



ADMINISTRATIVE COMMITTEE MEETING NOTICE/AGENDA

Posted at www.scdd.ca.gov

DATE: February 27, 2014
TIME: 1:00 -3:00 p.m.
LOCATION: State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95811
(916) 322-8481

TELECONFERENCE SITE:

Area Board 7

2580 North First Street, Suite 240
San Jose, CA 95131

Area Board 11

2000 E. Fourth Street, Ste. 115
Santa Ana, CA 92705

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 February 20, 2014.

Page

- | | | | |
|----|---|------------|---|
| 1. | CALL TO ORDER | M. KENNEDY | |
| 2. | ESTABLISHMENT OF QUORUM | M. KENNEDY | |
| 3. | WELCOME/INTRODUCTIONS | M. KENNEDY | |
| 4. | APPROVAL OF JANUARY 22, 2014 MINUTES | M. KENNEDY | 3 |

5. PUBLIC COMMENTS

This item is for members of the public only to provide an opportunity to comments and/or present information to the Committee 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 Committee will provide a public comment period, not to exceed a total of seven minutes, for public comment prior to action on each agenda item.

6. MID-YEAR EXPENDITURE REPORTS	NEWTON/CACH	
7. DRAFT 2014-15 BUDGET	NEWTON/CACH	
8. RECOMMENDATIONS FOR GRANT FUNDING LEVEL FOR CYCLE 37	ALL	5
9. REVIEW OF 2014 WORK PLAN	R. NEWTON	6
10. REVIEW OF SAMPLE DSA MOU'S	R. NEWTON	10
11. REVIEW OF CONTRACT MANUAL	M. CORRAL	28
12. OTHER POLICIES AND PROCEDURES	ALL	
13. SCHEDULE 2014 MEETINGS & FUTURE AGENDA ITEMS	ALL	
14. ADJOURNMENT	M. KENNEDY	

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

DRAFT

**Administrative Committee Meeting Minutes
January 22, 2014**

Attending Members

David Forderer
Molly Kennedy
Ray Ceragioli

Members Absent

Brian Gutierrez
Kris Kent

Others Attending

Lynn Cach
Melissa Corral
Nancy Dow
Roberta Newton
Robin Maitino
Wayne Glusker
Mark Polit
Ed Steele

1. **Call to Order**

Molly Kennedy called the meeting to order at 2 p.m.

2. **Welcome and Introductions**

Members and others introduced themselves.

3. **Approval of the November and January Minutes**

It was moved/seconded (Forderer/Kennedy) and carried to approve the November 20, 2013 minutes as presented.

It was moved/seconded (Forderer/Ceragioli) and carried to approve the January 8, 2014 minutes as presented.

4. **Public Comments**

There were no public comments.

5. **MTARS Update**

Molly and Roberta reported that the MTARS Committee met on January 16th. With the submission of the fiscal response, the Committee is now working on the final response that is due to AIDD on February 14, 2014. It was further reported that an update from the State Controller's Office regarding SCDD's high-risk designation confirmed that payroll will be covered but nothing else. The SCO also inquired about the status of submission of past invoices to AIDD in order to receive some cash flow.

6. **Contract Manual**
Melissa Corral presented the “draft” manual. Revisions were provided by the Committee. The manual revised and then take to the Executive Committee for their input before returning to the Committee for a second review.
7. **2014-15 Budget Development**
Ed and Lynn presented a draft 2014-15 budget to the Committee. Discussion ensued about what level of detail is feasible. Molly requested that staff provide a year-to-date accounting of SCDD’s 2013-14 budget at the next meeting.
8. **Conflict of Interest Policies**
It was moved/seconded (Forderer/Ceragioli) and carried to recommend approval of the Conflict of Interest Policy for the Community Program Development Grants and Sponsorships to the Executive Committee for approval.
9. **Updated Work Plan**
Due to time constraints, this item was tabled.
10. **Facilitation Services Policy**
Due to time constraints, this item was tabled.
11. **Adjournment**
Molly Kennedy adjourned the meeting at 4:05p.m. The next meeting will be held on February 27, 2014 from 1-3 p.m.

DETAIL SHEET
ALLOCATION TO STATEWIDE AND AREA BOARD GRANTS

ISSUE: What should the Council allocate for Cycle 37 (FY 2014/15) statewide and area board mini-grants?

SUMMARY: The Program Development Committee (PDC) recommends, depending on the availability of funding, that Cycle 37 area board mini-grants be funded at the level of \$15,000 to \$20,000 per year, for a total of \$195,000 to \$260,000 for 13 mini-grants.

The PDC has recommended to the Council that a Statewide RFP be issued that would allow proposals relevant to any State Plan goal. The amount to be allocated to the statewide grant has not been determined.

At its March 20, 2014 meeting, the Council must decide how much to allocate to both the statewide and area board grants. Thus the Administration Committee should review the availability of funds for Cycle 37 grants, and make a recommendation Council on how much to allocate.

BACKGROUND: For Cycle 36, this fiscal year, \$360,000 was allocated for the statewide grant (the second year of the Jay Nolan grant); \$130,000 was allocated for the 13 area board grants (\$10,000/grant), with only 12 grants approved; and \$160,000 for the Self-Advocacy Support Grant, which was awarded through a separate RFP process. Thus, a total of \$650,000 was allocated for the Cycle 36 grant program.

DISCUSSION/ANALYSIS: The PDC determined that the \$10,000 allocated per area board mini-grant was too small to consistently attract a variety of qualified bidders or have a substantial impact on achievement of State Plan goals. Therefore, the PDC has recommended an increased allocation to the areas for Cycle 37.

The PDC has not discussed the need for a self-advocacy support grant for Cycle 37. As SSAN becomes more established, staff anticipates that there will be less need for consultant support.

The Administration Committee may designate amounts for the statewide and area grants individually, OR may allocate a lump sum for Cycle 37 grants, allowing the PDC to make a recommendation to Council on how that sum should be divided between the statewide and area grants.

PREPARED: Mark Polit, February 13, 2014

DRAFT

Administration on Intellectual /Developmental Disabilities (AIDD) 2013 Monitoring and Technical Assistance Review System (MTARS)

Administrative Work Plan

Findings	Tasks	Next Steps/Timeline
<p>It was unclear how much the Council pays for the DSA functions. No written policy around the formula for the DSA indirect rate. (Assurances 125(c)(5)(B-D) and (K-L))</p>	<p>Executive Director to seek TA to clarify DSA vs General Management costs. MTARS response addressed this</p>	<p>Executive Director consulted with NACDD staff. NACDD Fiscal Manual provided to Admin members Will await response from AIDD to determine next steps Demonstrates need for MOU to clarify (see below)</p>
<p>There was a lack of clarity on whether there is State Financial Participation. (Assurances as above)</p>	<p>MTARS response addressed this</p>	<p>Will await response from AIDD before determining next steps</p>
<p>The Council did not provide adequate evidence on how it developed and implemented its budget to fund programs, projects and activities. Council members expressed a strong need for more fiscal transparency and training on state versus federal fiscal policy and the Council's development/implementation process</p>	<p>SCDD to add to response that more detailed line item budget is being developed for 2014-15.</p>	<p>Draft 2014-15 budget to be reviewed at February 2014 Admin meeting 2013-14 mid-year expenditure report to be reviewed at February 2014 Admin meeting Mid-Year report to be presented at March Council meeting. Draft 2014-15 budget to be presented at May Council meeting</p>
<p>The team could not determine how the budget is developed and executed and how expenditure data is calculated.</p>	<p>Admin Committee will make recommendations regarding funding levels (HQ, Grants, regional offices) to Council</p>	<p>February 2014 Admin meeting; May 2014 Council meeting</p>

<p>The Council did not provide adequate evidence that it has accurate financial accounting and record keeping.</p>	<p>SCDD and CDSS accounting documents were furnished as part of MTARS response</p>	<p>Will await recommendations of AIDD</p>
<p>The council could provide only limited information on the Council's fiscal policies during the on-site visit pertinent to the requirements in the DD Act</p>	<p>Admin/SCDD to review and revise Contract and Purchasing Manual Executive Director (ED) to seek sample fiscal policies from NACDD</p>	<p>First level review of Manual occurred in January 2014. Additional review will occur at February meeting. Council action is anticipated at May 2014 Council meeting. ED has received sample fiscal policies from other State Councils.</p>
<p>The state auditor's findings substantiate the immediate need for fiscal management systems. (Reference: California Department of Finance Management Letter dated August 17, 2012)</p>	<p>As of January 2014, the Council is aggressively recruiting for a Chief Deputy. Contract staff have had training during 2013 and are signed up for relevant classes as they are scheduled in 2014.</p>	<p>Goal is to have a job offer made by March 2014.</p>
<p>The DSA need to establish processes, policies, and procedures that promote:</p> <ul style="list-style-type: none"> • Accurate receipt, accounting, and disbursement of funds • Provision of appropriate fiscal control and fund accounting procedures necessary to assure proper disbursement of, and accounting for, funds paid • Access to records as the Secretary and Council may determine necessary • Timely development and dissemination of financial reports regarding status of expenditures, obligations, and liquidation by agency or Council and use of Federal and non-Federal share 	<p>Executive Director and DSA Representative Kris Kent need to re-start negotiations with CDSS regarding the scope and amount of the Interagency Agreement for administrative support services.</p>	
<p>The Council does not have a Memorandum</p>	<p>The Council sought and received sample</p>	<p>Review sample MOUs from other states by</p>

