate and votes related to approval of contracts over \$250,000.00.

Ms. Killebrew understands that she does have a potential for a conflict of interest as the result of her business interests. As a result, in order mitigate any potential conflict; Ms. Killebrew will not participate in discussions related to either SLS vendors or group home vendors. In addition, she will not vote regarding contracts for either type of vendors. Susan Lara, President of the Kern Regional Center Board of Directors, will be responsible for ensuring that Ms. Killebrew does not violate these restrictions. It should also be noted that in the past, Ms. Killebrew was on the Advisory Committee for ASPIRE which is a housing project for Kern Regional Center. Ms. Killebrew understands that this is a Conflict of Interest and is submitting her resignation from that advisory committee.

Kern Regional Center Board of Directors is supportive of Ms. Killebrew's participation in the Kern Regional Center Board of Directors and encourages approval of this Conflict of Interest Waiver request. If you have any questions regarding the enclosed Conflict of Interest Reporting Statement, please feel free to contact me at your convenience.

Sincerely,

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

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
Area Board XII
Department of Developmental Services

CONFLICT OF INTEREST REPORTING STATEMENT

DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Iman Hillebrew Regional Center: KRC

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

N/A

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<input checked="" 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.

I am Owner; Co Owner of Aimes;
 AS One Inc. we provide SLS and
 Group Homes from level 4-I; up
 we have mobile community based program

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.

My Husband Steve Killebred is also involved with both companies

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.

I am the chair for the Vendor Advisory Committee and I sit on KRC Board.

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.

- a) NO - I am not an officer of KRC board.
- b) YES - I vote on contracts that are not related to my vendorization with KRC.
- c) NO -

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 checked="" 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.

N/A

7. Are you responsible for negotiating, making,⁵ executing or approving contracts on behalf of the regional center? yes no -- If yes, please explain.

Board reviews all contracts I signed over \$250,000. — and I do not vote on contracts that are related to any of my Vendorizations.

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.

See # 2 ? # 3

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.

See # 3

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 checked="" type="checkbox"/> Governing Board Member
<input type="checkbox"/> Vendor Advisory on Board
<input type="checkbox"/> Executive Director
<input type="checkbox"/> Employee/Other

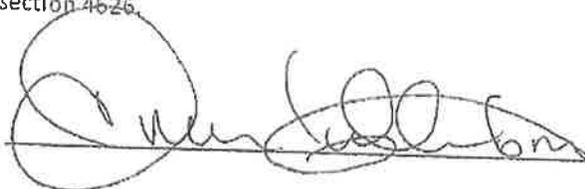
10. Do you evaluate employment applications or contract bids that are submitted by your family member(s)?
 yes no -- If yes, please explain.

N/A

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

Iman Killebrew (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 11.15.12

INTERNAL USE ONLY	
Date this Statement was received by Reviewer:	
The reporting individual <input type="checkbox"/> does <input type="checkbox"/> does not have a <input type="checkbox"/> present <input type="checkbox"/> potential conflict of interest	
Signature of Designated Reviewer	Date Review Completed
<u></u>	

KERN REGIONAL CENTER



February 5, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Enclosed, please find a copy of a Conflict of Interest Reporting Statement for Iman Killebrew. Ms. Killebrew is sitting on a Kern Regional Center Board of Directors as the representative for the Vendor Advisory Committee. Ms. Killebrew is the co-owner of Aimes and As One, Inc. These vendors provide SLS services and Level IV I Group Homes. They also have a mobile community based program. Ms. Killebrew's husband, Steve Killebrew, is also involved in both of these companies. As the Chairperson of the Vendor Advisory Committee, Ms. Killebrew is sitting on the Kern Regional Center Board of Directors. In her position, Ms. Killebrew, does participate and votes related to approval of contracts over \$250,000.00.

Ms. Killebrew understands that she does have a potential for a conflict of interest as the result of her business interests. As a result, in order mitigate any potential conflict; Ms. Killebrew will not participate in discussions related to either SLS vendors or group home vendors. In addition, she will not vote regarding contracts for either type of vendors. Susan Lara, President of the Kern Regional Center Board of Directors, will be responsible for ensuring that Ms. Killebrew does not violate these restrictions. It should also be noted that in the past, Ms. Killebrew was on the Advisory Committee for ASPIRE which is a housing project for Kern Regional Center. Ms. Killebrew understands that this is a Conflict of Interest and is submitting her resignation from that advisory committee.

Kern Regional Center Board of Directors is supportive of Ms. Killebrew's participation in the Kern Regional Center Board of Directors and encourages approval of this Conflict of Interest Waiver request. If you have any questions regarding the enclosed Conflict of Interest Reporting Statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in dark ink, appearing to read "SL", is written over a light-colored background.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board XII

State Council on Developmental Disabilities

Department of Developmental Services

2020 Central State Avenue Bakersfield, California 93308
(661) 327-8531 · Fax (661) 324-5060 TDD (661) 327-1251

KERN REGIONAL CENTER



February 5, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Enclosed, please find a copy of a Conflict of Interest Reporting Statement for Iman Killebrew. Ms. Killebrew is sitting on a Kern Regional Center Board of Directors as the representative for the Vendor Advisory Committee. Ms. Killebrew is the co-owner of Aimes and As One, Inc. These vendors provide SLS services and Level IV I Group Homes. They also have a mobile community based program. Ms. Killebrew's husband, Steve Killebrew, is also involved in both of these companies. As the Chairperson of the Vendor Advisory Committee, Ms. Killebrew is sitting on the Kern Regional Center Board of Directors. In her position, Ms. Killebrew, does participate and votes related to approval of contracts over \$250,000.00.

Ms. Killebrew understands that she does have a potential for a conflict of interest as the result of her business interests. As a result, in order mitigate any potential conflict; Ms. Killebrew will not participate in discussions related to either SLS vendors or group home vendors. In addition, she will not vote regarding contracts for either type of vendors. Susan Lara, President of the Kern Regional Center Board of Directors, will be responsible for ensuring that Ms. Killebrew does not violate these restrictions. It should also be noted that in the past, Ms. Killebrew was on the Advisory Committee for ASPIRE which is a housing project for Kern Regional Center. Ms. Killebrew understands that this is a Conflict of Interest and is submitting her resignation from that advisory committee.

Kern Regional Center Board of Directors is supportive of Ms. Killebrew's participation in the Kern Regional Center Board of Directors and encourages approval of this Conflict of Interest Waiver request. If you have any questions regarding the enclosed Conflict of Interest Reporting Statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara", written over a light blue horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII

State Council on Developmental Disabilities

Department of Developmental Services

2200 N. Street Avenue · Bakersfield, California 93308
(661) 327-8531 · Fax (661) 324-5060 · TDD (661) 327-1251

RAMONA PUGET

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



February 5, 2013

RECEIVED

FEB 12 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Please find enclosed a Conflict of Interest Reporting Statement for Ramona Puget. In the attached Conflict of Interest Reporting Statement, you will note that Ms. Puget is acknowledging her volunteer work with the organization Kern Autism Network (KAN). Ms. Puget is the President of this organization. It is noted that the Kern Autism Network is vendorized with Kern Regional Center for the sole purpose of funding an annual conference on autism. Ms. Puget does not receive any financial compensation for her participation with this volunteer organization.

As a Kern Regional Center Board Member, Ms. Puget is responsible for voting on contracts over \$250,000.00. These contracts are developed by Kern Regional Center staff and presented to the Board for approval.

Ms. Puget's participation with KAN does present a potential Conflict of Interest and is requesting a waiver. Ms. Puget understands that she cannot participate in Board discussions regarding KAN services. Susan Lara, as President of the Board of Directors, will assure Ms. Puget does not violate this safeguard.

Ms. Puget understands that she is obligated to discharge her responsibilities as a Board Member with integrity and fidelity, and that her decisions must benefit the Regional Center and consumers. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

Susan Lara, President
Kern Regional Center Board of Directors

RS:rj

Enclosure

cc: Area Board VIII
Area Board XII

Department of Developmental Services

2200 N. Street Avenue • Bakersfield, California 93308
(661) 327-8531 • Fax (661) 324-5060 • TDD (661) 327-1251

CONFLICT OF INTEREST REPORTING STATEMENT

DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Ramona Puget Regional Center: Kern

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

- Governing Board Member
- Vendor Advisory on Board
- Executive Director
- Employee/Other

volunteer

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.

- Kern Autism Network - Autism Society, President
- Annual Conference on Autism for parents

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.

- Kern Autism Network - Autism Society, President
- Annual Conference on Autism for parents
- no 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.

- See explanation above.

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.

- Governing Board Member
- Vendor Advisory on Board
- Executive Director
- 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.

KRC board - over \$250K

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.

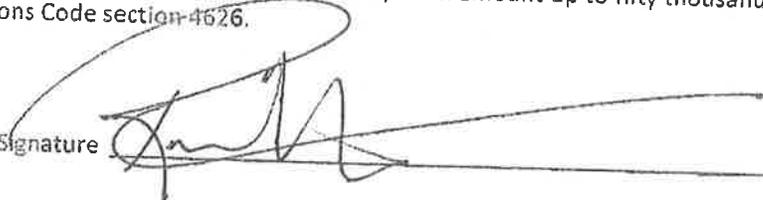
- Governing Board Member
- Vendor Advisory on Board
- Executive Director
- Employee/Other

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

Ramona Puget (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 12/20/12

INTERNAL USE ONLY	
Date this Statement was received by Reviewer:	
The reporting individual <input type="checkbox"/> does <input type="checkbox"/> does not have a <input type="checkbox"/> present <input type="checkbox"/> potential conflict of interest	
Signature of Designated Reviewer	Date Review Completed
<u></u>	

KERN REGIONAL CENTER



February 5, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Please find enclosed a Conflict of Interest Reporting Statement for Ramona Puget. In the attached Conflict of Interest Reporting Statement, you will note that Ms. Puget is acknowledging her volunteer work with the organization Kern Autism Network (KAN). Ms. Puget is the President of this organization. It is noted that the Kern Autism Network is vendorized with Kern Regional Center for the sole purpose of funding an annual conference on autism. Ms. Puget does not receive any financial compensation for her participation with this volunteer organization.

As a Kern Regional Center Board Member, Ms. Puget is responsible for voting on contracts over \$250,000.00. These contracts are developed by Kern Regional Center staff and presented to the Board for approval.

Ms. Puget's participation with KAN does present a potential Conflict of Interest and is requesting a waiver. Ms. Puget understands that she cannot participate in Board discussions regarding KAN services. Susan Lara, as President of the Board of Directors, will assure Ms. Puget does not violate this safeguard.

Ms. Puget understands that she is obligated to discharge her responsibilities as a Board Member with integrity and fidelity, and that her decisions must benefit the Regional Center and consumers. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

Susan Lara, President
Kern Regional Center Board of Directors

RS:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

KERN REGIONAL CENTER



February 5, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Please find enclosed a Conflict of Interest Reporting Statement for Ramona Puget. In the enclosed Conflict of Interest Reporting Statement, you will note that Ms. Puget is acknowledging her volunteer work with the organization Kern Autism Network (KAN). Ms. Puget is the President of this organization. It is noted that the Kern Autism Network is vendorized with Kern Regional Center for the sole purpose of funding an annual conference on autism. Ms. Puget does not receive any financial compensation for her participation with this volunteer organization.

