



**ADMINISTRATIVE COMMITTEE MEETING NOTICE/AGENDA**

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

**TELECONFERENCE SITE:**

**Area Board 4**  
236 Georgia Street, Suite 201  
Vallejo, CA 94590

**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](mailto:robin.maitino@scdd.ca.gov). Requests must be received by 5:00 pm April 18, 2014.*

**Page**

- |    |   |            |   |
|----|---|------------|---|
| 1. | <b>CALL TO ORDER</b>                      | M. KENNEDY |   |
| 2. | <b>ESTABLISHMENT OF QUORUM</b>            | M. KENNEDY |   |
| 3. | <b>WELCOME/INTRODUCTIONS</b>              | M. KENNEDY |   |
| 4. | <b>APPROVAL OF APRIL 23, 2014 MINUTES</b> | 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. **FY 2014-15 PROPOSED BUDGET PRESENTATION TO COUNCIL** ALL 6
  
7. **MTARS UPDATE** M. POLIT 9
  
8. **FUTURE FISCAL ISSUES** M. KENNEDY
  
9. **TRANSITION ISSUES** POLIT/KENNEDY
  
10. **REVIEW OF SAMPLE DSA MOU'S** ALL 12
  
11. **DEVELOPMENT OF FACILITATION POLICY** ALL 29
  
12. **OTHER POLICIES AND PROCEDURES** ALL
  
13. **FUTURE AGENDA ITEMS** ALL
  
14. **ADJOURNMENT** M. KENNEDY

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

D R A F T

**Administrative Committee Meeting Minutes  
April 23, 2014**

**Attending Members**

Kris Kent  
Molly Kennedy  
Ning Yang  
Ray Ceragioli

**Members Absent**

Eric Gelber  
Max Duley

**Others Attending**

Lynn Cach  
Mark Polit  
Mary Agnes Nolan  
Nancy Dow  
Natalie Bocanegra  
Roberta Newton

1. **Call to Order**

Molly Kennedy called the meeting to order at 1:14 p.m.

2. **Establishment of Quorum**

A quorum was established.

3. **Welcome and Introductions**

Members and others introduced themselves.

4. **Approval of the March 26, 2014 Minutes**

It was moved/seconded (Ceragioli/Yang) and carried to approve the March 26, 2014 minutes as amended.

**Amendment**

Correct date on page one (1), item three (3) to February 27, 2014 not March 26, 2014.

5. **Public Comments**

There were no public comments.

6. **Review of the MTARS Work Plan**

Roberta went over the work plan, emphasizing milestones that had been accomplished and items that have been delayed. She offered to make the first AIDD progress report which is due May 1, 2014 available in the May Admin packet

7. **DSA Review**

Roberta went over the DSA review.

It was moved and passed (Kent/Ceragioli) to bring the review to the May Council meeting for formal approval

8. **Office Leases**

Roberta related that this issue is in follow-up to the previous two months' discussion about the Council's structural deficit. Area Board 3's lease will go soft in August. Their staff of four occupies an office in Sacramento costing \$60,000 per year while the headquarters office has sufficient empty space to accommodate them. Discussion ensued. There were comments that the suggestion seemed practical and reasonable. At the same time, Area Board 3 staff have not been involved in this discussion and should be. It was agreed that this should not be a hasty decision in that there is no rush to act. Molly suggested that it was premature to recommend drastic actions; that there should be a thoughtful process including area board staff. She suggested the formation of a financial committee, composed of area board and headquarters staff.

9. **Transition Plan**

Molly gave a brief report of the status of management at present. She reported that Mark Polit will become Acting E.D. as of May 1; that there are negotiations pending around a possible candidate for Chief Deputy Director for Administration; and that there are other negotiations around bringing on a strong management consultant to assist with high level issues, possibly as soon as May 1. She reported that she and Jorge have established a bi-weekly call with AIDD which will also include Mark. We have been instructed that correspondence will be forthcoming from AIDD and that AIDD is considering the possibility of advancing payroll for us. They are still reviewing our January billing. Roberta then briefly reviewed the written Transition Plan and noted that she has spent significant time going over each item with Mark. Molly objected to two items in the Transition Plan and requested they be deleted, relating to possible merger of area boards and reduction in area board staff.