<p>of Understand with the DSA</p>	<p>MOUs from other State Councils. The Administrative Committee will oversee the negotiations process to develop an MOU with CHHS</p>	<p>April 2014. Draft MOU and meet with DSA to discuss by July 2014. Revise and meet with DSA by July 2014. Revise and meet again if necessary by September 2014. Execute and sign by Council Chair by November 2014 Council meeting.</p>
<p>There was no evidence that the Council conducted a formal evaluation of the DSA at anytime</p>	<p>Prior to developing a draft MOU, Administrative Committee will evaluate DSA's current functions; compare to requirements of DD Act and to MOUs of other states. Executive Director to request technical assistance from NACDD. MTARS response addressed this</p>	<p>Evaluation of DSA to occur prior to developing MOU (April—May 2014)</p>
<p>Several staff positions and DSA functions appear duplicative. Several DSA functions are performed by Council staff at the center office, specifically in the area of: contracting, budgeting, fiscal and personnel</p>	<p>MTARS response addressed this</p>	

ADDITIONAL ADMINISTRATIVE ACTIVITIES

<p>Recommendations</p>	<p>Tasks</p>	<p>Next Steps/Timeline</p>
<p>Establish internal control procedures for processing and approval of contracts and invoices There need to be signed authorization forms that document approval steps for contracts.</p>	<ul style="list-style-type: none"> Establish chain of command and process for documenting progressive review of submissions. Establish policy for required backup documentation when submitting invoices. 	

Recommendations	Tasks	Next Steps/Timeline
<p>Develop a Procurement and Contract Manual that includes progressive steps, staff assignments, review and authorization forms</p> <p>In lieu of Chief Deputy, assign staff to perform duties of contract manager to include monitoring compliance and performance.</p>	<p>In development</p>	<p>Anticipated completion of December 31, 2014</p>
<p>Contracts need to be reviewed for justification that work cannot be performed by state employees per GC 19130</p>	<p>Procurement and Contract Manual to include provision for review of prospective contracts by Planning Specialist for compliance with GC 19130. Before posting a personal services contract, Specialist shall identify any current state staff that may perform duties within the scope of requested services and advise SCDD of contract appropriateness.</p>	
<p>There need to be written policies and procedures that inform members and staff of their responsibilities.</p>	<p>This should be included in Contract Manual</p>	
<p>SCDD needs to develop a comprehensive manual of Personnel policies and corresponding forms.</p>	<p>Assess what currently exists. Compare to what other similar-sized departments utilize.</p>	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSOURI PLANNING COUNCIL FOR DEVELOPMENTAL DISABILITIES
AND
THE MISSOURI DIVISION OF DEVELOPMENTAL DISABILITIES
DEPARTMENT OF MENTAL HEALTH**

1. BACKGROUND AND PURPOSE

The Missouri Planning Council for Developmental Disabilities (hereafter referred to as the Council) is established consistent with the federal Developmental Disabilities Assistance and Bill of Rights Act as amended (PL 106-402, hereafter referred to as the DD Act), and by Executive Order. Consistent with the DD Act, the Governor of Missouri has designated the Division of Developmental Disabilities within the Department of Mental Health (hereafter referred to as DDD DMH) as the designated state agency to provide fiscal and administrative support services to the Council as authorized by the DD Act [Sec.125 (d)(1)]. The purpose of this memorandum is to clarify the responsibilities of the designated state agency and the responsibilities of the Council as authorized by the DD Act. [Sec. 125(d)(3)(G)]

1.1 The Council for Developmental Disabilities

The Council is established through federal law 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 to individuals with disabilities. [Sec. 125(a)]

1.2 The Designated State Agency: DDD, DMH

The designated State agency is appointed by the Governor to provide administrative support services to the Council. The Division of Developmental Disabilities within the Department of Mental Health is the designated State agency and adheres to the criteria in the DD Act that such agency shall not interfere with the advocacy, capacity building, and systemic change activities, budget, personnel, State plan development or plan implementation of the Council. [Sec.124(c)(5)(L)]

2. STATEMENT OF AGREEMENT

2.1 GENERAL RESPONSIBILITIES

2.11 The Council for Developmental Disabilities

A. Advocacy, Capacity Building and Systemic Change Activities

The Council is the state entity responsible for carrying out all activities specified in PL 106-402, and shall conduct or support programs, projects, and activities

that carry out the purpose of the DD Act, including advocacy, capacity building and systemic change activities. [Sec.125(c)(2)]

B. State Plan Development, Implementation and Monitoring

The Council shall submit to the Secretary of the Administration on Developmental Disabilities the State plan required under the DD Act. The Council is responsible for development, implementation, and monitoring of the State plan. [Sec.125(c)(3) and (4)]

C. Reports

The Council shall develop and submit all required reports on Council activities, grants and contracts. [Sec.125(c)(7)]

D. Review of Designated State Agency

As required by the DD Act, the Council shall periodically review the designated State agency with respect to the activities carried out under the DD Act and make any recommendations for change to the Governor. [Sec.125(c)(6)]

E. Timeliness

The Council shall perform all responsibilities in a timely manner that meets the requirements of the Administration on Developmental Disabilities and/or the DSA.

2.12 The Designated State Agency: DDD DMH

A. Administrative Support Services

DDD DMH as the designated State agency, is responsible for providing required assurances and administrative support services as requested by and negotiated with the Council. [Sec. 125 (d)(1) and 125(d)(3)(A)]

B. Records, Access and Financial Reports

DDD DMH shall ensure that access to records and such records are kept as the Secretary of the Administration on Developmental Disabilities and the Council determine necessary, and shall provide timely financial reports at the request of the Council regarding the status of expenditures, obligations, liquidation, and the Federal and non-Federal share described in the DD Act. [Sec.125 (d)(3)(D)]

C. Communication

DDD DMH shall ensure that all administrative communications and instructions from State fiscal and administrative offices, are routed directly to the Council.

D. Requests for Information

DDD DMH shall route all requests for information or reports concerning the Council's activities, budget and contracts directly to the Council. DDD DMH

will not develop and submit information and reports requested by the State or General Assembly without the Council's knowledge and approval.

E. Assurances

DDD DMH shall assist the Council in obtaining the required assurances and in ensuring that the Council's fiscal and administrative processes are conducted in a manner consistent with State law [Sec.125 (d)(3)(F)]. (Assurances are delineated in Appendix A.)

F. Memorandum of Understanding

DDD DMH, at the request of the Council, is responsible for entering into a memorandum of understanding with the Council delineating the roles and responsibilities of the designated State agency [Sec.125 (d)(3)(G)]

G. Timeliness

DDD DMH, will provide these services and respond to requests in a timely manner.

2.2 BUDGET, FISCAL, ACCOUNTING, AND CONTRACT ADMINISTRATION

2.21 The Council for Developmental Disabilities

- A. The Council shall prepare, approve, and implement a budget using amounts paid to the State under the DD Act to fund and implement all programs, projects, and activities. The Council will develop and forward budget information on State budget forms to DDD DMH for inclusion in the State budget process. [Sec.125(c)(8)]
- B. The Council shall direct the expenditure of funds for grants, contracts, interagency agreements that are binding contracts, and other activities consistent with federal and State administrative procedures. [Sec.125(c)(8)(C)]
- C. The Council shall develop the Council contract model, conduct all contract preparation, oversee processing of Council contracts and maintain a tracking system for all Council contract information, consistent with requirements of the State Finance and Administration contract office.
- D. The Council shall complete, track and approve all invoices and reimbursement requests, including corresponding match, for Council funds.
- E. The Council shall develop and submit all Council budgetary requests through DDD DMH in accordance with State Office of Administration procedures and DMH Administration Division procedures.
- F. The Council shall submit all necessary budget, fiscal, accounting and contract documents to DD DMH in a timely manner.

2.22 The Designated State Agency: DDD DMH

- A. DDD DMH shall route communications and information concerning State budget, fiscal and contract procedures to the Council.