As a Kern Regional Center Board Member, Ms. Puget is responsible for voting on contracts over \$250,000.00. These contracts are developed by Kern Regional Center staff and presented to the Board for approval.

Ms. Puget's participation with KAN does present a potential Conflict of Interest and is requesting a waiver. Ms. Puget understands that she cannot participate in Board discussions regarding KAN services. Susan Lara, as President of the Board of Directors, will assure Ms. Puget does not violate this safeguard.

Ms. Puget understands that she is obligated to discharge her responsibilities as a Board Member with integrity and fidelity, and that her decisions must benefit the Regional Center and consumers. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

Susan Lara, President
Kern Regional Center Board of Directors

RS:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

SUSAN LARA

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



February 5, 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

RECEIVED

FEB 12 2013

To Whom it May Concern:

Please find enclosed a Conflict of Interest Reporting Statement for Susan Lara, President of the Kern Regional Center Board of Directors. Ms. Lara reports that she is the parent of a KRC client who is medically fragile. As a result, Ms. Lara is vendorized for two services. The first vendorization is for reimbursement of medical mileage and the second vendorization is for providing personal assistance for her son. As a result of these vendorizations, Ms. Lara does receive more than \$250.00 per month from KRC for providing services to her son.

As a member of the Board of Directors, Ms. Lara is responsible for reviewing contracts for the Kern Regional Center with vendors when the contract is over \$250,000.00. Ms. Lara also participates in the review of Kern Regional Center's Purchase of Service Guidelines. As the President of the board, Ms. Lara only casts a vote in case of a tie.

Per regulations, Ms. Lara has a potential Conflict of Interest. She agrees to discharge her responsibilities with "integrity and fidelity" and that she will "exercise powers conferred upon her with interested skill, zeal and diligence and for the benefit of the Regional Center and the consumers." In addition, Ms. Lara is requesting a Conflict of Interest Waiver and agrees to refrain from Board discussions related to her vendored categories. As Vice-President of the board, Richard Stotler will assure Ms. Lara's compliance with these restrictions.

Kern Regional Center Board of Directors is supportive of this Conflict of Interest Waiver Request. If you have any questions regarding this statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "R. Stotler".

Richard Stotler, Vice-President
Kern Regional Center Board of Directors

RS:rj

Enclosure

cc: Area Board VIII
Area Board XII

Department of Developmental Services

15200 W. Street Avenue • Bakersfield, California 93308
(661) 327-8531 • Fax (661) 324-5060 • TDD (661) 327-1251

CONFLICT OF INTEREST REPORTING STATEMENT

DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Susan Lara Regional Center: Kern

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

President, Board of Directors

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<input checked="" 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. *Please see Attachment 1*
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. *N/A*

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 checked="" 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.

Please see attachment 1

7. Are you responsible for negotiating, making,⁵ executing or approving contracts on behalf of the regional center? yes no -- If yes, please explain.

Please see attachment 1

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 checked="" 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

Susan E. Lara (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 1/10/13

INTERNAL USE ONLY	
Date this Statement was received by Reviewer: _____	
The reporting individual <input type="checkbox"/> does <input type="checkbox"/> does not have a <input type="checkbox"/> present <input type="checkbox"/> potential conflict of interest	
Signature of Designated Reviewer <u></u>	Date Review Completed _____

Conflict of Interest Reporting Statement

DS 6016

ATTACHMENT 1

A. Information of Reporting Individual

Name: Susan Lara / Kern Regional Center

- 1) President, Board of Directors
- 2) No
- 3) Yes, my son, Raymond Lara is a client of KRC and very medically fragile. I am vendorized for two services that Raymond receives; Medical Mileage Reimbursement and Service Code 062 for Personal Assistance. As a result of that vendorization, I do receive more than \$250 dollars a month from KRC to deliver services to Raymond.
- 4) No
- 5) N/A
- 6) No – At first glance I would say no, there are no contracts the Board could approve that would benefit our family financially. Yes – At second glance our Board periodically reviews, updates and approves our POS Standard Guidelines and there is a potential issue that could arise if the Board were to vote on a POS Standard for Medical Mileage Reimbursement or Code 062 Personal Assistance which could alter my son's services. Recent changes to the Title 17 Regulations resulted in changes or decreases to the services received for my child which were automatic and not a result of a Board decision. As Board President, if the POS Standard Guidelines were brought for approval before the Board, I would look at any potential changes and how it would affect our consumer population as a whole. Having experience with these services and how they are supportive, valuable and needed for many of the families served by KRC, I feel my personal knowledge is vitally important to make essential decisions as to the guidelines and how they ultimately affect our consumers, while also taking into account the budget restraints of our system.
- 7) Yes - As a Board Member we review and vote on all contracts over \$250,000 that are previously prepared and brought to the Board for approval. And as Board President, I am in charge of leading the discussion and facilitating the vote on said contracts.
- 8) No
- 9) No
- 10) No
- 11) No

KERN REGIONAL CENTER



February 5, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Please find enclosed a Conflict of Interest Reporting Statement for Susan Lara, President of the Kern Regional Center Board of Directors. Ms. Lara reports that she is the parent of a KRC client who is medically fragile. As a result, Ms. Lara is vendorized for two services. The first vendorization is for reimbursement of medical mileage and the second vendorization is for providing personal assistance for her son. As a result of these vendorizations, Ms. Lara does receive more than \$250.00 per month from KRC for providing services to her son.

As a member of the Board of Directors, Ms. Lara is responsible for reviewing contracts for the Kern Regional Center with vendors when the contract is over \$250,000.00. Ms. Lara also participates in the review of Kern Regional Center's Purchase of Service Guidelines. As the President of the board, Ms. Lara only casts a vote in case of a tie.

Per regulations, Ms. Lara has a potential Conflict of Interest. She agrees to discharge her responsibilities with "integrity and fidelity" and that she will "exercise powers conferred upon her with interested skill, zeal and diligence and for the benefit of the Regional Center and the consumers." In addition, Ms. Lara is requesting a Conflict of Interest Waiver and agrees to refrain from Board discussions related to her vendored categories. As Vice-President of the board, Richard Stotler will assure Ms. Lara's compliance with these restrictions.

Kern Regional Center Board of Directors is supportive of this Conflict of Interest Waiver Request. If you have any questions regarding this statement, please feel free to contact me at your convenience.

Sincerely,

Richard Stotler, Vice-President
Kern Regional Center Board of Directors

RS:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

9200 W. Sierra Avenue Bakersfield, California 93308
(661) 327-8531 • Fax (661) 324-5060 • TDD (661) 327-1251

241

KERN REGIONAL CENTER



February 5, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Please find enclosed a Conflict of Interest Reporting Statement for Susan Lara, President of the Kern Regional Center Board of Directors. Ms. Lara reports that she is the parent of a KRC client who is medically fragile. As a result, Ms. Lara is vendorized for two services. The first vendorization is for reimbursement of medical mileage and the second vendorization is for providing personal assistance for her son. As a result of these vendorizations, Ms. Lara does receive more than \$250.00 per month from KRC for providing services to her son.

As a member of the Board of Directors, Ms. Lara is responsible for reviewing contracts for the Kern Regional Center with vendors when the contract is over \$250,000.00. Ms. Lara also participates in the review of Kern Regional Center's Purchase of Service Guidelines. As the President of the board, Ms. Lara only casts a vote in case of a tie.

Per regulations, Ms. Lara has a potential Conflict of Interest. She agrees to discharge her responsibilities with "integrity and fidelity" and that she will "exercise powers conferred upon her with interested skill, zeal and diligence and for the benefit of the Regional Center and the consumers." In addition, Ms. Lara is requesting a Conflict of Interest Waiver and agrees to refrain from Board discussions related to her vendored categories. As Vice-President of the board, Richard Stotler will assure Ms. Lara's compliance with these restrictions.

Kern Regional Center Board of Directors is supportive of this Conflict of Interest Waiver Request. If you have any questions regarding this statement, please feel free to contact me at your convenience.

Sincerely,

Richard Stotler, Vice-President
Kern Regional Center Board of Directors

RS:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

RICHARD STOTLER

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



February 5, 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Please find enclosed a copy of a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors Member Richard Stotler. Mr. Stotler is currently the Vice-President of the governing board of Kern Regional Center.

Mr. Stotler has declared a potential Conflict of Interest as a result of the fact that his mother is the owner of a building which is rented to a KRC vendor. The vendor organization is Great Advantages SLS. Mr. Stotler is not involved in his mother's business activities. In order to avoid any potential conflict of interest, Mr. Stotler understands that he should not discuss Kern Regional Center business with his mother or with the vendor, Great Advantages SLS. In addition, Mr. Stotler will refrain from any discussions related to this particular vendor during Board meetings. Susan Lara, President of Kern Regional Center Board of Directors, will be responsible for ensuring that Mr. Stotler follows the plan outlined above to assure avoidance of any potential conflict of interest.

The Kern Regional Center Board of Directors is supportive of Mr. Stotler's request for a Conflict of Interest Waiver. If you have any questions regarding the attached Conflict of Interest Reporting Statement from Mr. Stotler, please feel free to contact me at your convenience.

Sincerely,

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
Area Board XII
Department of Developmental Services



CONFLICT OF INTEREST REPORTING STATEMENT

DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: Richard Stotler Regional Center: Kern Regional Center

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

Currently, I am the Vice President of the Governing Board.

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

- | |
|--|
| <input checked="" 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 checked="" 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.

My Mother owns property which is rented to a vendor, Great Advantages SLS, of the Kern Regional Center.

7. Are you responsible for negotiating, making,⁵ executing or approving contracts on behalf of the regional center? yes no – If yes, please explain.

At regularly scheduled Board meetings, we approved contracts of vendors doing business with KRC.

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 checked="" 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 Richard Stotler (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 01/09/2013

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 <u></u>	Date Review Completed
--	-----------------------

KERN REGIONAL CENTER



February 5, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Please find enclosed a copy of a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors Member Richard Stotler. Mr. Stotler is currently the Vice-President of the governing board of Kern Regional Center.

Mr. Stotler has declared a potential Conflict of Interest as a result of the fact that his mother is the owner of a building which is rented to a KRC vendor. The vendor organization is Great Advantages SLS. Mr. Stotler is not involved in his mother's business activities. In order to avoid any potential conflict of interest, Mr. Stotler understands that he should not discuss Kern Regional Center business with his mother or with the vendor, Great Advantages SLS. In addition, Mr. Stotler will refrain from any discussions related to this particular vendor during Board meetings. Susan Lara, President of Kern Regional Center Board of Directors, will be responsible for ensuring that Mr. Stotler follows the plan outlined above to assure avoidance of any potential conflict of interest.

The Kern Regional Center Board of Directors is supportive of Mr. Stotler's request for a Conflict of Interest Waiver. If you have any questions regarding the attached Conflict of Interest Reporting Statement from Mr. Stotler, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Lara", is written over a light blue horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

KERN REGIONAL CENTER



February 5, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Please find enclosed a copy of a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors Member Richard Stotler. Mr. Stotler is currently the Vice-President of the governing board of Kern Regional Center.

Mr. Stotler has declared a potential Conflict of Interest as a result of the fact that his mother is the owner of a building which is rented to a KRC vendor. The vendor organization is Great Advantages SLS. Mr. Stotler is not involved in his mother's business activities. In order to avoid any potential conflict of interest, Mr. Stotler understands that he should not discuss Kern Regional Center business with his mother or with the vendor, Great Advantages SLS. In addition, Mr. Stotler will refrain from any discussions related to this particular vendor during Board meetings. Susan Lara, President of Kern Regional Center Board of Directors, will be responsible for ensuring that Mr. Stotler follows the plan outlined above to assure avoidance of any potential conflict of interest.