10. **Review of Sample DSA MOU's**

Held for next month.

11. **Development of Facilitation Policy**

Held for next month.

12. **Other Policies and Procedures**

Held for next month. Molly asked if Natalie was prepared to take the lead on these three items next month and Natalie agreed.

13. **Future Agenda Items**

Molly asked for the following items to be included in the May Admin agenda:

- MTARS Update
- Future Fiscal Issues
- Transition Issues
- Review of Sample DSA MOU's
- Development of Facilitation Policy
- Other Policies and Procedures

14. **Adjournment**

Yang motioned to adjourn the meeting at 2:05 p.m.

**2014-2015 FUNDING ALLOCATION REPORT  
Federal (BSG) Funds**

**4100 State Council on Development Disabilities  
2014-15 Funding Allocation Report  
Projected as of March 26, 2014**

|  |                                     |  |                                   |
|--|-------------------------------------|--|-----------------------------------|
|  |                                     |  |                                   |
| <b>Council Operations and Administration</b> | <b>Personal Services Allocation</b> | <b>Operating Expenses &amp; Equipment Allocation</b> | <b>Total 2013-2014 Allocation</b> |
|  | \$1,473,000                         | \$695,000  | \$2,168,000                       |
| <b>Community Program Development Grants</b>  | \$0                                 | \$350,000  | \$350,000                         |
| <b>Area Boards</b>                           | \$3,480,864                         | \$1,001,634  | \$4,482,498                       |
|  |                                     |  |                                   |
| <b>Area Board Operations</b>                 | \$0                                 | \$353,000  | \$353,000                         |
|  |                                     |  |                                   |
| <b>TOTAL PROJECTED EXPENDITURES</b>          | <b>\$4,953,864</b>                  | <b>\$2,399,634</b>                                   | <b>\$7,353,498</b>                |

**State Council On Developmental Disabilities  
 Projected Headquarters Budget Need  
 Fiscal Year 2014/15**

|  | <b>PROJECTED<br/>BUDGET<br/>NEED *</b> |
|--|--|
| <b><u>1. Personal Services:</u></b>                        |  |
| Net Salaries & Wages                                       | \$ 982,000                             |
| Temporary Help / Honorarium                                | \$ 67,000                              |
| Staff Benefits (43.13%)                                    | \$ 424,000                             |
| <b>Total Personnel Services</b>                            | <b>\$ 1,473,000</b>                    |
| <b><u>2. Operating Expense:</u></b>                        |  |
| General Expense  | \$ 19,000                              |
| Printing   | \$ 28,000                              |
| Communications   | \$ 94,000                              |
| Postage  | \$ 11,000                              |
| Travel-in-State :  | \$ 266,000                             |
| Per Diem   | \$ (40,000)                            |
| Commercial Air   | \$ (195,000)                           |
| Private Car  | \$ (13,000)                            |
| Taxi & Shuttle   | \$ (9,000)                             |
| Other  | \$ (9,000)                             |
| Out-of-State Travel  | \$ 2,000                               |
| Training ( Tuition and Registration)                       | \$ 3,000                               |
| Facilities Operations (Rent)                               | \$ 91,000                              |
| Interdepartmental Services:                                | \$ 101,000                             |
| External Contract Services                                 | \$ 40,000                              |
| Data Processing ( Software,<br>Supplies & Misc.)           | \$ 15,000                              |
| Central Admin. Services :<br>SWCAP                         | \$ 25,000                              |
| <b>Total Operating Expense</b>                             | <b>\$ 695,000</b>                      |
| <b>3. Total Projected Headquarters Budget Need (1 +2)*</b> | <b>\$ 2,168,000</b>                    |

\*Includes Council Member Honorarium and Travel Costs.

## **2014 -15 FEDERAL (BSG) BUDGET**

### **Budget Assumptions**

#### **Assumptions**

Information from AIDD and NACDD strongly suggests that the FFY 2015 allocation will be the same amount as the FFY 2014 post-sequestration allocation of \$6,508,782. We have therefore opted to use that 2014 allocation figure as the assumed Council budget.