- B. **DDD DMH shall assist the Council by processing budget, fiscal and contract transactions.**
- C. DDD DMH shall forward the State budget forms, along with instructions, to the Council when available. DDD DMH will incorporate or ensure that the Council budget information is incorporated in the submission of budget information to the State Office of Administration, Governor's Office, and/or General Assembly.
- D. **DDD DMH shall process Council contracts.**
- E. DDD DMH shall process or ensure processing of all Council-approved reimbursement requests.
- F. DDD DMH shall track or ensure tracking of matching funds on Council-approved reimbursement requests for federal reports.
- G. DDD DMH shall process or ensure processing of the federal draw, receive, account for, and disperse funds on behalf of the Council. [Sec. 124(d)(3)(B)(i)]. [Sec.125(c)(3)(C)(i)]
- H. DDD DMH shall prepare or ensure the preparation of the federal ADD-02B expenditure report for the Council's review and approval.
- F. DDD DMH shall provide or ensure the provision of 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 the DD Act [Sec.125(c)(3)(C)(i)].
- G. DDD DMH shall provide or ensure provision of cost centers, accounts, encumbrances and reports on costs and other support documentation for Council budget preparation and for other Council fiscal management needs.
- H. DDD DMH shall provide budget, contract, reimbursement and accounting services in a timely manner.

2.3 PERSONNEL ADMINISTRATION

2.31 The Council for Developmental Disabilities

- A. The Council shall develop its personnel requests consistent with State Office of Administration, Division of Personnel and Merit System regulations and procedures. Council recruitment and hiring of staff shall be consistent with Federal and State nondiscrimination laws. Dismissal of personnel shall be consistent with State law and personnel policies.
- B. The Council, through the Chair and Executive Committee, is responsible, consistent with State regulations, for recruiting and hiring an Executive Director of the Council, and supervising and annually evaluating the Executive Director.
- C. The Council Executive Director is responsible for developing personnel requests for Council staff positions, hiring, supervising, and annually evaluating the staff of the Council in accordance with State Office of Administration, Division of Personnel requirements [Sec.125(c)(9)].
- D. The Council staff, while working for the Council, are responsible solely for assisting the Council in carrying out its duties under the DD Act and shall not be

assigned other duties by DDD DMH or any other agency or office of the State [Sec.125(c)(10)].

- E. The Council shall complete all personnel functions in a timely manner.

2.32 The Designated State Agency: DDD DMH

- A. DDD DMH shall route communications and information concerning State personnel procedures to the Council.
- B. DDD DMH shall assist the Council by processing personnel actions in accordance with State Merit System regulations and State Office of Administration, Division of Personnel procedures.
- C. DDD DMH shall ensure that records regarding Council personnel, insurance information, benefits tracking, and longevity are maintained.
- D. DDD DMH shall perform payroll functions for the Council, processing payroll deductions and transactions.
- E. The DDD DMH shall complete all personnel functions in a timely manner.

2.4 GENERAL ADMINISTRATIVE SUPPORT

2.41 The Council for Developmental Disabilities

- A. The Council shall follow State policies and procedures for purchase of supplies and equipment.
- B. The Council shall approve and submit Council travel reimbursement requests.
- C. The Council shall develop the Council equipment plan according to its needs.
- D. The Council shall purchase independent information technology services and support according to its needs.
- E. The Council shall design and maintain the Council website separate from the DDD and state.
- F. The Council shall request data and/or other information as needed to complete the state plan and state and federal reports or carry out its work.
- G. The Council shall complete all general administrative functions in a timely manner.

2.42 The Designated State Agency: DDD DMH

- A. DDD DMH shall route communications and information concerning State purchasing procedures to the Council.
- B. DDD DMH shall process requests for purchase of equipment and supplies deemed necessary by the Council for the operation of its office.
- C. DDD DMH shall process travel authorizations and reimbursement requests for the Council.
- D. DDD DMH shall provide or ensure the provision of VPN access to the state information technology system for purposes of completing staff performance

reviews in accordance with Office of Administration, Division of Personnel regulations.

- E. DDD DMH shall provide or ensure the provision of data requests and information requests necessary for the Council to complete its state plan, state and federal reports, or other reports necessary to carry out its work.
- F. DDD DMH shall provide or ensure the provision of general services including mail routing and delivery, courier services, etc. for the Council.
- G. DDD DMH shall complete all general administrative functions in a timely manner.

2.5 LEGAL ASSISTANCE

2.51 The Council on Developmental Disabilities

The Council shall request consultation with legal staff through the DMH General Counsel or Missouri Attorney General's Office, or purchase private legal counsel as needed.

2.52 The Designated State Agency: DDD DMH

- A. DDD DMH shall allow the Council to seek legal assistance when appropriate from the DMH General Counsel, State Attorney General's Office or purchase private legal counsel as determined necessary by the Council's Executive Committee.

3. TERMINATION OR AMENDMENT OF THE MEMORANDUM OF UNDERSTANDING

This memorandum shall become effective upon the signature of all parties and may be modified or terminated with a thirty-day notice and with written agreement by all parties.

Bernard Simons
Director
Division of Developmental Disabilities

Date

Stephanie Briscoe
Chairperson
Missouri Planning Council for Developmental Disabilities

Date

Susan Pritchard-Green
Executive Director
Missouri Planning Council for Developmental Disabilities

Date

Memorandum of Understanding

Between

Arkansas Health Services Permit Agency

And

Arkansas Governor's Developmental Disabilities Council

I. PURPOSE AND BACKGROUND

The purpose of this Memorandum of Understanding is to formalize the working relationship between the Arkansas Health Services Permit Agency (the "DSA") and the Arkansas Governor's Developmental Disabilities Council (hereafter referred to as the "DDC") and to outline their respective roles and responsibilities in implementing the Developmental Disabilities Act as amended (PL 106-402, hereafter referred to as the DD Act) and the Governor's Executive Order.

The DDC is established with the federal Developmental Disabilities Assistance and Bill of Rights Act, as amended, and by the Governor's Executive Order, both such documents incorporated herein by reference. Consistent with the DD Act, the Governor of Arkansas has designated the DSA as the state agency to provide fiscal and administrative support services to the DDC as authorized by the DD Act [Sec.125 (d)(1)]. The purpose of this memorandum is to clarify the responsibilities of the designated state agency and the responsibilities of the DDC as authorized by the DD Act. [Sec. 125 (d) (3)(G)]

The Developmental Disabilities Council is established through federal law 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 to individuals with disabilities. [Sec. 125 (a)]

The Designated State Agency is appointed by the Governor to provide administrative support services to the DDC. The Health Services Permit Agency is the Designated State Agency and adheres to the criteria in the DD Act that such agency shall not interfere with the advocacy, capacity building, and systemic change activities, budget, personnel, State plan development or plan implementation of the Council. [Sec.124(c)(5)(L)]

II. ROLES AND RESPONSIBILITIES

A. General

Section 15021 of Title 42 of the U.S. Code specifies: “The purpose of this part is to provide for allotments to support State Councils on Developmental Disabilities in each State to —

(1) engage in advocacy, capacity building, and systemic change activities that are consistent with the purpose described in section 15001(b) of this title and the policy described in section 15001(c) of this title; 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.”

B. State Plan

1. DDC Responsibilities with respect to State Plan

The DDC shall submit to the Secretary of Health and Human Services the State plan required under the DD Act. The DDC is responsible for development, implementation, and monitoring of the State plan. [Sec.125(c)(3) and (4)]

The State Plan is an advocacy blueprint, indicating the priority areas of the DDC and the kinds of activities it will conduct to help move the state forward in its capacity to facilitate the independence, productivity and full community integration of all Arkansans with developmental disabilities.

The DDC shall have the authority and responsibility to implement the the DDC’s State Plan within legislatively approved guidelines. Resource utilization for implementation may include hiring staff, contracting for specific services and issuing grants. The DSA shall make a written copy of policies with respect to hiring staff, contracting for specific services and issuing grants available to the DDC on an annual basis. The DDC and the DSA will jointly develop written procedures for the development, execution, and fiscal management of contracts and grants.

The DDC will comply with state law with respect to that public notices and contract language.

Authority and responsibility to approve contracts, monitor and evaluate contractor performance, and authorize payments and a payment schedule to contractors is given to the DDC Director and must be in compliance with state rules and regulations governing contracts and payments. Transmittal of the DDC's State Plan and Plan Amendments shall be signed by the DDC Chairperson, DSA Director, and the DDC Executive Director unless otherwise specified by the Administration on Developmental Disabilities.

A copy of the plan must be made available to the DSA at least 10 business days prior to a request for signature and subsequent revised copies made available within ten (10) days after federal approval.

The DDC shall also:

Serve as a forum through which issues regarding current and potential programs and policies concerning persons with developmental disabilities may be discussed by consumer, public, professional and lay interests. Utilize such input in development of the State Plan.

Advise the private sector, the executive and, as requested, the legislative branches of state government on programs and policies which affect persons with developmental disabilities and their families, and the Administration on Developmental Disabilities, concerning the activities of the DDC and the progress being made within the state to enhance the quality of living experienced by people with developmental disabilities.

Review and comment, to the extent feasible on other state agency plans, roles and policies which affect people with developmental disabilities.

Issue RFPs, grants and contracts related to innovations and best practices in Priority Areas within approved State guidelines and rules.

Collaborate with state agencies, private sector businesses, providers and local communities in system change activities leading to a more flexible, cost effective system of community based services.

Submit annual report to the Governor.

2. DSA Responsibilities with respect to State Plan

DSA shall comply with the DD Act, including without limitation:

Assist the DDC by processing budget, fiscal and contract transactions. The DSA, through the Arkansas Dept. of Finance and Administration ("DFA") will process DDC contracts.