The Kern Regional Center Board of Directors is supportive of Mr. Stotler's request for a Conflict of Interest Waiver. If you have any questions regarding the attached Conflict of Interest Reporting Statement from Mr. Stotler, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to be "Susan Lara", written over a faint, larger signature.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

DAVID MARCUS

KERN REGIONAL CENTER

Supporting Equality, Independence & Opportunity



RECEIVED

MAR 04 2013

February 25, 2013

State Council on Developmental Disabilities
1507 21st Street
Sacramento, CA 95811

To Whom it May Concern:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member David Marcus. Mr. Marcus is also a client of Kern Regional Center. He does receive POS funded services through Kern Regional Center. As a Board Member, Mr. Marcus does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Mr. Marcus does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Lara", is written over a light blue horizontal line.

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
Area Board XII
Department of Developmental Services

CONFLICT OF INTEREST REPORTING STATEMENT

DS 6016 (New 08/2012)

The duties and responsibilities of your position with the regional center require you to file this Conflict of Interest Reporting Statement. The purpose of this statement is to assist you, the regional center and the Department of Developmental Services (DDS) to identify any relationships, positions or circumstances involving you which may create a conflict of interest between your regional center duties and obligations, and any other financial interests and/or relationships that you may have. In order to be comprehensive, this reporting statement requires you to provide information with respect to your financial interests.

A "conflict of interest" generally exists if you have one or more personal, business, or financial interests, or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your regional center duties. The specific circumstances and relationships which create a conflict of interest are set forth in the California Code of Regulations, title 17, sections 54500 through 54530. You should review these provisions to understand the specific financial interests and relationships that can create a conflict of interest.

Please answer the following questions to the best of your knowledge. If you find a question requires further explanation and/or there is not enough space to thoroughly answer the question, please attach as many additional sheets as necessary, and refer to the question number next to your answer. If the regional center identifies a conflict involving you, it will be required to prepare a conflict resolution plan. Some relevant definitions have been provided in the footnotes to assist you in responding to this statement.

You are required to file this Reporting Statement within 30 days of beginning your employment with the regional center or from the date that you are appointed to the regional center board or advisory committee board. You are then required to file an annual Reporting Statement by August 1st of every year while you remain employed with the regional center or while you are a member of the regional center board or advisory committee board. You must also file a Reporting Statement within 30 days of any change in your status that could result in a conflict of interest. Circumstances that can constitute a change in your status that can require you to file an updated Reporting Statement are described below in footnote one.

A. INFORMATION OF REPORTING INDIVIDUAL

Name: David Marcus Regional Center: Kern

Regional Center Position/Title: Governing Board Member Executive Director
 Vendor Advisory Committee sitting on Board Employee
 Contractor Agent Consultant

Reporting Status: Annual New Appointment (date): _____
 Change of Status¹

If a change in status, date and circumstance of change in status:

1. Please list your job title and describe your job duties at the regional center.

Board of Directors - member

¹ 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, legal commitment, change in regional center position or duties, or change to outside position or duties. See California Code of Regulations, title 17, sections 54531(d) and 54532(d).

<input checked="" 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. N/A

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 54528.

<input checked="" 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.

Vote on contracts over \$250,000

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 checked="" 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 David Marcus (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 David H Marcus Date 2-19-13

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

[Handwritten mark]

KERN REGIONAL CENTER



February 25, 2013

Area Board VIII
Attn: Joe Bolling, Director
770 E. Shaw Avenue, Suite 330
Fresno, CA 93710

Dear Mr. Bolling:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member David Marcus. Mr. Marcus is also a client of Kern Regional Center. He does receive POS funded through Kern Regional Center. As a Board Member, Mr. Marcus does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Mr. Marcus does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,

Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board XII
State Council on Developmental Disabilities
Department of Developmental Services

KERN REGIONAL CENTER



February 25, 2013

Area Board XII
Attn: Vicki Smith, Director
650 E. Hospitality Lane
San Bernardino, CA 92408

Dear Ms. Smith:

Enclosed, please find a Conflict of Interest Reporting Statement for Kern Regional Center Board of Directors member David Marcus. Mr. Marcus is also a client of Kern Regional Center. He does receive POS funded services through Kern Regional Center. As a Board Member, Mr. Marcus does vote on contracts in excess of \$250,000.00.

Based on his Conflict of Interest Reporting Statement, Mr. Marcus does not have a present or potential conflict of interest. If you have any questions regarding the enclosed statement, please feel free to contact me at your convenience.

Sincerely,


Susan Lara, President
Kern Regional Center Board of Directors

SL:rj

Enclosure

cc: Area Board VIII
State Council on Developmental Disabilities
Department of Developmental Services

AGENDA ITEM DETAIL SHEET

ISSUE: 2013 California Youth Leadership Forum.

BACKGROUND: The YLF is an innovative, intensive five-day career and leadership training program for high school juniors and seniors with disabilities. The training provides students with resources to choose and reach their employment and personal goals. YLF is presented in an entertaining and educational format in Sacramento, California.

In years past, the Family Forum has drawn 75-85 attendees. Approximately half have been parents of young children with cerebral palsy, with the remaining half divided among adolescents and adults with cerebral palsy, their families or caretakers and other professionals; typically 10 to 15 children attend.

ANALYSIS/DISCUSSION: YLF is requesting the renewal of annual funding in the amount of \$10,000 for the fiscal year 2013-2014.

SCDD funding will ensure participation of at least 10 student delegates with developmental disabilities in the California Youth Leadership Forum for Students with Disabilities (YLF). Responsibilities included completion of a variety of planning and project tasks in preparation for the 2013 Youth Leadership Forum for Students with Disabilities, including: processing potential student delegates' applications; notifying selected students; making travel arrangements; making arrangements for accommodations and medical services; and finalizing and printing training materials.

The program includes small and large group educational discussions, a talent/variety show, a dance, a formal luncheon with community leaders, meetings with State Legislators and a meeting in the Governor's Office.

Topics include "Choosing a Career," "Understanding the History of Disability as a Culture," and "Assistive Technology for Independence and Employment." Presenters include disability community leaders, legislators, celebrities, and other adult role models who have disabilities.

The students identify existing barriers to personal and professional success and develop plans to deal with those barriers. They learn to manage their independence, including their health care issues. They develop public policy recommendations, which are presented to the Governor and State Legislature.

Each student develops a "Personal Leadership Plan" which includes specific action items to help them reach their career and personal goals when they return to their communities.

The cost is approximately \$1,900 per student delegate, not including the many services and goods provided in-kind by volunteer supporters. The majority of costs are covered by private and corporate donations. Private donors have included Wells Fargo Foundation, IBM Corporation, Intel, Sutter Health, the California Foundation for Independent Living Centers and Friends of Californians with Disabilities, Inc. Major governmental partners include the State Employment Development Department, Department of Rehabilitation, Department of Education, California Workforce Investment Board, Department of Corrections and Rehabilitation, State Council on Developmental Disabilities, State Independent Living Council and the California Health Incentives Improvement Project. There is no charge for student delegates to attend the Forum.

COUNCIL STRATEGIC PLAN OBJECTIVE: Individuals with developmental disabilities have the information, skills, opportunities and support to advocate for their rights and services and to achieve self-determination, independence, productivity, integration and inclusion in all facets of community life.

PRIOR COUNCIL ACTIVITY: The Council has been providing approved funding on an annual basis to YLF since 2009.

RECOMMENDATION(S): Award \$10,000.00 to YLF for people with developmental disabilities to participate in this program.

ATTACHMENTS(S): 1. YLF request 2. Sponsorship budget page



FACT SHEET

2013 CALIFORNIA MODEL YOUTH LEADERSHIP FORUM FOR STUDENTS WITH DISABILITIES (YLF) *A Unique Program for Future Community Leaders*

WHAT IS THE YLF?

The YLF is an innovative, intensive five-day career and leadership training program for high school juniors and seniors with disabilities. The training provides students with resources to choose and reach their employment and personal goals. YLF is presented in an entertaining and educational format in Sacramento, California.

WHAT KINDS OF STUDENTS PARTICIPATE IN THE YOUTH LEADERSHIP FORUM?

Young people with disabilities who demonstrate leadership potential, academic success, involvement in extra-curricular activities, community involvement and the ability to interact effectively with other students. The event successfully integrates students who represent the disability and ethnic diversity of our State. Students are invited to apply from every public and private California high school.

WHAT SPECIFICALLY HAPPENS AT THE FORUM?

- The program includes small and large group educational discussions, a talent/variety show, a dance, a formal luncheon with community leaders, meetings with State Legislators and a meeting in the Governor's Office.
- Topics include "Choosing a Career," "Understanding the History of Disability as a Culture," and "Assistive Technology for Independence and Employment." Presenters include disability community leaders, legislators, celebrities, and other adult role models who have disabilities.
- The students identify existing barriers to personal and professional success and develop plans to deal with those barriers. They learn to manage their independence, including their health care issues. They develop public policy recommendations, which are presented to the Governor and State Legislature.
- Each student develops a "Personal Leadership Plan" which includes specific action items to help them reach their career and personal goals when they return to their communities.

WHY IS THIS PROJECT SO IMPORTANT FOR YOUNG PEOPLE?

Young people with disabilities have both more opportunities and more challenges than at any other time in our nation's history. The Americans with Disabilities Act (ADA) has created unprecedented opportunities for these young people to fully develop as positive, contributing members of our society. Our YLF enables them to learn from each other and from successful adults with disabilities. Hundreds of our YLF alumni lead productive, independent lives. Many have graduated from such prestigious universities as Santa Clara University, UCLA and Stanford and have successful careers in fields from accounting to acting.

WILL THERE BE MORE “YLF” FORUMS IN THE FUTURE?

The Forum is held annually, the end of July, in the State Capitol, Sacramento, and at California State University, Sacramento. Approximately 60 high school students are selected to attend through a competitive process.

The first-ever YLF was held in Sacramento in 1992 and successful forums have been held every summer since then. Plans are to produce the event annually in California. Additionally, California has trained more than 30 other states and Puerto Rico, and they now annually produce the California Model YLF in their States and Territories.

HOW MUCH DOES THE FORUM COST?

The cost is approximately \$1,900 per student delegate, not including the many services and goods provided in-kind by volunteer supporters. The majority of costs are covered by private and corporate donations. Private donors have included Wells Fargo Foundation, IBM Corporation, Intel, Sutter Health, the California Foundation for Independent Living Centers and Friends of Californians with Disabilities, Inc. Major governmental partners include the State Employment Development Department, Department of Rehabilitation, Department of Education, California Workforce Investment Board, Department of Corrections and Rehabilitation, State Council on Developmental Disabilities, State Independent Living Council and the California Health Incentives Improvement Project. There is no charge for student delegates to attend the Forum.



FRIENDS OF CALIFORNIANS WITH DISABILITIES, INC.