We have further assumed that staffing for 2014-15 will include:

All current area board office positions will be fully filled, with exception of one currently vacant Community Program Specialist II position that is targeted for abolishment effective July 1, 2014. The Chief Deputy Director, Planning and Program Specialist, and Legislative and Public Information Manager positions will be filled for the entire 12 months. The currently vacant Deputy Director of Communications and Legislation, Office Technician – Typing, and Deputy Director for Area Board Operations positions will not be filled during 2014-15.

All other HQ positions will be fully staffed as currently constituted.

All staff will be receiving a 2% salary increase which totals an increase of \$99,000 over current year Personnel costs.

We assume that lease/facility operations costs will increase modestly and can be absorbed by other Operations savings.

Assuming all of the above, and absent any additional savings being identified, the Council would have a \$927,165 discrepancy between our current Federal funding level of \$6,508,782 and projected expenses of \$7,435,947 (see attachments for detail).

We assume that the full FFY 2014 award from ACL/AIDD will be released by the end of the current fiscal year and encumbered by the Council for use in the 2014-15 and 2015-16 years.

Based on current and historical expenditures, we assume “carryover” funds from 2013-14 of at least \$1,000,000. This figure is arrived at based on having carryover funds of prior year unexpended Federal grant awards that helped offset the Council’s expenses for the five month period of October 2013 – February 2014. This \$1,000,000 “carryover” could be used to offset the \$927,165 funding shortfall identified above.

| MAJOR TASKS, GOALS & ACTIVITIES   |   |                           |                     |           |                       |                     |
|---|---|---------------------------|---------------------|-----------|-----------------------|---------------------|
| 1. Legislation Revision   |   | TARGET DATE/<br>FREQUENCY | Responsibility      | Completed | Committee<br>Approved | Council<br>Approved |
| <b>1.1 Governor's Authority to Hire Council Staff, Area Board representatives and continuation of service</b> |   |                           |                     |           |                       |                     |
| 1.1.  | Select legislator (Chesbro) to carry legislative changes                                  | 1/17/14                   | Polit               | Yes       |                       |                     |
| 1.2.  | Review of Lanterman Act for applicable sections for revisions                             | Feb 1—Mar 31              | Polit<br>MTARS Comm | Yes       |                       |                     |
| 1.3.  | Write new language for sections identified to be revised or deleted to comply with DD Act | Feb 1 – Mar 31            | Polit<br>MTARS Comm | Yes       |                       |                     |
| 1.4.  | Council to approve new legislative concepts   | 3/20/2014                 | Council             | Yes       |                       |                     |
| 1.5.  | Chesbro to introduce language to legislature  | 3/26/2014                 |                     | Yes       |                       |                     |
| 1.6.  | Governor signs bill   | 9/2014                    |                     |           |                       |                     |
| 1.7.  | Legislation to take effect  | 1/1/2015                  |                     |           |                       |                     |

## II. By-Law Amendments

11

| II.1 Membership Committee        |   | TARGET DATE                        | RESPONSIBLE               | COMPLETED |     |  |
|----------------------------------|---|------------------------------------|---------------------------|-----------|-----|--|
| 11.1.                            | Write language to change by-laws to create membership committee                             | 2/7/14                             | Corral/Newton             | Yes       | Yes |  |
| 11.2.                            | Start E-mail campaign by local area offices to recruit new members to State Council.        | 2/28/2014                          | Newton/local area offices | Yes       |     |  |
| 11.3.                            | Council to approve changes to by-laws to create membership committee                        | 3/20/2014                          | Council                   | No        |     |  |
| 11.4.                            | Chair to make appointments to membership committee  | 5/9/2014                           | Chair                     | Yes       |     |  |
| 11.5.                            | First committee meeting to be held  | 6/2014                             | Chair                     |           |     |  |
| 11.6.                            | Membership committee to meet quarterly  | Quarterly                          | Chair                     |           |     |  |
| 11.7.                            | Provide status update to Governor's Office quarterly.                                       | Jul 1 and then quarterly           | Chair                     |           |     |  |
| <b>II.2 State Plan Committee</b> |   |                                    |                           |           |     |  |
| 11.8.                            | Write language to change by-laws to re-constitute a combined State Plan and Grant Committee | March Council/April Exec Committee | Newton                    | Yes       |     |  |
| 11.9.                            | Council to approve changes to by-laws to re-constitute State Plan Committee                 | 3/20/2014                          | Council                   | No        |     |  |
| 11.10.                           | Chair to make appointments to State Plan Committee  | 4/1/2014                           | Chair                     | Yes       |     |  |