Receive, deposit, and disburse DDC approved expenditures in accordance with the DDC's approved State Plan and with applicable state and federal laws and generally accepted accounting procedures. Review in a timely fashion all DDC contracts, notices and grants after DDC approval & signature by DSA Director to insure that any payables, grants, contracts and invoices are in compliance with the State and Federal policies and procedures.

Provide to the DDC on an annual basis all forms used by the DSA for fiscal, contracting and personnel matters.

Once compliance is assured, DSA will complete the paperwork for disbursement of federal funds.

III. HUMAN RESOURCES/ PERSONNEL ADMINISTRATION

A. Employees

1. General

DDC staff members are employees of the State, and therefore are covered by all applicable State and DSA personnel rules and affirmative action requirements, inasmuch as these roles comply with the DD Act, Section 124.

2. Hiring

To select the DDC's Executive Director, the DDC shall, consistent with State law, recruit and hire a DDC Director. The DSA Director will review the recruitment and hiring process adopted by the DDC to ensure it is consistent with State law. The DDC Director is the hiring authority for all other DDC staff. State and Agency Personnel policies and the DDC's approved staffing pattern shall govern the exercise of this hiring authority. On an annual basis, the DSA will provide to the DDC a copy of the DSA's hiring policies.

B. DDC

The DDC, through the Chair and Executive Committee, is responsible, consistent with State regulations, for recruiting and hiring the Executive Director of

the DDC, and supervising and annually evaluating the Executive Director on forms used by the DSA.

The DDC Executive Director is responsible for developing personnel requests for DDC staff positions, hiring, supervising, and annually evaluating the staff of the DDC in accordance with State and Agency regulations on forms used by the DSA.

C. Supervision

The DDC's Executive Committee shall hire and evaluate, on an annual basis, the activities of the DDC Director. The DDC Executive Committee shall conduct the annual performance review of the DDC Director on forms used by the DSA.

All other DDC staff will be supervised by the DDC Director. Staff work assignments will be made by the DDC Director based on the policy directions set by the DDC.

The DDC Chair shall be the signature authority for the DDC on forms and documents related to the supervision of the DDC Executive Director. The DDC staff, while working for the DDC, is responsible solely for assisting the DDC in carrying out its duties under the DD Act and shall not be assigned other duties by DSA or any other agency or office of the State [Sec.125(c)(10)].

D. Job Training

DDC Staff is responsible for training of all DD staff. The DSA will provide all new DDC staff with an orientation of DSA policies and procedures.

E. The DSA

The DSA shall assist the DDC by processing personnel actions in accordance with the State Office of Personnel Management procedures.

IV. ADMINISTRATIVE AND FISCAL SERVICES

A. Budget Development

It shall be the responsibility of the DDC to develop a federal fiscal year budget for DDC operations, planning, and priority area activities consistent with its federally approved State Plan. This budget shall be in compliance with State rules and regulations.

Biennially, the DDC, the DSA Director and Fiscal Manager shall jointly prepare a state biennial budget on behalf of the DDC, in a format necessary for submission to DFA and inclusion in the Governor's proposed budget to the Legislature. The DDC Director and DDC Chairman shall be informed of the schedule of legislative budget hearings during which the DDC budget may be addressed.

B. Accounting Services

The DDC is responsible for implementing its state and federally approved budget. The DDC Director will have final approval authority for expenditures and payments that follow applicable state and federal guidelines.

The DDC agrees to charge against the Developmental Disabilities formula grant only those expenses approved for payment by the DDC or the DDC Director.

The DSA shall provide such fiscal monitoring and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, funds paid to the State under the DD Act [Sec.125(c)(3)(C)(i)]

The DSA shall provide cost centers, accounts, encumbrances and reports on costs and other support documentation for DDC budget preparation and for other DDC fiscal management needs.

The DSA will provide accounting services that include payroll, payments against contracts, operating expenses, and other DDC approved bills.

C. Fiscal Services

The DSA will be responsible for coding all items for input and assuring that billings are in compliance and are timely submitted.

The DSA will prepare and transmit to the DDC Director and DDC Chair expenditure and funds obligation reports by the tenth (10th) day of each month in a mutually agreed upon format. Such reports shall reflect each award year, and shall include without limitation current month expenditures, award year to date expenditures and remaining balances.

The DSA will prepare and timely submit the quarterly fiscal reports required by the Administration on Developmental Disabilities (ADD).

D. Administrative Match

Administration includes: the cost of the fiscal management, and accounting for the receipt and disbursement of funds, 2) the costs of preparing fiscal reports for the DDC, the federal government, and the State, 3) the costs of processing and fiscal management of contracted services, and 4) other costs of administering DDC operations such as payroll.

Funds from the DDC to the DSA shall be available to pay up to fifty percent (50%) of the expenditures found to be necessary for the proper and efficient exercise of the functions of the DSA. .

Priority Area activities is 25% state funds and 75% federal funds. The 25% funds can come from any non-federal source, including in-kind.

The DDC shall document and maintain records on the type and amount of matching funds required by federal regulation. Documentation of matching funds derived through performance contracts shall be the responsibility of the DDC. Documentation format shall be negotiated between DDC and the DSA.

Other sources for cash match and in-kind match shall be jointly documented by DDC and DSA.

E. Shared Services

The DDC will be responsible for the cost of rent for provision of office space, IT and telephone support on a pro-rata basis.

The DDC and the DSA shall each be responsible, on a pro-rata basis for the certain administrative costs, including without limitation lease and maintainance of a copy machine, costs for a postage meter machine and the purchase of expendable office supplies.

IV. GENERAL ADMINISTRATIVE SUPPORT

A. The DDC

The DDC shall follow State policies and procedures for purchase of supplies and equipment, contracts and other services.

The DDC shall annually review its equipment inventory against the DSA inventory listing to assure the updating of additions and deletions. Such review will take place no later than fifteen (15) days from the date such inventory is received from DSA.

B. Other Support Services

The DSA agrees to provide or arrange for other support services to the DDC to the same extent as provided to the DSA. Such other services shall include access to legal advice and consultation for which the DDC shall pay the usual charges for such services.

V. TERM OF AGREEMENT

This agreement is effective upon signature and remains in effect until rescinded or amended as agreed upon by both parties below or by their successors.

DDC Chair: _____

Date _____

DDC Executive Director:

Date: _____

Agency Director (DSA) _____

Date: _____

Memorandum of Understanding

Texas Council for Developmental Disabilities and The Texas Education Agency

I. PURPOSE

This Memorandum of Understanding ("MOU") is entered into between the Texas Council for Developmental Disabilities, 6201 East Oltorf, Suite 600., Austin, Texas, hereafter referred to as the "TCDD," and the Texas Education Agency, 1701 North Congress Ave., Austin, Texas, hereafter referred to as the "TEA". The TCDD is established pursuant to the federal Developmental Disabilities Assistance and Bill of Rights Act as amended (42 USC 15001), hereafter referred to as the "DD Act", and by state statute at Chapter 112, Title 7, Texas Human Resources Code, hereafter referred to as the "State Act." Consistent with the DD Act, the Governor of Texas has designated TEA as the "designated state agency" to receive, account for and disburse funds available to TCDD and to provide administrative support to TCDD as appropriate. The purpose of this MOU is to identify the responsibilities of TEA as the designated state agency and the responsibilities of TCDD consistent with the DD Act and the State Act.

II. GENERAL AGREEMENTS

The State Act establishes the TCDD as a separate entity under state law, and delegates authority to the TCDD for all programmatic activities conducted with funds available to the TCDD. The State Act also establishes the Executive Director of the TCDD as the executive head of agency for the TCDD. TEA is responsible as the Designated State Agency to provide the services and support as indicated in this Memorandum of Understanding.

TCDD staff will be subject to the administrative rules and policies of the State of Texas and of its cognizant federal authorities. Pursuant to the State Act, the TCDD is responsible for selecting and hiring the Executive Director, when that position becomes vacant, and supervising the Executive Director consistent with state personnel policies and procedures of the TCDD. The TCDD Chair will prepare an annual performance evaluation of the TCDD Executive Director and serve as the "supervisor's supervisor" when required by state law or regulations.

The parties agree that TCDD staff will be responsible solely for TCDD activities and responsibilities and will not be assigned other duties nor guided in implementing activities by the TEA. It is TCDD's intent to be responsive to the limitations of TEA set forth in state law and regulation related to personnel decisions. In like manner, it is TEA's intent to be responsive to the intent of the DD Act that provides for the Council to determine the numbers and types of staff necessary to carryout TCDD responsibilities and activities. At any time that the Council determines the need to increase the number of TCDD staff positions above 18 currently authorized FTE's, TCDD and TEA shall jointly determine the procedure and timing for that increase to occur. Unless otherwise separately agreed by TCDD, those positions are available only to the TCDD and are not subject to staffing reductions of the TEA.