**California
Youth Leadership Forum for Students with Disabilities (YLF)**

**ANNUAL BUDGET 2013
(PROJECTED FOR 60 STUDENT DELEGATES)**

BUDGET ITEM	PROJECTED COST	AVERAGE COST PER DELEGATE
TRANSPORTATION (students and Volunteer staff)	\$ 16,020.	\$ 267.00
LODGING (CSU, Sacramento)	12,000.	200.00
FOOD SERVICE	12,720.	212.00
SUPPORT SERVICES (nurses, interpreters)	25,020.	417.00
ADAPTIVE EQUIPMENT/AUXILIARY AIDS (rental)	2,640.	44.00
TRAINING MATERIALS	12,420.	207.00
GUEST TRAINER STIPENDS/TRAVEL	7,320.	122.00
STUDENT TRAINING MATERIALS (alternate formats)	7,620.	127.00
STUDENT DELEGATE FOLLOW-UP (internships and career preparation)	7,500.	125.00
PROJECT COORDINATION (coordination of volunteer staff and budget)	8,040.	134.00
<u>TOTAL COST</u>	<u>\$ 111,300.</u>	<u>\$ 1,855.00</u>

Note: The YLF project model is based on an effective partnership utilizing hundreds of statewide volunteers who serve without compensation and who donate various goods and services to the project.

CALIFORNIA YOUTH LEADERSHIP FORUM FOR STUDENTS WITH DISABILITIES (YLF)

C/o Friends, Inc., Treasurer Don DeJesse, 16612 Landmark Avenue, Yorba Linda, CA 92886 dejesse@aol.com
A 501 C 3 non-profit corporation, Tax ID # 68-0239433

AGENDA ITEM DETAIL SHEET

ISSUE: United Cerebral Palsy (UCP) of San Diego County.

BACKGROUND: The California State Council on Developmental Disabilities (SCDD) supports events that promote self-advocacy, leadership and education, thereby enabling people with developmental disabilities and their family members to expand their knowledge and skills. Toward that goal, organizations may apply for Council sponsorships for events that promote consumer and family self-advocacy.

ANALYSIS/DISCUSSION: UCP is requesting a sponsorship in the amount of \$999.00.

Project College is a week-long on-campus living and learning experience for youth (ages 17- 22) with developmental disabilities who have a goal to attend college. This is our third year offering the program to approximately 12-15 young adults. The program addresses areas critical to college success in 4 primary areas:

Academic Achievement: Participants learn valuable information on how to achieve success in the college classroom and about the system of supports available on and off campus for academic support.

Campus Connections: Participants experience the many ways that college can be the best years of their lives. Living on an actual college campus, dining in the cafeteria, connecting with new friends, and joining in on campus activities are cornerstones of the week.

Healthy Lifestyles: Project College supports participants to develop a foundation for taking care of their health needs. Participants explore ways to manage stress and loneliness, discover relaxation techniques, and learn how to incorporate healthy lifestyle choices into their daily lives.

New Perspectives: Project College believes it is time to dispel the myth that post-secondary education is out of reach. Because the biggest barriers to success can sometimes be self-imposed, participants are guided to take on new life perspectives.

The program will be offered on the campus of the University of San Diego, July 7- 12, 2013. Students stay on campus Sunday evening through Friday afternoon.

In order to attract students who will obtain maximum benefit from the program, promotional materials have been developed and are disseminated throughout San Diego County and other parts of the state. Locations include the local school districts and transition programs, Autism Tree, Compass Family Services, San Diego Regional Center, Area Board, Autism Society, and the Exceptional Family Resource Center. Information will be also posted on the following websites: San Diego Regional Center, Area Board XIII, United Cerebral Palsy, Disability Rights California and Valerie's List. Our committee is made up of a diverse group of representatives from many of the above organizations as well as parents and individuals with developmental disabilities who have attended college. Committee members also participate in local conference resource fairs and speak directly to parent groups (e.g. IEP Day, Parent Nights, Transition workshops) to share information on the program. Other Area Boards throughout the state will also receive the information to share with potential interested family members and youth.

SCDD funds will be used to assist in paying stipends for the staff who provide supervision and support throughout the week.

COUNCIL STRATEGIC PLAN OBJECTIVE: Individuals with developmental disabilities have the information, skills, opportunities and support to advocate for their rights and services and to achieve self-determination, independence, productivity, integration and inclusion in all facets of community life.

PRIOR COUNCIL ACTIVITY: Since the beginning of FY 2012-13, the Council has awarded \$2,948.00 for sponsorship requests. The Council allocates \$25,000 per fiscal year for sponsorships. The fiscal year began July 1, 2012.

RECOMMENDATION(S): Award \$999.00 to UCP for people with developmental disabilities to participate in this program.

ATTACHMENTS(S): 1. UCP request 2. Sponsorship budget page
3. Letter of support



February 12, 2013

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



To Whom It Concerns:

On behalf of the **Project College** program, United Cerebral Palsy of San Diego County is requesting an SCDD Sponsorship. (Project College is the new name for the College Bound Program.)

Project College is a week long on-campus living and learning experience for youth (ages 17 – 22) with developmental disabilities who have a goal to attend college. This is our third year offering the program to approximately 12-15 young adults. The program addresses areas critical to college success in 4 primary areas:

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New Perspectives: *Project College believes it is time to dispel the myth that post-secondary education is out of reach. Because the biggest barriers to success can sometimes be self-imposed, participants are guided to take on new life perspectives.*

Current research indicates that:

- Only 18% of youth with disabilities receive a college education.
- Specific and appropriate support systems in college settings are sparse.
- Unemployment is 60% higher for people with disabilities, however, youth with disabilities who receive post secondary education are

OFFICERS:

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Executive Director

www.ucpsd.org

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Tax ID #95-1866066

A UNITED WAY AGENCY



more likely to be competitively employed and obtain higher earnings over time than their peers who do not have this experience.

- Post secondary education for students with disabilities correlates positively with independence, the development of self-determination skills, and promotion of social interaction between students with disabilities and their typical college-age peers.

We believe that our week long program is a great first start for students to enhance their potential at success in college. Starting in summer 2013, our agency is planning to offer tailored day supports to adults with developmental disabilities who are attending college. These tailored day supports, funded through the San Diego Regional Center, will be an excellent way to follow through on the success of the college experience week.

The program will be offered on the campus of the University of San Diego, July 7 - 12, 2013. Students stay on campus Sunday evening through Friday afternoon.

In order to attract students who will obtain maximum benefit from the program, promotional materials have been developed and are disseminated throughout San Diego County and other parts of the state. Locations include the local school districts and transition programs, Autism Tree, Compass Family Services, San Diego Regional Center, Area Board, Autism Society, and the Exceptional Family Resource Center. Information will be also posted on the following websites: San Diego Regional Center, Area Board XIII, United Cerebral Palsy, Disability Rights California and Valerie's List. Our committee is made up of a diverse group of representatives from many of the above organizations as well as parents and individuals with developmental disabilities who have attended college. Committee members also participate in local conference resource fairs and speak directly to parent groups (e.g. IEP Day, Parent Nights, Transition workshops) to share information on the program. Other Area Boards throughout the state will also receive the information to share with potential interested family members and youth.

SCDD funds will be used to assist in paying stipends for the staff who provide supervision and support throughout the week.

Attached are:

- 1) A complete budget for the program.
- 2) A list of other SCDD grants received by United Cerebral Palsy.
- 3) A letter of recommendation from i) a former student, ii) a parent, iii) Moises Baron of the University of San Diego.

Should we receive SCDD sponsorship, acknowledgement of support that consumer participation in the event is made possible, in part, with funding from the State Council on Developmental Disabilities will be provided during the event, most likely on our Project College t-shirts, our curriculum binders, and at our graduation ceremony.

Please feel free to contact me at (858) 571-7803 x 114 if you have any questions. Thank you for your consideration.

Yours truly,



Mary Krieger, Associate Executive Director of Programs
United Cerebral Palsy Association of San Diego County
8525 Gibbs Drive, Suite 209
San Diego, CA 92123



Attachments:

- 1) Project College Budget
- 2) Past SCDD Grants received by United Cerebral Palsy
- 3) Letters of Support (3)

**2013 College Bound
Budget**

Income	
Foundation Grant	\$8,000
Fundraising (other grants /donations)	\$6,500
Tuition	\$5,060
Total	\$19,560

Expenses	Amount
Staff Costs	\$1,600
Lead Program Staff (Evenings / Overnight)	\$1,000
Overnight Assistant	\$600
College Costs	\$6,710
Room (\$55 x 14 x 5)	\$3,850
Meals (\$32 x 16 x 5)	\$2,560
Classroom	\$300
Conference Materials	\$2,050
Curriculum Materials	\$1,000
Misc. Supplies	\$500
T-Shirts	\$150
Graduation Ceremony	\$400
Website / Promotional Materials	\$2,500
Postage	\$200
Administrative Allocation	\$500
Scholarships	\$6,000
Total	\$19,560

Date: 2/2013

**STATE COUNCIL ON DEVELOPMENTAL DISABILITIES GRANT AWARD HISTORY
TO UNITED CEREBRAL PALSY ASSOCIATION OF SAN DIEGO COUNTY**

<u>YEAR</u>	<u>PROJECT</u>	<u>AMOUNT</u>
2012	State Council Sponsorship of College Bound	\$999
2011	Regional Self-Advocacy Network with With Area Board 13	\$10,000
2008	Agency Sponsorship Grant for People First Conference Expenses	\$800
2007	Assistive Technology Center Loan Program	\$68,388
2004-06	Project Success Service Learning Program	\$157,291
1996	Assistive Technology Center	\$ 45,000
<u>Grants Submitted/Denied</u>		
2012	Project College (previously called College Bound)	\$123,612
2006	IPP Buddy System	\$80,000

07-23-2012

College Bound Team

Thank you so much for providing such an amazing program for our differently-abled students, this program was such a learning opportunity for my son, David.

I can think of about a million ways that David benefitted from this opportunity, but it's funny because one of the biggest take home messages for him was he began to understand that his own anxiety keeps him from doing things he ends up enjoying. The truly amazing thing is that it has opened up a door that I, as his mother alone, could not. It is through programs such as this that my son will be able to see a life beyond me and see that there is a whole world out there waiting for, and is accessible to, him.

He entered into the program with no desire to ever attend college, mostly because he had no idea what to expect. This program gave him the chance to be open to new possibilities. In a very safe and controlled way, he was able to see what is out there and gain skills that would help him to be successful. Programs such as these allow young people with disabilities the chance to open up to new ideas. His understanding of life and planning for his future is very limited and black and white. He went into this thinking college would be more like high school. Let's face it, high school is not always fun and nothing like college. Without a program like this he would never have given college a second thought. If he had been forced to try college, he would have been extremely lost, just as many college students without disabilities can be. For David, lost would likely equal never trying again. This program has afforded him the opportunity to learn some of the basic skills he would need to be successful on a college campus, and to some extent, in the work force, and life; things such as self advocacy, time management, note-taking, stress management, working with college professors, and independent living skills, to name a few. He can see that these are systems he can navigate, sometimes with help, to accomplish great things in his life. He now sees college as a maybe and an okay thing to do.

It was amazing to watch from afar and see the changes and possibilities that are opening up for my son. With him, as with many special needs students, there is a huge need to reinforce what is learned and he may need to attend the program more than once to master the skills that are being taught. I hope that this is a possibility in this time of huge budgetary constraint. I see that the possibilities are limitless for him, simply because we have given him a chance to learn skills that allow him to act more independently and see greater things in his future. The fact that this trip has opened his eyes to his anxiety holding him back from things he loves and that college may be possible gives me great hope as a parent. It is fantastic to see so many people get behind such a wonderful cause and make it possible for David (and others) to have a chance to safely and successfully learn what can be an overwhelming system at a very distressing time of life. Again, I would like to thank you for the opportunity to participate in such an amazing program and I look forward to future involvement with your amazing group.