|   |        |   |                              |             |     |  |  |  |    |
|---|--------|---|------------------------------|-------------|-----|--|--|--|----|
|   | II.11. | First meeting held  | 6/30/2014                    |             |     |  |  |  |    |
|   | II.12. | Meetings held quarterly   | Ongoing                      |             |     |  |  |  | 11 |
|   | II.13. | Quarterly Progress Reports  | 10/1/2014 and then quarterly | Chair       |     |  |  |  |    |
| <b>III. Administrative Committee and Designated State Agency Review</b> |        |   |                              |             |     |  |  |  |    |
|   | III.1. | Evaluate current Memorandum of Understanding (MOU) & review other states MOUs       | 4/2014                       | Admin Comm  |     |  |  |  |    |
|   | III.2. | Draft MOU and meet with DSA to discuss review by July 2014 Administrative Committee | 7/2014                       | Admin Comm  |     |  |  |  |    |
|   | III.3. | Meet with DSA and discuss/revise as needed draft MOU                                | 9/2014                       | Admin Comm  |     |  |  |  |    |
|   | III.4. | Execute and sign MOU  | 11/2014                      | Admin Comm  |     |  |  |  |    |
|   | III.5. | Evaluate the DSA  | 6/2014                       | Admin Comm  |     |  |  |  |    |
|   | III.6. | Revise Contract Manual<br>Submit to Exec Committee for review                       | 2/27/2014<br>4/2014          | Admin Chair | Yes |  |  |  |    |
|   | III.7. | Approve Contract Manual   | 5/29/2014                    | Council     |     |  |  |  |    |
|   | III.8. | Complete comprehensive Policy and Procedure Manual                                  | 12/31/2014                   | Admin Comm  |     |  |  |  |    |

# **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 (10<sup>th</sup>) 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 maintenance 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  
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

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

### 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](http://www.txdcc.state.tx.us)) and email (e.g. [Roger.Webb@tcdd.state.tx.us](mailto: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: \_\_\_\_\_

# DRAFT

## STATE COUNCIL ON DEVELOPMENTAL DISABILITIES FACILITATION AND ATTENDANT SERVICES GUIDELINES FOR NON-AGENCY MEMBERS

### INTRODUCTION

The Council recognizes that some members may require reasonable accommodations in order to remove barriers which would prevent their full participation. To address this issue, the Council has established guidelines for the provision of support services to non-agency members who require facilitation and/or attendant services.

When it has been determined that a need exists for facilitator and/or attendant services and the member is providing services for the Council, reimbursement is available for these services. Payments that are eligible for reimbursement include those for services provided by individuals working in the support classifications of facilitator, attendant, or the dual role of facilitator/attendant.

Reimbursement for facilitation or attendant services must be reasonable and comply with the State of California reimbursement rules. For guidance, Attachment A identifies costs for Facilitators, Attendants, and Facilitator-Attendants that have been considered reasonable based on factors such as the Council's pay rate of the Support Services Assistant, Hospital Worker, and Psychiatric Technician Assistant classifications, respectively.

### DEFINITIONS

The following are definitions for facilitation and attendant services:

1. Facilitation refers to a service wherein the facilitator aids a member to perform the essential functions of his/her position. Assistance is provided based on the needs of the member, and may include some or all of the following:
  - a. Interpretation of policy related information, either written or verbal, into a form that is more easily understood by the member.
  - b. Providing, as necessary, an impartial analysis of the relevant issues. The analysis may include, but not necessarily be limited to, alternative positions and the implications and potential consequences for supporting or proposing any particular position.

The intent is to provide the member with the knowledge necessary to make informed decisions.

- c. Assisting the member to effectively communicate both positions and questions on relevant issues.
  - d. Support to accomplish other related tasks, such as making travel arrangements and scheduling committee activities on behalf of the member.
2. Attendant service refers to assistance from others which compensate for a person's inability to independently perform activities of daily living. Services may include assistance with maintenance and hygiene, mobility and escort responsibilities, and to a lesser degree, assistance with related cognitive tasks.
  3. Both facilitation and attendant services are defined as assisting the member to perform the essential functions of his/her official position. For example, while an individual may require nearly identical assistance from an attendant both in his/her home and while away on Council related travel, these guidelines address only those services directly related to fulfilling the responsibilities of a member.