TCDD will work cooperatively with TEA to establish procedures for the processing of TCDD grants, contracts and personnel actions, recognizing that state and federal law vest fiscal, personnel, and rulemaking authority in the Council concerning activities carried out with funds available to TCDD. Federal law establishes that the TEA, 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.

TEA will provide administrative support services to the TCDD as detailed in this MOU. The provision of these services are subject to TEA's then-current operating procedures and systems. Nothing in this MOU obligates TEA to provide or purchase for TCDD any administrative service or support not regularly available or provided by TEA. Any requests by TCDD for modification to TEA services or support shall be subject to negotiation at the time of the request and to additional reimbursement as allowed by the DD Act. TCDD agrees to cooperate with TEA in providing any information needed by TEA to carry out its duties.

III. FINANCIAL, BUDGETING AND ACCOUNTING SERVICES

TEA has the following responsibilities and duties in state and federal law:

- A. Receive, account for and disburse funds on behalf of TCDD in accordance with the state and federal law and as authorized by TCDD staff, provided that TEA shall not encumber any funds available to TCDD, transfer any funds between TCDD budget categories or from TCDD to any other entity, or otherwise initiate charges or expenses against funds available to TCDD without specific authorization in advance by TCDD.
- B. Provide the fiscal controls and fund accounting procedures necessary for proper disbursement of and accounting for TCDD funds.
- C. Prepare required state and federal financial reports regarding TCDD funds, including TCDD review prior to submittal.
- D. Provide payroll services consistent with state and federal requirements.
- E. Provide timely financial information to TCDD to allow for the preparation of required fiscal reports to state and federal authorities.
- F. Provide or assist TCDD in securing the non-federal share of the cost of projects as required by federal law.
- G. Support TCDD in developing required state budget, strategic plan, performance measures, and appropriations request materials and related items (and other state reporting).

IV. HUMAN RESOURCES

TEA agrees to provide the following Human Resources services to TCDD:

- A. For state payroll and benefits purposes, administratively maintain TCDD employees as TEA employees.
- B. TEA agrees to provide recruitment, posting and processing of applications for TCDD positions.
- C. TEA will ensure compliance with EEO and ADA related matters and will act as the TCDD Executive Director's designee to implement a program of equal opportunity employment for the TCDD as required by the Texas Commission on Human Rights and state law.
- D. Other HR services as appropriate.

V. OTHER ADMINISTRATIVE SERVICES

TEA agrees to provide the following administrative services to the TCDD unless TEA and TCDD jointly agree for TCDD to contract for such services separately:

- A. Provide appropriate assurances for the TCDD State Plan and consult with TCDD to maintain consistency of the State Plan with state law.

- B. Information technology support for TCDD shall be provided through TEA interagency agreements with the Department of Information Resources and the state Data Center Service including desktop and laptop computers, printers, networking, server and infrastructure, E-mail accounts, network connection (including LAN equipment and data circuits), and related hardware and software. TEA support shall be provided in a manner that assures separate identity for TCDD computer functions including website (www.txdcc.state.tx.us) and email (e.g. Roger.Webb@tcdd.state.tx.us).
- C. Purchasing and procurement services that will enable TCDD to procure and receive goods and services consistent with state requirements and upon its own authority, including support and assistance concerning lease space for TCDD offices.
- D. Training and consultation to designated TCDD personnel for contract processing and development as appropriate.
- E. Bulk mail services directly or through contract with another state agency.

VI. OTHER UNDERSTANDINGS

- A. TEA understands that TCDD shall develop and authorize funding activities to implement goals and objectives in the approved TCDD State Plan within the limitations of available funds and applicable state and federal regulations. TCDD shall manage all aspects of the application, review, and approval processes for grants and contracts and shall provide ongoing project development and grants management oversight to funded projects. DD funded grant projects shall abide by all terms of the grant award and with all applicable federal and state requirements including the Uniform Grant Management Standards (UGMS) developed by the Governor's Office of Budget, Planning and Policy, and federal rules promulgated by the Office of Management and Budget (OMB) where applicable. Except as otherwise stated in this agreement, TCDD is solely responsible for the grant selection, award, and management activities of the Council. The TCDD Executive Director or his designee is the authorized signatory for all TCDD grants and contracts.
- B. TCDD, as a separate state entity under law, will comply with State of Texas administrative rules and policies applicable to State agencies of similar size regarding the provision of internal audit services. It is understood by the parties that TCDD currently contracts separately for Internal Audit Services to ensure compliance with State requirements. Should TCDD determine not to continue to separately acquire such services, it promptly will notify TEA and the parties will mutually agree on the provision of such services by or through TEA, as may be necessary.
- C. TCDD will provide updated designations of TCDD personnel with approval authority for various TCDD financial and personnel actions, which personnel shall correspond, as closely as possible, with the equivalent positions and authority of TEA employees.

VII. COMPENSATION FOR ADMINISTRATIVE SERVICES

TCDD agrees to reimburse TEA for the administrative services provided under this MOU consistent with provisions of the DD Act. TCDD will reimburse TEA not more than \$50,000 each fiscal year for basic services of accounting, budget, purchasing and HR services provided that TEA provides at least an equal share from non-federal resources as state match through the application of the indirect cost rate. Information technology support (as noted in Section V.B.) and all other services provided to TCDD by TEA will be reimbursed by TCDD to the extent allowed by state and federal law. TEA will provide TCDD documentation of the cost and allocation method for those services.

VIII. GENERAL PROVISIONS

Dispute Resolution: Disputes concerning implementation of this MOU between TCDD and TEA must first be resolved at the staff level if possible. If either party determines that the dispute cannot be resolved at the executive staff level, TCDD and TEA agree to pursue resolution through the use of mediation pursuant to the Government Dispute Resolution Act, Chapter 2009 of the Texas Government Code as applicable.

X. TERM OF AGREEMENT

This MOU shall commence on September 1, **2009** and shall terminate on August 31, **2010**. This MOU will be reviewed annually by the parties and will be renewed for additional (1) year periods to commence at the beginning of each fiscal year. This MOU may be expanded, modified, or amended at any time upon the mutual written agreement of TCDD and TEA.

This agreement may be terminated by mutual agreement of both parties. Either party may terminate the agreement by giving the other party written notice of its intent to terminate. Written notice may be sent by any written method which provides verification of receipt, and the 30 days will be calculated from the date of receipt. Such actions, however, do not alone affect the status of the Governor's designation of TEA as the TCDD designated state agency pursuant to provisions of the DD Act. In the event any provision of this agreement becomes unenforceable or void, such will not invalidate any other provision of this agreement.

THE UNDERSIGNED PARTICIPATING PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies, or materials in this MOU are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under Contract given to the lowest responsible bidder.

TCDD further certifies that it has the authority to receive the above services by authority granted in: Executive Order RP-37.

TEA further certifies that it has authority to perform the above services by authority granted in: Executive Order RP-37.

Texas Council for Developmental Disabilities

Texas Education Agency

By: _____
Brenda Coleman-Beattie
TCDD Chair

By: _____
Shirley Beaulieu,
Associate Commissioner for Finance and
Operations/CFO (Acting)

Date: _____

Date: _____



CALIFORNIA STATE COUNCIL ON DEVELOPMENTAL DISABILITIES

CONTRACTING AND PURCHASING POLICIES AND PROCEDURES

Adapted from the:

Demystifying Contracts Handbook

Produced by the California Department of Social Services Contracts and Financial
Analysis Bureau

Table of Contents

Types of Contractual Agreements

Request for Contract Services

Interagency Agreement

Standard Agreement (Consulting)

Standard agreement (Subvention)

CMAS Agreement

Contract Review Process and Timeframes

Various Components of the Bidding Process

Apply Appropriate Regulations and Policies

Program Responsibilities After Execution of Contract

TYPES OF CONTRACTUAL AGREEMENTS

A contract is a legally binding agreement between the California Department of Social Services (CDSS) and another entity, public or private, for the provision of goods or services. A contract sets forth the terms, conditions, and the statement of all work to be performed.

Proper classification of contracts is necessary as a first step in determining which solicitation process is appropriate for the contract, and what elements are required to be in the contract. There are several types of contracts and services.

1. Interagency Agreement (IA)

An interagency agreement is an agreement between two or more state agencies.

Examples include: An IA between SCDD and the Department of Developmental Services (DDS) to provide quality assurance activities.

2. Consultant Services

Defined as a contract for services of an advisory nature, which provides a recommended course of action or personal expertise. The contract calls for a "product of the mind" rather than the rendition of mechanical or physical skills. A "product of the mind" may include anything from answers to specific questions to the design of a system or plan.

Examples of consultant services contracts include: Legal services, expert witness services, training and technical assistance, strategic planning, etc.

3. Services Contract (Non-Consulting)

A services contract is a contract in which the contractor provides a duty or labor, of a non-consulting nature, and is usually a rendition of mechanical or physical skills.

For example: janitorial services, moving services, shredding services, and printing services.