Sincerely,
Nicole Diab
Mother of David Diab

7-23-2012

College Bound:

My name is David Diab and I am a senior attending Lincoln High School. Before going to college bound I didn't know what college would be like. I was scared and I was not sure if I would ever want to go to college. On Sunday, July 8th, at 3 am we drove down to San Diego to go to USD for a week. Chad and I went to "College Bound". We lived in a dormitory with two other roommates. The roommates names were Matt and Aaron. After we checked in our rooms, we went to a welcome meeting and met everyone else. I felt nervous when I first got there. The reason why I felt nervous is because I thought I would get lost. After the meeting I was no longer nervous. I actually ended up having a lot of fun learning about what college might be like. I learned a whole lot of new things. I learned about my new friends in my group. I also learned how to make myself responsible and independent by learning to take care of myself. I also learned new things in my classes each day.

Everything that I learned at USD was very useful and I met alot of people there. They taught me time management and my rights. The reason that I found the stuff useful is that I listened efficiently and I took carerul notes, it was important. During my stay with college bound we did a tour of the campus. It taught me where everything is and I felt confident to find things and that I could learn to find my way around a new place. I learned how to manage my time and my money. During the day we learned about different things, but at night we were able to have fun. I am just a little scared of different colleges now, and I don't know if they will be fun, the way college bound was. I did have a great time during those recreation times though, which made it easier for me to feel comfortable.

Thank you for the chance to go to a college. I really appreciate the chance to attend and learn. I would maybe like to go again if I can. Everyone ought to know what college is like and this is a good way for them to do that. I am still not sure what I want to do, but I think that I am not as afraid as before I went to San Diego.

Sincerely,

David Diab



July 24, 2012

To Whom It May Concern:

This letter is written in support of United Cerebral Palsy of San Diego's efforts to continue and expand the College Bound program. This program is unique in that it provides an opportunity for individuals with disabilities who may be able to attend community college or a university, to spend a week at a local college where they can experience college life and learn about services, supports and the skills necessary to succeed.

Our institution had an opportunity to host this program earlier this month and we were able to witness first hand its positive impact on the participants and their families. For many of them, this program kindled the realization that a postsecondary education could be an option to their future. Several professionals representing many units on campus (e.g., Student Affairs, Residential Life, Counseling Center, Student Support Services, and Disability Services) gladly participated in the development and implementation of the program. An added benefit of this partnership is that many of our students and student-employees were able to interact with the College Bound students, thus creating an inclusionary environment that truly benefited all.

In sum, we fully support and endorse this proposal and we are looking forward to working collaboratively with the United Cerebral Palsy of San Diego, the San Diego Regional Center and Area Board XII, to help prepare students and families for a successful college transition.

Sincerely,

Moisés Barón, Ph.D.
Assistant Vice President of Student Wellness
Director, COMPASS Academic Center at SOLES

Student Wellness
Serra Hall, 300
5998 Alcalá Park, San Diego, CA 92110-2492
Phone: (619) 260-4655 • Fax: (619) 260-4699
www.sandiego.edu



March 1, 2013

Robert Newton, Acting Executive Director
State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95811

Dear Roberta,

This year marks the 10th anniversary of Disability Capitol Action Day (DCAD), the nation's largest and most diverse cross-disability annual day of unity. To celebrate this benchmark, the DCAD 2013 theme will be "*Honoring Our Past and Inspiring Our Future.*" It is my pleasure to invite the State Council on Developmental Disabilities to join the Disability Action Coalition (DAC) and consider becoming a sponsor of DCAD 2013.

In 2012 we welcomed over 2000 participants and are looking forward to a grassroots marketing plan that will build the largest DCAD yet in 2013! Many people with disabilities come to DCAD to share a unifying experience with their community at the solidarity march, learn from the vendors at the Resource Fair and become better informed by our speakers at the Educational Rally. Past speakers have included Secretary of State Debra Bowen, Olmstead plaintiff Lois Curtis, our elected officials and leaders from California's Disability Community. With support from the SCDD we can continue to grow the nation's largest day of disability unity.

Please consider joining the Disability Action Coalition at the Gold Advocate Donor level with a generous donation of \$5,000.00. Your tax deductible donation will help support event materials and logistics. To see which other disability and allied organizations have sponsored DCAD, please visit our website at www.DisabilityActionCoalition.org.

Disability Action Coalition
C/O CFILC, 1234 H Street, Suite 100, Sacramento, CA 95814
(916) 325-1690 Phone / (916) 325-1695 TTY / (916) 325-1699 FAX
www.DisabilityActionCoalition.org

Enclosed is the Sponsorship Level Donation Form, complete with recognition for sponsorship levels. Our fiscal agent, California Foundation for Independent Living Centers, is a 501(c) 3 and our Tax ID number is 94-2838242. Please return the enclosed form with your generous donation to:

CFILC
ATTN: DCAD Sponsorship
1234 H Street, Suite 100
Sacramento, CA 95814

Please feel free to call me directly if you have any questions or would like to become a Platinum Sponsor with a generous donation of \$10,000.00. The entire coalition is looking forward to celebrating the 10th anniversary of Disability Capitol Action Day with historical speakers that *honor our past and inspire our future*. I hope you can join us!

Enclosures

Warmest regards,



Ted Jackson
Statewide Community Organizer
California Foundation For Independent Living Centers

Disability Action Coalition
C/O CFILC, 1234 H Street, Suite 100, Sacramento, CA 95814
(916) 325-1690 Phone / (916) 325-1695 TTY / (916) 325-1699 FAX
www.DisabilityActionCoalition.org



Disability Capitol Action Day Sponsorship Levels

\$10,000 – Platinum Advocate Donor

- Recognition on Disability Action Coalition website
- Announcement and Award during the Educational Rally
- Acknowledgment on all materials and full page ad in the Resource Fair Program
- Placement on the 10th Anniversary Commemorative DCAD Poster
- Complimentary Resource Fair Premium Location Exhibit Booth

\$5,000 – Gold Advocate Donor

- Recognition on Disability Action Coalition website
- Announcement during the Educational Rally
- Acknowledgment on all materials and full page ad in the Resource Fair Program
- Placement on the 10th Anniversary Commemorative DCAD Poster
- Complimentary Resource Fair Exhibit Booth

\$2,500 – Silver Advocate Donor

- Recognition on Disability Action Coalition website
- Announcement during the Educational Rally
- Half page ad in the Resource Fair Program

\$1,000 – Bronze Advocate Donor

- Recognition on Disability Action Coalition website
- Announcement during the Educational Rally
- Quarter page ad in the Resource Fair Program

\$500 – Advocate Donor

- Recognition on Disability Action Coalition website
- Announcement during the Educational Rally

Individual Donor

- Recognition on the Disability Action Coalition website.



Disability Action Coalition

Disability Capitol Action Day Sponsor Registration

Company/Organization: _____

Address: _____

City: _____ Zip Code: _____

Phone: _____ E-mail: _____

Website: _____

Contact Person: _____

Please indicate your sponsorship level:

- \$10,000 – Platinum Advocate Donor
- \$5,000 – Gold Advocate Donor
- \$2,500 – Silver Advocate Donor
- \$1,000 – Bronze Advocate Donor
- \$500 – Advocate Donor
- Other \$ _____
- Individual Donor

Return this registration form with payment to:
California Foundation for Independent Living Centers
c/o Disability Capitol Action Day
1234 H Street, Suite 100
Sacramento, CA. 95814
Phone: 916-325-1690
TDD: 916-325-1699
E-mail: ted@cfilc.org
www.disabilityactioncoalition.org

THANKS FOR YOUR SUPPORT!



DISABILITY CAPITOL ACTION DAY 2013 BUDGET

Budgeted for 3000 Participants

Travel Scholarships		20,000.00
 Promotional		
	Flyer Translation (Spanish and Chinese)	300
	Flyer Printing	600
	Flyer Printing-Chinese	100
	Legislative Sponsor Staff Award	50
 Hospitality		
	Box Lunches - 1500QTY	7,500.00
	Bottled Water - 4000QTY	700
	Shuttles: SMF to Capitol	1,250.00
	Bags of Ice - 50QTY	300.00
 March		
	City of Sacramento Parking Meter Permit	150
	Insurance	150
	City of Sacramento Special Events Permit	75
	Poster Boards	75
 Educational Rally		
	Capitol Grounds Permit	0
	ASL Interpreters	1000
	Simultaneous Translation	1,500.00
	Disc Jockey and Sound System	1,000.00
	Captioners	1,000.00
	T-Shirts	7,000.00
 Resource Fair		
	Program Translation Spanish	1000
	Program Print English - 1000QTY	1200
	Program Print Spanish - 300QTY	500
	Volunteer Appreciation	200
	<u>SERVICE RENTALS:</u>	7,000.00
	<i>Super Cooler - 6QTY</i>	

106 Quart Ice Chest - 6QTY
Banquet Tables - 40QTY
White Folding Chairs - 900QTY
White Canopy 10'X10' - 5QTY
Supply Kit
Base Umbrella - 20QTY
White Canopy 20'X30' - 4QTY
Market Umbrella 9' - 25QTY
Market Umbrella Base - 25QTY
Weighted Water Barrell-16QTY
Porter-Potties-6QTY (3 x ADA)

Contingency	1000
TOTAL 2013 BUDGET	53,650.00

Area Board Report to Council

Area Board: 1 Reporting Period: January – February Date: 2-26-2013

Highlights

- 1- Brian Ward of McKinleyville, California was recently appointed to Area Board 1 by the Humboldt County Board of Supervisors. Brian is an advocate, has previously served on the Redwood Coast Regional Center Board, the Association of Regional Center Agencies Consumer/Client Advisory Committee and the Making Headway Board which service individuals with Traumatic Brain Injuries.
- 2- Cycle 35 Program Development Grant activity has begun!! (See Goal 9).

Activities to Implement the State Plan During this Period

Goal 1-Due to the resignation of our representative to the Statewide Self Advocacy Network, Board Member Willie West volunteered to serve as acting representative during the time of transition. **Goal 2**-Staff is actively collaborating with the local Health and Human Services agency to develop and modify training and informational materials to incorporate plain/user friendly language which will be distributed to over 3000 individuals. **Goal 3**-the NCI/QA program has sent out over 2300 surveys to clients in Napa, Solano, Sonoma, Del Norte, Humboldt, Lake and Mendocino counties. **Goal 5**-On-going collaboration with Regional Center and local agencies to produce and disseminate In Case of Emergency ID Cards. **Goal 6**-Staff is working with the Interagency Transition Team to prepare for the Spring Transition Panel for students and family members. **Goal 9**-Grant Cycle 35 Project Update-trainings in Lake and Del Norte counties entitled, "Customized Employment, The Basics of Discovery, & the Impact of work on Social Security Benefits," by Trainer Janet Stevely of Griffin-Hamis Associates, have been completed. By initial participant reports and feedback, the trainings were successful. Participants were very engaged in the section covering Social Security. A total of 54 agency representatives/providers attended the events. It is projected that at minimum 430 clients will benefit from these two workshops through more knowledgeable staff that can provide benefit information as well as innovative approaches to finding and keeping rewarding employment. The next (and final) training is set for April 3, 2013 in Eureka.