## RESPONSIBILITIES OF FACILITATORS AND ATTENDANTS

The need for, and level of, facilitation or attendant service should be determined largely by the member. During the new member's orientation to the Council, it is critical that the availability and significance of assistance be clearly explained. The new member must be able to make an informed decision as to whether an accommodation is necessary.

It is important to stress that accommodations may include those other than facilitation or attendant services. While these guidelines address only these two forms of accommodation, other forms may be more relevant, such as enlarged print, modified seating arrangements, and travel modalities.

### A. FACILITATORS - RESPONSIBILITIES

Facilitators are responsible for providing services that enable the person to function as an integral member of the Council. The following list, though not exhaustive, includes examples of activities with which the facilitator may assist:

1. Developing and maintaining a calendar of Council related meetings and activities that the member must attend. This may include assistance with reconciling subsequent commitments.
2. Making transportation/travel arrangements for Council related meetings.
3. Obtaining and/or managing funds required for taking part in Council related meetings. This may also include follow-up in reconciling any necessary documentation. Examples, if applicable, may include cash advances and travel claims.
4. Preparation prior to Council related meetings through review and interpretation of agenda items. Should the facilitator not understand an issue, he/she is responsible for obtaining any information necessary for clarification.
5. Support during meetings through interpretation of actions or discussions on agenda items. As with preparing for the meeting, if the facilitator does not understand an issue, he/she is responsible for making sure that it is clarified. Assistance may also be provided in following relevant group process rules, such as Parliamentary Procedure.
6. Reviewing after the meeting any actions taken or discussions held.

In addition to the preceding examples of responsibilities, there are two fundamental guiding principles that a facilitator should follow when providing services.

The first principle is that while interpreting, the facilitator must accurately convey both the content and spirit of any spoken or written communication, while at the same time assuring that the information is in a format that is more easily understood. This may be especially difficult when the facilitator disagrees with what has been said or written. The facilitator is not responsible for the content of the communication, only for presenting it accurately.

The second principle is a natural extension of the first. While the person being served is an appointed member of the Council, the facilitator, is not. For this reason, the

facilitator should not counsel, advise, or interject personal opinions while assisting the member in carrying out his or her official duties. Doing so may result in inappropriate participation and a likely impermissible exercise of authority by the facilitator.

## B. ATTENDANTS - RESPONSIBILITIES

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

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

NOTE: Although attendants and facilitators may occasionally provide similar assistance with regard to cognitive tasks, the attendant does so to a much lesser degree, and typically would not interpret issues related to policy development.

## C. FACILITATOR/ATTENDANT - RESPONSIBILITIES

The Council recognizes that a person may be capable of performing a dual role as facilitator and attendant. Obviously, the responsibilities and

duties for these individuals would include those outlined above for the facilitator and attendant.

## PERFORMANCE

Job performance of a facilitator or attendant is primarily determined by the unique needs of the Council member being served. Based on a self-assessment, the member specifies the type(s) of assistance that will be expected of the facilitator and/or attendant. Expectations are to be in precise terms and must be documented in writing. Each expectation, or task, once clearly defined, must be included in a checklist of tasks. The task checklist will aid in identifying and documenting specific areas the Council member needs help with. For example, if the Council member indicates the need for a facilitator, the specific task(s) are also to be identified. Examples are assistance with making transportation/travel arrangements, interpretation of agenda items, and/or handling/managing funds. Similarly, a member may determine that he/she requires the aid of an attendant with three tasks: eating, bathing, and toileting. Further specificity may indicate that this member, for bathing, may require help with undressing and dressing, but not with washing, drying, or other remaining steps.

The task checklist will be used in determining the reasonableness of costs for facilitator and/or attendant services used by the member.