4. Subvention Services

To be classified as a subvention services contract, the contract must:

a) provide assistance to local governments and/or aid to the public; and b) directly or through an intermediary, such as a nonprofit organization. Subvention services contracts are exempt from the competitive bidding requirements.

Examples: A contract with California Youth Connection to provide technical and outreach services to foster youth; a contract with the San Diego State University Foundation to provide training to social workers on child welfare services.

NOTE: The Department of General Services (DGS) has determined that grants provided by the SCDD do not qualify under the subvention agreement contract exception.

5. Public Works

An agreement for the erection, construction, alteration, repair, or improvement of any state-owned structure, building, road, or other state improvement of any kind.

Examples include: Electrical/cabling services and assembling modular furniture in State offices.

6. Information Technology (IT) Services

Services performed directly on or pertaining to electronic technology and telecommunications hardware, firmware, and software including but not limited to computerized and auxiliary automated information handling, system design and analysis, data conversion, computer programming, information storage and retrieval, voice, video, data communications, requisite system controls, simulation, electronic commerce, maintenance and repair, software licensing and support, training, and all related interactions between people and machines. Also included are services of an advisory nature requiring a recommended course of action or personal expertise as it pertains to an information technology project and information technology support functions.

SCDD has competitive purchasing authority to conduct bids for IT Services up to \$4,999.99. We also have purchasing authority to utilize the California Multiple Award Schedules (CMAs) and Master Agreements/Master Service Agreements.

7. California Multiple Award Schedule (CMAS) Contracts

The CMAS Program was established in May 1994 to enable State Agencies and local governments to obtain IT (and a limited number of non-IT services) without the need for DGS to issue a specific bid. The objective of the CMAS Program is to streamline purchases of goods and services by removing repetitive, resource intensive, costly and time consuming bid processes. CMAS vendors are approved by DGS, along with a description of the specific services and the maximum rates allowable for the services. Vendors interested in working with the State must apply directly to DGS. In order to obtain services from an authorized CMAS vendor, SCDD issues a request for offer (RFO), which results in a CMAS contract.

8. Memorandum of Understanding (MOU)

The DGS State Contracting Manual defines a memorandum of understanding as "a contract". For SCDD, the MOU usually does not contain dollars or fiscal provisions. The primary purpose of the MOU is to delineate the roles and responsibilities of the parties. Reimbursement for services are from other established sources such as the county administrative claim.

For example, each SCDD local office with a developmental center in its area has an MOU with that developmental center that outlines their individual roles and responsibilities. The fiscal provisions are outlined in the IA between the SCDD and DDS.

REQUEST FOR CONTRACT SERVICES

Complete a form 704 - (GEN 704)

A completed form 704 must be submitted to the Deputy Director for Administration.

The GEN 704 consists of three pages.

1. Include the name of the contact person, telephone number, fax number and office number.
2. Indicate the type of request: Is the request for a Procurement/Bid such as a Solicitation for Offer (SFO), Master Service Agreement (MSA), Invitation for Bid (IFB), Request for Proposal (RFP)? Is the request for a contract such as an interagency agreement (IA), standard agreement (SA), CA Multiple Award Schedule (CMAS), memorandum of understanding (MOU), direct pay, or other?

If the request for the contract is to confirm the result of a bid or solicitation, please check the box after "Contracts" and specify the bid/solicitation number.

Fill out the name of the proposed contractor in the contractor information box. Always use the legal name of the contractor. If you know whether or not the contractor is a certified small business or disabled veteran business enterprise, please indicate by checking the yes or no box.

3. Is this an amendment or renewal to an existing service or contract?

If yes, enter the previous contract number and contractor name. If this is an amendment, the contract number to ensure that the right contract file is pulled to verify the contract term and amount prior to writing the amendment.

If this is a renewal to an existing service or contract, please enter the prior contract number to pull the former contract file to help draft the scope of work (SOW).

4. "Contract Term": Enter the proposed start date and ending date of the service period. You will be contacted and told if the proposed term is not realistic or attainable. For example, if the bidding process requires two months and there is only two weeks between the receipt of GEN 704 and the proposed start date.

If the request is to amend the term, enter the original start date and the revised or proposed end date, not the original end date. If the request is for amendments to revise the funding or scope of work and the term is not affected, enter the original end date.

Amendment effective date: Enter the date for which the change (in scope, increase or decrease in the amount of funding, hourly rate, etc.) is to take place. Provide us with your best estimate. The only rule here is that if you are extending the term, the effective date must be prior to the expiration of the original term, i.e., you want to extend the contract for 12 months, from June 30, 2013 through June 30, 2014. The effective date of amendment can be no later than June 30, 2013. If you have multiple actions like amending the term and increasing the funds, the effective date would be the earliest date in which an action takes place. If the contract ran out of money in March, the amendment date would be March and not June to extend the term.

5. Purpose/necessity of contract/amendment (concise description): Provide a brief and concise description of the contract service, e.g., provide development training and quality improvement services to persons with developmental disabilities. Attach the scope of work and budget detail (more information on SOW and budget after we get through the instructions on how to complete the GEN 704). Check the box on whether the service is mandated or not and provide the authority/legislative act. (More information on justification of services in Page 2). Enter the Index Code, PCA, object code (if known).

Funding, etc: Identify whether the funds are State, Federal, or both, and the percentage of each. Check Support or Local Assistance; whether the agreement is a payable or receivable contract or N/A (if an MOU); give us the amount of funds available by each state fiscal year and identify the funding source (budget/redirect, etc.)

6. Required Approvals and Signatures: The following signatures are currently required: Deputy Director for Local Area Offices (if applicable), Deputy Director for Administration and Executive Director.

7. Page 2: Required Justification For Contract Services

Check box on whether the service is mandated or not and provide the authority or legislation.

#1, Briefly describe the services to be provided.

#2, Describe why the services are critical or essential to the Department's mission and goals; Describe expected results or benefits to be achieved.

#3, Describe the consequences if this request for contract is denied.

#4, Describe possible alternatives to contracting.

#5, Describe why services cannot be performed by civil service employees, per Government Code 19130.

The State Constitution generally requires contracting to be limited to those services that cannot be performed by civil service employees except provided for in GC 19130 (a) and (b).

GC 19130(a) allows contracting out of services if the Department can clearly demonstrate that the proposed contract will result in actual overall cost savings to the State.

Standards for use of Personal Service Contracts

A "Personal Service contract" is defined as any contract, requisition, Purchase Order, etc. (except Public Works contracts), under which labor or personal services is a significant, separately identifiable element. The business or person performing these contractual services must be an Independent Contractor and does not have status as an employee of the State. A "cost savings-based Personal Service Contract" is any Personal Service Contract proposed to achieve cost savings and subject to the provisions of Government Code, Section 19130(a).

Before deciding to contract for personal services, as a requestor or initiator of a contract, you must meet one of the following criteria and provide justification to support the selection:

1. 19130(a) Personal services contracting is permissible to achieve cost savings when specific conditions are met. This would require an 11-Point Analysis as required by law for State Personnel Board approval and union review. (This may add an additional 30 - 60 days to the contract process.);

OR

2. 19130(b): Personal services contracting also shall be permissible when any of the following conditions can be met:
 - A. The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
 - B. The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by Independent Contractors.
 - C. The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical

nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

D. The services are incidental to a contract for the purchase or leases of real or personal property. Contracts under this criterion, known as service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

E. The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interests or to insure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

F. The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 or Part 2.6.

G. State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

H. The Contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.

I. The Contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.

J. The services are of such of an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil services would frustrate their very purpose.

***Justification Detail Required (Please explain why the above condition applies)

What to Include in a Scope of Work (SOW)

According to the standard contracting format established by DGS, the SOW is specified as Exhibit A in the majority of state contracts. The SOW is a description of the services and work to be performed.

It can be as brief as a paragraph or two, or as lengthy as a book, depending on the type of services and the level of understanding and agreement.

At a minimum and if applicable, the SOW should address the following:

1. Work specifications, requirements
2. Detailed work plan
3. Personnel, staffing
4. Objectives, major task
5. Results, deliverables
6. Timelines, progress reports
7. Evaluation and acceptance criteria

The Scope of Work should contain a clear, precise description of the work to be performed, services to be provided, problem to be solved, or the goals and objectives to be met as follows:

- Describe in realistic terms what the Contractor is to accomplish, including any desired approach to the problem and the specific functions, tasks, or activities that must be performed.
- Identify any practical and policy information, technological requirements or specifications, and legal limitations if any.
- Identify the specific questions to be answered or issues to be addressed.
- Define the manner in which the work is to be done.
- Describe the items to be delivered.
- Specify time schedules, including dates for commencement of performance and submission of progress reports, if any, and date of completion.
- Specify final meeting requirements between Contractor and CDSS when the contractor is to present his/her findings, conclusions, and recommendations (if applicable)
- Specify the format and number of copies to be made of the completed reports or product.
- Describe method of delivery and evaluation criteria for acceptance of service or product.

What to Include in a Budget

The budget format will differ according to the type of contract. The standard budget formats are:

- Lump sum payment upon completion, delivery, and acceptance of service.