Issues or Concerns for State Council Consideration

Aging caregivers is a topic that we have heard echoed in Quality Assurance surveys and interviews and increasingly in the community. Many clients are living with aging family members and caregivers. We have shared the Dept. of Developmental Services Thinking Ahead: My Way, My Choice, My Life at the End. Our constituency would appreciate any resources, tools and information about best practices that Council Members and Area Boards can share in order to respectfully and proactively approach what can be a delicate and difficult topic for clients and families to address.

Area Board Report to Council

Area Board: 2 Reporting Period: Feb/Mar 2013 – Period 3 Date: March 5, 2013

Highlights

AB2 is excited to welcome Linda Deasey, our new Trinity County representative! She was appointed by Trinity County Board of Supervisors on 2/13/13. Linda has extensive knowledge of the developmental disabilities field as she has worked for the Department of Developmental Services/Lanterman Developmental Center for 27 years as a RN providing direct care and as a supervisor/manager. She also worked for California's Department of Public Health-Licensing & Certification Division for eight years – she has since retired from state service after 35 years. Linda has an interest in advocacy and brings with her a vast knowledge of laws and regulations related to state provisions of services to individuals with disabilities.

Activities to Implement the State Plan During this Period

Goal 6(A) – Adult Transition /SCDD 2012-2016 State Plan

AB2 is actively participating in the Shasta County Transition Partnership (SCTP). SCTP believes that collaboration and communication among local transition partners (organizations, agencies, employers, and educational systems) with youth and families will strengthen transitions. Currently SCTP members, in collaboration with the Shasta County Special Education Local Plan Area (SELPA) and Far Northern Regional Center, are developing a plain language document that identifies facts related to the high school diploma and the certificate of completion. This document will help students, family members and others working with high school age youth to have accurate information that will help in the decision making process faced by young adults and their family members related to both courses of study and the outcomes and opportunities directly related to each document representing high completion.

Goal 10(A) – Health Services / SCDD 2012-2016 State Plan

AB2 is partaking in Far Northern Regional Center's Wellness Project. The project will be designed to support consumers, their families, and service provider staff as they adopt and sustain behaviors that reduce health risks, improve quality of life, enhance personal effectiveness, and benefit the communities they live in. This project is designed to be ongoing and will incorporate into all aspects of funded regional center services as a way to promote a cultural shift in how wellness is approached. AB2 will be participating in the planning and promotion, implementation of activities and the evaluation and monitoring of this project.

Goal 10(B) – Health Services / SCDD 2012-2016 State Plan

AB2 is contributing in the Diversability Advocacy Network (D.A.N.). D.A.N. is a collaborative of cross disability advocacy agencies. The mission of this network is to advocate for the dignity, health, and independence of all individuals, regardless of age, who experience disabilities, functional limitations or chronic conditions and who use long term services and supports. The primary focus of this advocacy network to date has been to organize, educate, update and prepare both the community and stakeholders for the changes to long term services and supports correlating with California's Coordinated Care Initiative and the Federal Affordable Care Act.

Goal 2(C) – Rights Training and Advocacy / SCDD 2012-2016 State Plan

AB2 promoted and participated in an educational rights training led by Disability Rights California on February 26, 2013. The training topics included Child Find, Section 504, I.E.P. processes, and course of study for diploma or certificate of completion.

Issues or Concerns for State Council Consideration

Concerns center on the impact of Federal sequestration and the effect the cutbacks will have on programs and services that individuals and families with developmental disabilities access and rely on.

Concerns related to Federal sequestration and the impact on State DD councils.

Area Board Report to Council

Area Board: 3 Reporting Period: January/February 2013 Date: March 2013

Highlights

Initiated a Lecture Series by professionals in various fields including **Transition, Estate Planning, IEP/IPP Development, Early Intervention and Employment** to assist families and individuals in better understanding available resources as well as planning for change, with the first session is scheduled for Wednesday February 27, 2013; featuring Michael Pearce ESQ talking about Estate Planning using such innovative tools as First Plan for Special Needs and Six Degrees of Transition planning system. The March lecture series will feature a panel discussion on Transition Planning with speakers from the Department of Rehabilitation, Regional Center and Education. Area Board 3 maintains a website and Facebook page averaging **2700** hits a month on the website and reaching more than **225** individuals a week on our Facebook page. The Area Board toured Sonoma Developmental Center in late February.

Activities to Implement the State Plan During this Period

Goal#1 Individuals with developmental disabilities have information, skills, and opportunities and support to advocate for their rights and services and to achieve self-determination, independence, productivity, integration and inclusion in all facets of community life. Area Board 3's Lecture Series will provide opportunities for education and information to both individuals as well as families in reaching decisions towards independence.

Area Board 3 will continue its work with the Supported Life Institute in promoting the 18th Annual Statewide Self-Advocacy Conference. This conference continues to maintain a policy that self-advocates are THE ONLY session speakers.

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. Area Board 3 provided support to **120** families in the area of education and Lanterman Act Rights, **33** cases supporting issues of transition from school to adulthood and represented **1** family and **1** individual in regional center mediation matters.

Goal#6 Young adults with developmental disabilities and their families get the information and supports to be prepared for and experience successful transition to adult life. The Area Board supported a number of students and teaching staff in a local High School district in attending the 17th annual Self-Advocacy Conference. The students and staff have now initiated a district based transition workgroup expanding interest and knowledge about transition services and transition planning.

Issues or Concerns for State Council Consideration

The Area Board remains concerned regarding Welfare and Institutions Code section 4648.55. With regard to 4648.55(a), there appears to be a lack of coordination with the Department of Education as well as a clear inconsistency with the Employment First concept. Regarding 4648.55(b) to even consider revoking services and returning an individual to an educational setting once they have left is inconsistent with the Lanterman Act and the intent of the Legislature as described in Section 4501: *Services and supports should be available to enable persons with developmental disabilities to approximate the pattern of everyday living available to people without disabilities of the same age.*

The Area Board is also concerned with the many aspects of SB946 and the execution of the law as it relates to co-payment and thus the dismantling of entitlement. There is a lack of consistency regarding co-payment practices among the regional centers. Secondly, there appears to be an effort to now impose a “means test” in having families pay for insurance co-payments related to autism services. The Area Board believes that any form of income testing for services defined in the Lanterman Act is an action in conflict with Entitlement.

Area Board 4 Report Period '2', January – February 2013

Highlights

Self advocacy

Parent empowerment

Sonoma Developmental Center

E-News

Activities to Implement the State Plan During This Period

Self Advocacy

The goal of Area Board 4's self advocacy efforts is to support and empower people to have better lives. In January we coordinated a Regional Self Advocacy meeting. Based on input from advocates, the topic of the meeting was on jobs. We had a tremendous response and we had to stop accepting RSVPs when we hit the room capacity of 115 people. At the meeting, Daniel Meadows, Michael Thomas, and Leilani Pfeiffer from Disability Rights California talked about supported employment. We also had a panel of people who own and operate their own small businesses, and an agency that makes interest-free loans to people with disabilities who want to start their own businesses.

Immediately after the meeting, several individuals contacted Area Board 4 about wanting to work. We are in the process of setting up planning meetings and working with agencies to support people who want to get jobs or start their own businesses. In parts of our area, there is a lack of services available for people who want individual supported employment or individualized, community-based options. We are meeting with agencies to encourage and support them to expand their program options and we developed a fact sheet on Tailored Day Services so individuals know about this service.

We publish a self - advocacy newsletter that has been a good tool to provide information and maintain connections between regional meetings. We've found that the individuals who have been featured in the newsletter have become even more remarkable leaders. One woman is researching getting onto a board of directors, and two people are advocating to get jobs for themselves. The recognition of their accomplishments in the newsletters gave the individuals confidence to do even more in their lives.

We've been coordinating presentations by advocacy leaders to parent groups. After one meeting a parent said that an important lesson she learned was, "I need to let my son be more independent. That's one thing that I always struggled with because I just worry a lot." A teenager who was present at one of the parent meetings was shocked to realize that he could go to college like the speaker had. He went to school the next day and excitedly told his teachers that he was going to go to college.

In collaboration with Area Board 3, we brought Zach Miller a self advocacy leader from Sacramento, to speak to a day program and a self advocacy group. Zach talked about living in an institution, the history of institutions, the history of self advocacy, and his work starting and supporting self advocacy groups.

Parent empowerment

Area Board 4 organizes the meetings of the Vallejo Community Advisory Committee for Special Education. For many years, we've worked to increase parent involvement in the Vallejo CAC. This school year we are seeing results and an active group of parents are consistently attending meetings and participating in projects. We have had some success in our outreach efforts to Spanish-speaking families, and we translate all Vallejo CAC documents into Spanish. We maintain a mailing list of Spanish-speaking families and we regularly provide translated information to them.

Area Board 4 is working in several districts to increase inclusion options, provide information to families on transition planning, and assist with providing trainings on positive behavior interventions.

Sonoma Developmental Center

Area Board collaborated with The Arc of California, Gamaliel of California and North Bay Organizing Project, SCDD Headquarters, and Disability Rights California to have a discussion about strategies to stop abuse and obtain justice for victims of abuse at Sonoma Developmental Center. This meeting was a follow-up to meetings held in the Fall with the District Attorney and the Sonoma County Sherriff.

A summary of the meeting written by The Arc's representative can be obtained by contacting Robert Phillips at Area 4 Board.

E-News

With its "E-News", the Area 4 Board provides a valuable function of bringing news and resource information to its constituency.

Issues of the AB4's E-News were distributed to over 400 people. The January issue contained information and summaries and links to articles. Topics covered included the

troubles at Sonoma Developmental Center; a Guide to the State Budget Process; articles by the Legislative Analyst's Office on the fiscal outlook and on special education in California; on Temple Grandin; and announcements of events and opportunities such as the Youth Leadership Forum. The February issue followed the same format of brief summaries and links to source articles on topics including, "R-Word" Dropped by Social Security Administration"; Campaign for Disability Employment; Assistive Technology Resource Fair; Innovative Practices for Integrated Employment; Transition to Employment Federal Legislation; Tool Kits for Self Advocacy; Section 8 Alert for Napa County; and, Area Board Calendar and Resources.

Area Board Report to Council

Area Board: 5 Reporting Period: Jan-Feb 2013 Date: 02/28/2013

Highlights

A Legislative Town Hall Meeting held in Oakland drew 5 local legislators who attended in person, 12 legislative staff, and a crowd of over 200 people. The event focused on the need for new revenues to support community-based programs. We received local radio coverage.

Feda Almaliti was a co-presenter on The Affordable Care Act with the Regional Director from HHS at the February Alameda DD Council meeting.

Staff continue their activities to implement the State Plan both through systems change as well as individual advocacy. The Board welcomes a new Governor's appointee (a primary consumer) and a parent from Marin.

Activities to Implement the State Plan During this Period

A legislative town hall meeting was held in Oakland on February 8 with the theme of living, working and playing in inclusive environments in the community. In attendance were 2 state Senators, 3 Assemblymembers and 11 local legislative staff members (as well as one from our Congressional delegation), adults with developmental disabilities, family members, and providers/professionals. More than 200 people attended. The event was emceed by the Consumer Action Committee from ALIVE (Actively Living and Involved in a Variety of Endeavors) and was covered by a reporter from radio station KPFA (<http://soundcloud.com/kpfa-fm-94-1-berkeley/martinez-developmental>). It focused on the need to raise new revenues for affordable housing, supported living, and supported employment while continuing to downsize institutions and better prepare for the wave of young adults with autism.