For helpful guidance, worksheets, and recommended checklists, please refer to the Council's publication, "Facilitation: Purpose, Planning, and Practice." This publication may be accessed at: <http://www.scdd.ca.gov/res/docs/pdf/SSAN/Facilitation.pdf>

**STATE COUNCIL ON DEVELOPMENTAL DISABILITIES  
FACILITATOR AND ATTENDANT SERVICES AND TRAVEL  
REASONABLE AND REIMBURSABLE PAYMENTS**

SERVICES

When a non-agency member of the Council has determined that facilitator or attendant services are needed to assist them in performing his/her essential Council functions, the Council will authorize payment for facilitator or attendant services if those payments are reasonable under the State's reimbursement rules. For example, the following pay rates based on 2013 information compiled by the Department of Developmental Services have been determined to be reasonable and reimbursable:

| <u>SERVICE</u> | <u>PAY RATE</u>  |
|----------------|------------------|
| Facilitator    | \$13.09 per hour |
| Attendant      | \$13.46 per hour |

The above pay rates are based on the mid-range monthly salaries of comparable state classifications. Each relevant salary was converted to an hourly rate and adjusted by 28.1 percent (the cost of state benefits) in order to recognize the self-employment cost to private vendors. Payment of these rates were limited to two hours before, during, and two hours after a Council related meeting.

Services Provided by Employees or Other Compensated Persons: If the facilitator or attendant is an employee of the Council, developmental center or regional center, or is already being compensated for the facilitation or attendant services, the Council will reimburse only for allowable travel related expenses.

Services Provided by Volunteers: If a member requires facilitation or attendant services and the facilitator or attendant is a volunteer, the council will authorize payment of travel related expenses for the volunteer.

TRAVEL

In accordance with PML 1986-001 entitled, "Travel Expenses of Non-State Employees," travel expenses of individuals providing facilitation or attendant services to a member may be reimbursed at rates equal to the rates allowed the member. Reimbursement for such travel expenses may be claimed on a travel expense claim which references the services provided and the name of the disabled member.

## STATE COUNCIL ON DEVELOPMENTAL DISABILITIES FACILITATOR SERVICES TASK CHECKLIST

This facilitator services task checklist is to aid in identifying and documenting specific areas the member needs assistance with to enable him/her to fully participate in Council related meetings.

Definition: Facilitation refers to a service wherein one person aids another to understand policy issues, to develop his/her own informed decisions regarding the issues, and to effectively express those decisions. A facilitator also assists with making transportation/travel arrangements, obtaining and/or managing funds required for attending Council related meetings, reviewing and interpreting agenda items, and providing support during meetings through interpretation of actions or discussions on agenda items.

In order to determine if the member requires the assistance of a facilitator, please indicate yes or no to the following list of Council related activities or functions:

1. Assistance is needed with the interpretation of policy related information, either written or verbal, into a form that is more easily understood.  
YES \_\_\_ NO \_\_\_
  
2. Assistance is needed in making travel and transportation arrangements to attend Council related meetings and related functions.  
YES \_\_\_ NO \_\_\_
  
3. Assistance is needed in obtaining and/or managing funds required for taking part in Council related meetings.  
YES \_\_\_ NO \_\_\_
  
4. Assistance is needed in the interpretation of agenda items prior to meetings.  
YES \_\_\_ NO \_\_\_
  
5. Assistance and support is needed during meetings with the interpretation of actions or discussions of agenda items.  
YES \_\_\_ NO \_\_\_

**STATE COUNCIL ON DEVELOPMENTAL DISABILITIES  
ATTENDANT SERVICES TASK CHECKLIST**

This attendant services task checklist is to aid in identifying and documenting specific areas the member needs assistance with to enable him/her to fully participate in Council related meetings.

Definition: Attendant services refers to assistance from others which compensates for a person's inability to independently perform activities of daily living. Services may include assistance with personal maintenance and hygiene, mobility, and escort services.

In order to determine if the member requires the assistance of an attendant, please indicate yes or no to the following list of activities:

1. Mobility and escort services to and from meetings.
  
2. Activities of daily living (specify)
  - a. Dressing YES \_\_\_ NO \_\_\_
  - b. Bathing YES \_\_\_ NO \_\_\_
  - c. Eating YES \_\_\_ NO \_\_\_
  - d. Tilting YES \_\_\_ NO \_\_\_
  - e. Grooming YES \_\_\_ NO \_\_\_
  - f. Respirator equipment maintenance YES \_\_\_ NO \_\_\_
  - g. Other

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3. Reading of materials YES \_\_\_ NO \_\_\_