- Deliverable-based, i.e., Upon completion of each training session at the contracted rate of \$5,000 per session.
- Monthly reimbursement of services, i.e., \$600 per month for janitorial services or \$50 per month for security alarm maintenance.
- Identification of the consultant(s), classification level and hourly rate of pay, up to the maximum amount of the contract or maximum number of hours within the contract period.
- Detailed line item budget showing personnel detail (names, job titles, monthly rate, percentage of time charged to the contract and employee benefits); operating and equipment expenses (rent, telephone, supplies, etc.) and indirect cost. Detailed line item budgets must include a narrative describing each line item.

***See Attachment 1 for SAMPLE contract agreement

CONTRACT REVIEW PROCESS and TIMEFRAMES

Upon completion of a GEN 704, Request for Contract Services, the following actions take place (10 – 30 working days):

1. Preliminary Review by Deputy of Administration(if statewide or administrative contract) or by Deputy for Local Area Offices (if request has been made by director of a Local Area Office) –
The appropriate Deputy shall review all proposed solicitation documents and timelines for compliance with State Contracting Manual. Once the review is complete, the Deputy of Admin or LAO signs and forwards the proposed contract to the Deputy Director of Administration for secondary review, if applicable.
2. The Deputy of Administration will review all financial documents and assure compliance with State Administration Manual and Department of Finance protocols. Once the review is complete, the Deputy for Administration signs and includes the completed contract packet for review and approval at the next Administrative Committee or Program Development Committee COMMITTEE STILL MUST DETERMINE THE AMOUNT THAT CAN BE APPROVED BY ED OF COUNCIL. ADMINISTRATIVE COMMITTEE DISCUSSED A POSSIBLE 50,000 CEILING (as appropriate.) The Chairperson of appropriate committee shall sign and certify that a full review and action has been taken to approve the contract.
3. The Deputy for Administration submits the complete solicitation package and approvals to full Council for review and final approval.
4. Once the solicitation package is approved by the full Council, advertising and/or bidding process may commence in accordance with the outlined process below depending on type of contract.

Please note: Contracts Analyst does not start writing the contract until full Council approval is obtained.

5. If the scope of work (SOW) and budget information are provided with the GEN 704, the Contracts Analyst will write the contract (5 to 10 working days)
If the SOW and budget information are insufficient, the Contracts Analyst will contact the submitter for additional information.
6. A draft of the contract is sent to the following for concurrent review. The specific reviews are determined by the type of service and amount of funds. (5 to 20 working days)
 - Budget Officer (only contracts containing more than \$20,000 per fiscal year).
 - Budget Officer signs the "Agreement/Summary" (STD215) and attaches funding information on the form
 - Legal Counsel
7. Contract is finalized and sent to Contractor for signature (3 to 10 working days)
8. Contract is signed and returned to SCDD (10 to 20 working days)
9. Once the Contractor's signature has been obtained, the contract is prepared for SCDD Executive Director signature. (3 to 10 working days)
10. If Department of General Services (DGS) review is not required, the contract is fully executed upon CDSS signature. Copies of the executed contract are distributed by the Contracts Analyst.

The following contracts require DGS review and approval: (add 5 to 10 working days)

- Standard Agreements and Interagency Agreements for \$50,000 and above
 - Contracts that limit the contractor's liabilities or require the State to indemnify or to hold the contractor harmless.
 - Contracts that provide for advance payment for services.
 - Any contract containing hazardous activities that may result in substantial risk of serious injury to persons or damage to property, such as transporting of persons by any mode of transportation (also requires automobile and public liability insurance)
11. Upon receipt of the approved contract from DGS, the Contracts Analyst notifies Program and Contractor of execution by sending out copies of the executed contract. (2 to 5 working days)

VARIOUS COMPONENTS OF THE BIDDING PROCESS

A. *Types of Bidding Processes*

The most frequently used types of bidding process in SCDD are the Request for Proposals (RFP) Primary and RFP Secondary and Master Agreements. However, other processes may be used as follows:

1. Request for Proposals (RFP)

The RFP is used to obtain complex services in which professional expertise is needed and bidders may utilize different methods and approaches during performance. Services may be complex, uncommon and/or unique.

An RFP seeks an answer to the following: "Here is what we wish to accomplish. Here are the qualification requirements, performance specifications, time frames, and other requirements that must be met. Describe how you would accomplish the job for us and for how much."

There are two types of RFPs:

RFP Primary and RFP Secondary - The major difference between the two is the way in which the winner is determined. In the RFP Primary, the contract is awarded to the responsible bidder with the lowest costs. In the RFP Secondary, the contract is awarded to the responsible bidder with the highest scored proposal.

a. RFP Primary

Bidders responding to the RFP Primary must submit their information in two envelopes. The written proposal describing the services and how they will be delivered will be placed in one envelope and the costs for providing the

services must be sealed in a separate envelope. The sealed bids will be publicly opened at a later date.

Upon receipt of proposals, the Contracts Analyst will conduct an administrative review to determine if the proposals conform with the format and content requirements specified in the RFP, such as a table of contents, the correct number of copies, a signed Statement of Intent to Meet RFP Requirements, etc. The Contracts Analyst will also check that the costs information is sealed in a separate envelope. Failure to meet administrative requirements will deem the proposal to be nonresponsive to RFP requirements and disqualified for further consideration.

Proposals meeting administrative requirements are given to the Evaluation Committee for scoring. The Program Development Committee or Administrative Committee, as appropriate, shall serve as the Evaluation Committee in accordance with these policies. The Evaluation Committee will compare the proposals and bidders for conformance to RFP requirements such as minimum experience, professional qualifications, organizational structure, staffing and expertise, service methodology, timeframes, etc., and assign a score for each category. As stated in the RFP, proposals must obtain a minimum score, usually 80 percent, from the Evaluation Committee in order to qualify for the bid opening. All proposals with a score of 80 percent or higher will have their sealed bid publicly opened at the time and place specified in the RFP. The responsible bidder with the lowest costs will be awarded the contract, regardless of the score given by the Evaluation Committee on the proposal.

b. RFP Secondary

The RFP Secondary asks Bidders to submit all their information in one package. There is no need for a separate envelope shielding the costs information since there is no public bid opening.

The Contracts Analyst conducts an administrative review of all proposals received for responsiveness to RFP format and content requirements and gives them to the Evaluation Committee. The Evaluation Committee shall be the Program Developmental Committee or the Administrative Committee, as appropriate. The Evaluation Committee will compare the proposals and bidders for conformance to other RFP requirements such as minimum experience,

professional qualifications, organizational structure, staffing and expertise, service methodology, timeframes, etc., and assign a score to each category. The costs for services are also scored in accordance with the formula specified in the RFP. Upon completion of the evaluation process, the contract is awarded to the bidder with the highest scored proposal.

2. Solicitation for Offers (SFO)

The SFO is used to obtain services off the California Multiple Award Schedules (CMAS). CMAS vendors have been preapproved by the Procurement Division of the Department of General Services and may be utilized by state agencies without formal bids. For vendor listings, see: www.pd.dgs.ca.gov

SCDD may issue a SFO that specifies the minimum service requirements and what information the CMAS vendor must provide for consideration of contract award. Typically, the CMAS vendor submits a narrative describing their qualifications, what services they will provide, along with the personnel and corresponding hourly rates.

For SFO's, the award is determined by "best value". Depending on the specific service being requested, "best value" can be defined as either lowest price or highest scored offer received. The decision must be clearly identified in the SFO.

3. Invitation for Bids (IFB)

The IFB is typically used to obtain simple, common, or routine services that may require personal or mechanical skills. An IFB seeks an answer to the following: "Here is exactly what we need to have done. Here are the qualification requirements, performance specifications, time frames, and requirements that must be met. How much will you charge us?"

Examples of services utilizing the IFB process are janitorial and moving services.

The bidder specifies the costs for the requested services on the Bid Form, which is included in the IFB. Bidder signs and returns the Bid Form to Contracts Analyst in a sealed envelope by the due date stated in the IFB. Sealed bids are then publicly opened on the due date and a pass or fail determination is made by the Contracts Analyst for responsiveness to IFB requirements. For example, if the IFB specifies a minimum number of years experience providing a particular service, the bidder must have that

experience in order to qualify for the bid opening. The award is then made to the responsible bidder with the lowest costs.

4. **Master Agreements**

Master Agreements (also referred to as Master Service Agreements) are generally Statewide agreements that have been competitively bid and awarded by DGS. Master Agreements may be for IT Services and Non-IT Services. Each Master Agreement has its own ordering instructions and administrative fee (usually 1 to 2%). Additional information is available on the Department of General Services, Procurement Division website at www.pd.dgs.ca.gov/masters/.

Examples of services available under Master Agreements include unarmed security guards and business and management consulting services such as organization development, strategic planning, and performance measurements and evaluation.