On February 13 at the monthly meeting of the Alameda County DD Planning and Advisory Council, Feda Almaliti, Area Board 5 representative to the State Council, co-presented on The Affordable Care Act, along with Herb Schultz, Regional Director of the U.S. Department of Health and Human Services. About 45 people were in attendance.

Area Board staff attended board and committee meetings for both Golden Gate Regional Center and Regional Center of the East Bay, attended legislative open houses for two local Assemblymembers, and began planning for the annual Golden Gate Self-Advocacy Conference in September. We continue to support local chapters of Bay Area People First, an at-large representative to People First of California and the Statewide Self-Advocacy Network. We provided individual advocacy services for 14 individuals/family members during this period. Upcoming events already scheduled include participation in the RFP selection committees for GGRC's and RCEB's Community Placement Plans; the groundbreaking ceremony at Jack Capon Village, a 19-unit affordable housing development for people with developmental disabilities in Alameda, and the Alameda County Transition Fair.

On the Board of Directors, in addition to our four new recently appointed board members, we have another new board member from the Board of Supervisors in Marin County, and one in the works from Contra Costa County. We are still recruiting for 3 open positions, one in San Francisco and two in San Mateo County.

Issues or Concerns for State Council Consideration

There are ongoing concerns about the situation at Sonoma Developmental Center. The Board approved a letter to be written to DDS asking for reforms and greater accountability. Board members are wondering what action the State Council may take.

Area Board Report to Council

Area Board 6

Reporting Period: Jan-Feb 2013

Date: 3/5/2013

Highlights

Goal #1c) Area Board 6 provided technical support to the Self Advocacy Council 6 at their annual Area Meeting of Self Advocates. Over 200 self advocates from Amador, Calaveras, San Joaquin, Stanislaus and Tuolumne Counties participated. Daniel Meadows from Disability Rights California gave a presentation on bullying.

Goal#2b) Provided an IEP training in collaboration with Family Resource Network to 15 parents in San Joaquin country.

Goal 3b) Mailed 2800 Quality Assurance surveys.

Goal 15a) Area Board 6 translated the Area Board 6 brochure into Spanish and disseminated it widely in catchment area.

Activities to Implement the State Plan During this Period

Goal1a) Assisted a self-advocate from area 6 to participate at the Statewide Self Advocacy Network Meeting in Sacramento.

Goal 2a) Assisted 3 individuals and 15 families in advocating for their services and supports; resulting in two informal hearings, one mediation and 15 IEP information and support.

Goal 2a) Facilitate a newly developed monthly Residential Task Force in collaboration with parents of children and adults with Autism, Valley Mountain Regional Center staff , Family Resource Network, and Disability Rights California (OCRA).

Goal 2c) Participated at the California Transition Alliance seminar on resources and supports to educators from multiple school districts and SEPLA's to improve the transition process for children and adults. Over 100 educators and school psychologists were in attendance.

Goal 6a) Transition 2 Life began its project October 1, 2012- this is the grant recipient for Program Development Fund- Cycle 35 for area board 6. This grant focuses on Amador, Calaveras and Tuolumne Transition students and will provide training to youth on effective transition to inclusive adult life.

Goal 9a) Participated at the Micro Business planning meetings for two upcoming Micro Business Fairs in San Joaquin and Stanislaus.

Issues or Concerns for State Council Consideration

Facilitation for SCDD members- at a previous SCDD meeting- two closed sessions occurred and the facilitators were asked to leave for the first one but were allowed to stay for the second one. This left our member without support to understand the materials and conversation surrounding the first closed session. We would suggest a consistent protocol for such sessions. If a member needs the support during an open session- it would stand to reason that the support should not be taken away during a closed session.

Area Board Report to Council

David Grady

Area Board: 7
Highlights

Reporting Period: February, 2013

Date: 2/26/13

- Attended Domestic Violence Seminar with local agency
- Attended Transition Consortium Meeting
- Attended Silicon Valley Independent Living Center's committee on Medi-Medi funding of long term care.
- Arranged and attended Parents Helping Parents ITech Center overview of services.
- SSAN
 - Attending SSAN 1/4ly meeting with AB7 representative.
 - Statewide Self-Advocacy Network Outreach to 5 local organization's
 - AB7 and SSAN partner met with one self-advocacy organization to problem solve concerns with employment.
 - Recruit 7 spokespersons for SSAN Outreach effort.
 - Trained 2 spokespersons to give presentations.
- NCI
 - Began mailing for Child / Family Surveys for both Area Board 7 and 9.
- Board Recruiting
 - Governor's Office
 - Three seats are open
 - Conference Call with Governor's Appointment Office to coordinate and streamline applications and appointment process.
 - Santa Clara
 - One seat open
 - Appointment of new board member.
 - Two applications being considered.
 - Ongoing dialog with Supervisor's office to expedite the appointment of one of the two applicants.
 - Santa Cruz
 - One seat open
 - One application being considered
 - Ongoing dialog with Supervisor's office to expedite the appointment of one of the two applicants.
 - Monterey
 - Three seats open.
 - Ongoing recruitment of applicants.
 - San Benito
 - One seat open.
 - Ongoing recruitment of applicants.
 - Teleconferencing
 - Arranged teleconferencing site for board meetings in Santa Cruz area.
 - Arranging teleconferencing services.
 - Arranging other off site public locations for teleconferencing of board meetings.
 - Board Development
 - Arranged orientation for new board members.
- Individual Advocacy
 - 52 Individual/ Families received Advocacy Support
 - Of the 55 approximately 47 were for Special Education support including:
 - Less restrictive placement / mainstreaming
 - Behavioral supports
 - Assistive Technology
 - Mediation prep and training
 - Communication
 - IEP Compliance
 - Transition

- Of the 55 approximately 5 were for Regional Center individual/family's needs including:
 - Eligibility
 - ABA co-pay
 - Conservatorship
 - Housing
 - Employment referrals
- Attended 8 IEP meetings to support individual/families.
- Tech Support to a volunteer offering support to Spanish Speaking Advocate in Santa Cruz County.

Activities to Implement the State Plan During this Period

- Goal 1
 - SSAN: 14 Contacts
- Goal 2
 - Rights Training: 1 presentation to 12 participants
 - School Outreach: 2 presentations to 5 participants
 - Developmental Center: QA Review (Third Party Interviews) to 1 care home opened in response to closure of Agnews.
 - Advocacy: Provided direct advocacy for 4 individuals and families in the area of housing, rights, transition.
 - 55 Individual/Family Advocacy
- Goal 3
 - Surveys Mailed for Area Board 7 and 9: ~ 90 surveys returned.
- Goal 6:
 - Transition Consortium: Attended 1 planning meeting
 - 1 Individual/Family Advocacy
- Goal 9:
 - Advocacy Group of 9 met to discuss expanding job opportunities within the program.
 - 1 Individual/Family Advocacy
- Goal 11:
 - 2 Individual/Family Advocacy: Housing.
 - Referral made to 1 individual and his support staff.
- Goal 14:
 - Public Policy: Attended one committee meeting regarding possible Medi-Medi funding of long term care.
- Goal 15
 - Tech Support to Spanish speaking advocate.

Issues or Concerns for State Council Consideration

- Ongoing monitoring of AB 946 in area of co-pays and deductions.
- Translator Options beyond Language Line
- Ongoing Training
 - Special Education Law
 - Regional Center Fair Hearings
 - Advocacy Best Practices.

Area Board Report to Council

Area Board: VIII _____ Reporting Period: 1/13-2/13
Date: 5 March 2013

Highlights

Area Board staff represented families at various IEP and IPP meeting.

Staff presented information to mental health programs serving families with dual diagnosed children.

Participated in various meetings to promote system change for people with Intellectual and Developmental Disabilities.

Conducted outreach to encourage participation in anti-bullying programs in local schools.

Provided workshops to families interested in advocating for their school age children.

Collaborated with family service agencies to promote awareness of needs for families with children who have autism.

Activities to Implement the State Plan During this Period

Issues or Concerns for State Council Consideration

Regional centers need to provide list of available services to families and clients. Families often times have no idea what RC's can provide to them.

Area Board Report to Council

Area Board: 9 Reporting Period: January to March Date: 03/05/2013

Highlights

Plain Language and Accessibility of Materials: Area Board 9 continued its work from last year in speaking to Tri-Counties Regional Center (TCRC) staff about the development of plain language notices of action and accessibility of written and online materials; TCRC has developed a more accessible website and is using readability tools to measure how easily read and understood their written and online materials are for our community.

Collaboration with Federal DD Partners: On February 21st, Area Board 9 collaborated with Disability Rights California in San Luis Obispo County for a presentation. On March 4th, Area Board 9 collaborated with USC's UCEDD on recommendations and proposed amendments to SB 946.

Activities to Implement the State Plan During this Period

Goal 1/Objective 1b: Strengthen existing self-advocacy groups- Area Board 9 attended meetings and provided support to existing (and wonderful!!) self advocate groups in the Tri-Counties area: People First San Luis Obispo, People First of Santa Barbara County, and People First, Santa Maria Chapter.

Goal 2/Objective 2c: Participate in resource fairs with SELPAs, CACs, and FRCs for youth and adults with disabilities- Area Board 9 attended and participated in many resource fairs focused on transition for youth and young adults: Santa Barbara County Office of Education/SELPA Transition Fair Oxnard Unified School District/SELPA Transition Fair; Conejo Valley Unified School District/SELPA Transition Fair; Ventura Unified School District/SELPA Transition Fair; Simi Valley Unified School District/SELPA Transition Fair.

Goal 14/Objective 14a: Review and take positions on proposed state and federal legislation- Area Board 9 continued its legislative and public policy work connected with Senate Bill 946; Area Boards 9 and 13 continued its work in putting together the panel discussion for the State Council meeting on March 20; In addition, Area Board 9 reviewed the proposed DDS trailer bill amending SB 946; Area Board 9 reviewed the proposed guidelines offered by the Autism Advisory Task Force; Area Board 9 reviewed the proposed emergency regulations by the Department of Insurance Commissioner Jones.

Goal 15/Objective 15a: Provide access to information and resources in ways that reflect language and cultural preferences for people with developmental disabilities- Area Board 9 continued its work from last year in speaking to Tri-Counties Regional Center (TCRC) staff about the development of plain language notices of action and accessibility of written and online materials; TCRC has developed a more accessible website and is using readability tools to measure how easily read and understood their written and online materials are for our community.

Issues or Concerns for State Council Consideration

Changes to the In Home Supportive Services (IHSS) Program: Area Board 9 has learned that there will be sweeping changes in how IHSS calculates its hours and changes to the computer system that controls how IHSS workers are paid. Area Board 9 would like to investigate this further and report to the State Council on its findings.

Area Board Report to Council

Area Board: 10 Reporting Period: January-February 2013

Date: 3/5/13

Highlights

We promoted, coordinated, and sponsored a seminar about financial planning, special needs trusts, and conservatorships which had 62 attendees and excellent evaluations.

We updated and distributed our Parent Support Group Directory, Self-Advocacy Group Directory, and booklet on employment, "Why Work Is Better".

We distributed our January and February newsletters to almost 650 people each month.

We attended the System Change Network of the California Foundation for Independent Living Centers' conference in L.A. and participated in the development of regional goals.

We began implementation of the Quality Assurance Project, mailing out over 8000 surveys.

Activities to Implement the State Plan During this Period

We provided individual advocacy and technical assistance to 54 people regarding access to needed community supports, 3 of whom were Spanish speaking. We also assisted 33 families regarding the provision of appropriate educational services for their child with special needs, 6 of whom were Spanish speaking.

We provided 6 presentations (2 of which were in Spanish) to 119 individuals with developmental disabilities, parents, and service providers on topics such as the role of area boards, regional centers, strategy and IEP meetings, and strategy and special education evaluations.

We assisted a vendor obtain their payment from an HMO company for their provision of autism-related behavioral services, resulting in three clients continuing to get the services they need.

We continued to impact public policy by analyzing and providing comments on proposed regulations pertaining to the Affordable Care Act and regional center conflicts of interest, and on Senate Bill 126 (Steinberg – Health Care Coverage, Pervasive Developmental Disorder or Autism).

We sent a letter to DDS regarding the Sonoma Developmental Center (DC) decertification, our concern regarding the quality of care at Lanterman DC, and communicated a new concern where residents are being transferred to sub-acute facilities and then into the community without experiencing the full transition process.

We continued to support local self-advocacy efforts by facilitating the Self-Advocacy Board of L.A. County's monthly meetings and participating in the Statewide Self-Advocacy Network's meetings.

We continued our involvement in transportation advocacy by:

- Facilitating the quarterly meeting of the Los Angeles Regional Center Transportation Group;
- Presenting to the Transportation Group about Volunteer Driver Programs; and,
- Co-sponsoring and scheduling a training on Volunteer Driving Programs for April.

We co-signed and support the SB 946 Action Alert created by AB 9 and 13.

We attended and participated in the L.A. City Functional Needs Emergency Planning Stakeholders Group.

We continued our efforts to advocate for inclusive communities by providing our board with an update re: a proposed Los Angeles City NIMBY ordinance, monitoring its status, and collaborating with other local agencies who also advocate for inclusive communities.

Issues or Concerns for State Council Consideration

None at this time.

Area Board Report to Council

Area Board: XI Reporting Period: January/February 2013 Date: 3/5/13

Highlights

1. ABXI's new self-advocacy group, facilitated by its grantee, Get Safe, and supported by ABXI's SSAN representative, Kyle Minnis, has doubled the number of enthusiastic members since its first meeting in December. The group continues to work on its vision and mission statements and plans to elect officers this month.
2. This year's recipient of RCOC's 2013 Self-Advocate of the Year award is ABXI's Board member and former representative to the Council, Yvonne Klutz.
3. CalOptima has created and staffed a new position - Medical Director for Behavioral Health Services – with a psychiatrist with twenty years of experience serving diverse communities, who has already been working with the local Psychiatric Association to find creative, new ways to deliver mental health services to all underserved residents of Orange County.
4. Please see Advocacy, below.

Activities to Implement the State Plan During this Period

A. Advocacy

During this reporting period, ABXI staff handled 81 continuing and new cases and brief service matters involving access to community supports/services; special education services; housing; employment; and health care. Cases of significance included the following:

1. Community Services: Regional Center eligibility/services: ABXI staff helped 5 consumers obtain RCOC eligibility and accessed new or increased services for several others, including AT and ABA services. ABXI also assisted 8 consumers to access SSI and SSDI eligibility and/or IHSS eligibility.
2. Special Education: ABXI assisted 4 families to obtain special education eligibility for their children. ABXI staff worked with one family whose son had been repeatedly suspended for abusive behaviors, and helped to obtain appropriate assessments and placement for him. Staff worked with his new school, which found him eligible for special education services and determined that his behaviors were a manifestation of his disability. In another case, after ABXI filed a grievance on behalf of a family who was unable to obtain an assessment for special education for their son after repeated requests, CDE issued a corrective action to the district reminding them that they "...shall assess all children who have been referred to them under Child Find."
3. Housing & Employment: ABXI assisted a homeless consumer to acquire RCOC funding for his own apartment. With ABXI's help, a second consumer was able to move in to his first apartment, with 24-hour SLS and IHSS protective supervision, and a third consumer was able to get an extension of his HUD voucher. ABXI assisted a consumer to file a DLSE claim when his employer failed to pay him in a timely manner after repeated requests.

B. Trainings, Outreach, and Community Meetings

During this reporting period, ABXI provided outreach and training on special education, funding sources for AT, and successful inclusion for 202 consumers, family members, and professionals. Meetings for which ABXI is a co-chair and/or active member included the ABXI Health Care Task Force; ABXI QA Collaborative; RCOC Criminal Justice Task Force; Disability Rights Workshop; ATI Collaborative; and the O.C. Adult Transition Taskforce.

Issues or Concerns for State Council Consideration

1. There have been an increasing number of incident reports at Fairview that have involved OPS and/or local police, many of which have resulted in the arrest and incarceration of consumers. ABXI's CRA and VAS advocates monitor the criminal cases to ensure that consumers receive protections while incarcerated and that the appropriate regional center is involved in providing crisis and placement services for them after their release, in the event they cannot return to the developmental center.

2. The Orange County Grand Jury released the first of three reports on CalOptima, entitled "CalOptima Burns While Majority of Supervisors Fiddle".

Area Board Report to Council

Area Board: 12 Reporting Period: 01OCT2012-28FEB2013 Date: 06MAR2013

Highlights

Met with 10 SELPA Directors (Riverside, San Bernardino, Inyo and Mono Counties) to discuss systemic educational barriers including bullying, transition to work programs and the role of SCDD Area Board (February)

Provided Home Ownership Training for 14 Self and Family Advocates in Bishop, CA through Get Safe Cycle 35 Grant (January)

Activities to Implement the State Plan During this Period

Ongoing Collaboration with Inland Empire Disability Collaborative representing all of Riverside and San Bernardino county area agencies that serve people with disabilities

Ongoing monthly support to both new self-advocacy groups which began in 2012 (Eastern Sierra Self Advocacy Network and Canyon Springs Self-Advocacy Network) Partners DRC at Canyon Springs in January.

Ongoing Monthly Collaboration with San Bernardino County District Attorney's MDT on Elder and Dependent Adult Abuse team

Ongoing Monthly Collaboration with Riverside County "C.A.R.E." Team on Elder and Dependent Adult Abuse

Provided IEP Training for parents in Mammoth (Mono County - October) – Curriculum partner DRC (LA office)

Provided IEP Training for parents in Bishop (Inyo County - October) – Curriculum partner DRC (LA office)

Provided IPP Training for parents in Mammoth (Mono County - October)

Provided IPP Training for parents in Bishop (Inyo County - October)

Provided IPP Training for parents in Rancho Cucamonga (San Bernardino County – January)

Provided a Resume Building workshop for eight (8) self-advocates in Bishop where each received a personalized resume in hard copy and on CD for future use. This is Part I of a series of Employment Readiness that we are developing.

Initiated new collaborative partnership with Inland Empire Health Plan (IEHP) to bring community employment program the Lower Desert area of San Bernardino county (February)

Collaboration with Disabled Sports of the Eastern Sierra concerning transition services for young adults seeking employment (Mammoth Lakes, CA)

Provided outreach to 25 local college students in Riverside County on people with developmental disabilities and their rights.

Provided training on navigating the system to Self-Determination participants of Kern Regional Center (January)

Developed and disseminated media press release for self and family advocates on upcoming Home Ownership trainings.

Provided Home Ownership Training for 14 Self and Family Advocates in Bishop, CA through Get Safe Cycle 35 Grant (January)

Met with 10 SELPA Directors (Riverside, San Bernardino, Inyo and Mono Counties) to discuss systemic educational barriers including bullying, transition to work programs and the role of SCDD Area Board (February)

Met with Superintendent of School District which is struggling to put a solid transition to work program in place for youth with disabilities (January)

Advocacy Referrals via telephone: Education (173), Employment (63), Regional Center/Eligibility (36)

Advocacy Referrals via email: Education (199), Employment (146), Regional Center/Eligibility (92)

Direct Telephone Advocacy: 21 cases

Direct Face-to-Face Advocacy (i.e. attending fair hearing, IEP, etc): 18 cases

Provided Clients Rights Advocacy at Canyon Springs Community Facility: 63 self-advocates

Provided Volunteer Advocacy Services at Canyon Springs Community Facility: 23 self-advocates

Met with City of Temecula management to help them increase law enforcement awareness opportunities via Get Safe Training.

Issues or Concerns for State Council Consideration

Gave Approval for Inland Regional Center Board Member Jack Padilla's "Conflict of Interest Resolution Plan"

Area Board Report to Council

Area Board: 13

Reporting Period: January/February 2013

Date: 3-5-2013

Highlights

Area Board XIII had their full day Annual Meeting to review and update Strategic Plan for 2013.

San Diego People First held their annual retreat in January and developed a strategic plan for the coming year. The group identified goals in the areas of training, community service projects, legislative advocacy, outreach strategies and activities and leadership development.

Assisted the SDRC CAC in creating a training on Self Advocacy for service coordinators and service providers – trained 25 people in Imperial Valley utilizing this training in January

Conducted a 5 hour "Let's Talk Transition" training with 61 parents, self-advocates and school personnel in attendance. Provided numerous handouts, as well as a CD with the RULA and SERR manual thanks to Disability Rights CA. This training was done in cooperation with the SDRC, DOR, DRC, Exceptional Family Resource Center, SDSU Interwork Institute, UCP and ABXIII.

Activities to Implement the State Plan During this Period:

Goal #1: In addition to the annual SA retreat and CAC training, provide monthly facilitation at the SDPF officer meeting, SDPF conference planning committee and IVPF conference planning committee.

Met with two local self-advocacy groups to discuss ways to improve participation of their members and offer resources.

Continue to support the Self Advocates for a Better Tomorrow with their planning and presentations to various classrooms, cross disability sites, and underserved populations.

Goal#2: Continue to host a Special Education Roundtable monthly alternating between San Diego and Imperial. The topic in February was Transition and in San Diego we had 26 people in attendance.

Hosted a booth at the Imperial Valley College Transition Fair that attracted 200 people.

The Transition Training indicated above.

Continue to plan for IEP Day scheduled for March 23, 2013.

Goal #3: Mailed 3500 NCI surveys

Conducted 4 Life Quality Assessments at the request of a group home administrator.

Goal #6: Participate in the planning for the Project College opportunity.

Goal #8: Met with the new Mayor of San Diego through the Mayors Committee on Disability to emphasize the need for continued efforts throughout the City of San Diego to attract, hire and retain individuals with disabilities.

Goal #11: Met with two individuals to discuss their services related to their current living situation and reviewed strategies to address issues relating to the quality of care they are receiving.

Assisted a parent with getting her 31 year old son approved for a deflection home. The family had been asking SDRC for placement for over 10 years, and a placement was secured 12 days from date of first contact.

Continue to support a family in securing Supported Living Services for their son, which has been going on for 1 year at this point in time.

Goal #14: Planning is underway for the Legislative Forum to be held on April 27, 2013.

Issues or Concerns for State Council Consideration:

We have received an increased number of telephone calls from families that have been denied SDRC services when they call the intake office at SDRC. It also appears if after one telephone call the family does not respond, the case is closed.

Lately service coordinators have been telling families that Supported Living is not a service that Regional Center funds any longer. Clearly this is of grave concern, especially in light of the fact that Supported Living is still a viable option for families to consider in their long range planning.