B. Fundamental Rules for Competitive Bids

1. A State Agency may not draft any competitive bidding document in a manner that limits bidding directly or indirectly to any one bidder. (Public Contract Code Section 10339)
2. Services may not be split to avoid the need to advertise or obtain competitive bids. In particular, a series of related services that would normally be combined and bid as one job cannot be split into separate tasks, steps, phases, locations, or delivery times to avoid adhering to a state law, policy, or departmental procedure.
3. Sealed bids (and proposals, etc.) must be received by the time stated in the solicitation document. Bids received after the due date and time are not valid regardless of the circumstances causing the late submittal. If you receive a package requested by a solicitation document, please get it to the Contracts Analyst immediately.

C. Noncompetitively Bid (NCB) Contract

1. A noncompetitively bid contract is defined as one in which only a single business enterprise is afforded the opportunity to provide the specified services and the typical solicitation processes were not utilized. NCB Transactions of \$5,000 or more must be approved by the Executive Director, the full Council and, the Procurement Division of the Department of General Services (DGS). These approvals must be formally obtained and provided in writing before the contract is developed. For services under \$5,000, no NCB justification is required if fair and reasonable pricing has been established and documented. An NCB justification is required if fair and reasonable pricing cannot be established and documented or two bids cannot be obtained.

2. Approvals for an NCB contract transaction require the following documents:
 - Noncompetitively Bid Contract Justification (three page document from DGS), and
 - Request for Exemption from Advertising (form STD. 821).

3. At a minimum, the following questions must be addressed in the documents specified in #2 above:
 - Why is the requested service restricted to one supplier? Explain why the acquisition was not competitively bid.
 - Provide the background of events leading to this acquisition. Describe the uniqueness of the acquisition (why was the good/service/supplier or contractor chosen?)
 - What are the consequences of not purchasing the good/service or contracting with the proposed supplier?
 - What market research was conducted to substantiate noncompetition, including evaluation of other items considered?
 - How was the price offered or costs for services determined to be fair and reasonable? Describe any cost savings realized or costs avoided by acquiring goods/services from this supplier.
 - If the NCB request could have been competitively bid but was not due to insufficient time to complete the acquisition process, DGS requires a corrective action plan from the SCDD describing how competitive bids and processing of contracts will be managed.

APPLY APPROPRIATE REGULATIONS AND POLICIES

Disabled Veteran Business Enterprise (DVBE) and Small Business (SB) and Microbusiness (MB) Participation Programs

There are two business enterprise participation programs with which we must interact: Disabled Veteran Business Enterprise (DVBE)

and Small Business (SB) and Microbusiness (MB) Enterprise. State agencies are measured on how well they achieve the mandated goals.

1. DVBE Program

The State of California established the DVBE Participation Program as one way to acknowledge disabled veterans for their service. The intent of the program is to further DVBE participation in State contracting by establishing a DVBE participation goal of at least 3% to ensure a portion of the state's overall annual contract dollars are awarded to certified DVBEs. For more information on the DVBE Program, visit the Internet site at <http://www.pd.dgs.ca.gov/dvbe>

Every year, State agencies are required to submit a report to the Department of General Services on the total dollar amount of purchases and contract awards to businesses and the portion of those awards given to certified DVBEs.

2. Small Business (SB) and Microbusiness (MB) Program

Through the enactment of the Small Business Procurement and Contract Act, a fair portion of the total State purchases, contracts, and subcontracts for commodities and services must be placed with certified small businesses or microbusinesses.

State Agencies have a SB/MB participation goal of 25 percent of the total dollar amount expended annually on purchase and contract awards.

A certified small business or microbusiness or a non-small business who subcontracts with a certified SB/MB firm is entitled to claim a five percent preference in bidding on procurements of goods or services. The five percent preference is used only for computation of the bid amount to

determine the winning bidder and does not alter the actual amount of its bid.

PROGRAM RESPONSIBILITIES AFTER CONTRACT EXECUTION

The Contracts Managers shall be as follow: 1) the Budget Officer is the authorized SCDD representative responsible for administering administrative/business services contracts and, 2) the Deputy for Planning and Policy (OR POLICY ANALYST) is the authorized SCDD representative responsible for administering local and statewide grants/contracts. Each contract manager must evaluate the Contractor's performance and has the following responsibilities:

A. *Typical responsibilities*

1. After contract is executed, notify Contractor to begin work.
2. Monitor progress of work to ensure that services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract; e.g., review progress reports and interim products.
3. Ensure that all work is completed and accepted before the contract expires.
4. Review invoices to substantiate expenditures for work performed prior to approving them. Ensure the invoice contains the contract number, index and PCA codes and is forwarded for payment in a timely manner.
5. Ensure that there are sufficient funds to pay for all services rendered as required by contract. Also ensure that funds are available if there is a change in the funding source specified in the contract.
6. Identify low spending levels and consider partial disencumbrance and reassignment of funds.
7. Notify appropriate SCDD personnel of equipment purchase, if applicable, and ensure property is tagged and inventoried before approving cost reimbursement.
8. Monitor use of Disabled Veteran Business Enterprises (DVBE) subcontractors to ensure attainment of approved contract participation goals.
9. Verify that the Contractor has fulfilled all requirements of the contract before approving the final invoice. The final invoice must include the statement "Final Billing".

10. Invoices must be received by SCDD within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first.
11. Only for consulting services contracts of \$5,000 or more, complete the Contractor Evaluation form (STD.4) within 60 days of expiration of term.
12. Contact the Contracts Analyst for assistance with contract problems.

B. *Contract Manager "Don'ts"*

The Contract Manager is ***not*** authorized to take the following actions:

1. Do not instruct the Contractor to start work before the contract is executed and approved.
2. Do not informally change the description or scope of work of the contract without an amendment.
3. Do not direct Contractor to do work that is not specifically described in the contract.
4. Do not sign any Contractor's contract form (their version of an agreement).
5. Do not approve payment to Contractor for any work not performed or performed unsatisfactorily.
6. Do not extend the time period of the contract without an amendment.
7. Do not allow Contractor to incur costs over the amount set in the contract.

C. *Retention of Contract Records*

All contracts involving expenditures of public funds in excess of \$10,000 contain a provision that the contract is subject to the examination and audit of the awarding department or its delegate or the State Auditor for a period of three years after final payment under the agreement. Federally funded contracts have a record retention period of up to five years. When a contract audit is in dispute or litigation, the record retention period is extended.

D. *Record Keeping*

1. Label a file folder for each contract administered and include the following:
 - a. A log sheet to record any activities related to the contract. Each time you speak with anyone about the contract, make a note of the date of the discussion, and the subject matter discussed.
 - b. A file guide labeled "Invoices." Retain a copy of all invoices in this file guide.
 - c. A copy of the executed contract and other pertinent documentation, such as a copy of the original contract request and any correspondence related to the contract or contractor.
2. Prepare a spreadsheet of expenditures showing the contract amount encumbered and the deduction for each invoice as it is approved for payment.
3. Document the notification to the Contractor of the start date. Work cannot begin before contract execution and the effective date of the contract. Although initial notification to start work may be verbal, it should also be documented in writing and a copy placed in the file. This practice protects the agency and the Contract Manager in the event of legal problems or an audit.
4. Monitor and document the performance and nonperformance of contract services in the contract file. If problems are encountered during the contract term, they should be fully documented. Letters to contractors should outline any problems related to substandard or nonperformance. If applicable, use contract specifications verbatim in the letters so that there is no doubt about the services covered in the contract. All letters about nonperformance should be sent by certified mail with copies to all concerned parties. A copy of the letter should be sent to the appropriate payment unit to eliminate the possibility of erroneous invoice payment.

E. *Oversee the completion of the contract*

To finalize or complete the contract process, contact Contractor to determine whether all invoices have been received. After the expiration of the contract, disencumber any remaining funds by notifying the appropriate payment unit at CDSS and the Contracts Analyst of the amount to be disencumbered. A copy should be retained in the contract

file. Please note that if the term has not expired and the contract is still in force, any reduction of funds must be made by contract amendment.

F. *Terminate and/or Disencumber a Contract*

1. A contract may be terminated prior to the end (expiration date) of the term by sending a letter to the Contractor at least 30 days in advance of the effective date of termination.

All contracts contain a provision that permits SCDD to terminate the contract without cause provided adequate notice is given. The termination letter should be signed by the Executive Director and sent to the Contractor by certified mail. Upon release of the termination letter, Contract Manager will send a notice to the requesting program, CDSS Budget Bureau informing them of the termination and to request disencumbrance of funds. No amendment is necessary for terminating contracts.

2. If a contract has already expired, program should send a memo to CDSS Budget Bureau to request the disencumbrance of funds by identifying the contract number and the amount of funds to be disencumbered. The effective date for disencumbrance is the contract expiration date. No amendment is required.

G. Contractor Evaluation

Any consultant services contract of \$5,000 or more requires completion of a Contract/Contractor Evaluation (STD.4) within 60 days after completion of a contract. When a negative finding is made, the Contracts will forward a copy to the Department of General Services and the Contractor within five days of completion of the evaluation.

Contract/Contractor Evaluation forms are not public documents and should not be kept in the contract file.