Memorandum of Understanding
Between the Department of Human Services and
The Oklahoma Developmental Disabilities Council

As provided in Executive Order 1993-20, amended by Executive Order 1993-20B (September 5, 2002) and as retained by Executive Order 2003-07, and pursuant to the Developmental Disabilities Assistance and Bill of Rights Act (Developmental Disabilities Act [42 U.S.C. 15001 et seq.], the Oklahoma Department of Human Services (DHS) serves as the designated state agency of the Oklahoma Developmental Disabilities Council (Council). To assure the fulfillment of obligations for both DHS and the Council, the respective entities hereby agree to the following:

1. The Council’s primary responsibility is the development, revision, and implementation of the five-year State Plan for Developmental Disabilities (State Plan), as outlined in §15024 of the Developmental Disabilities Assistance and Bill of Rights.

2. As required, the Council shall submit its State Plan and any subsequent amendments to the Secretary of Health and Human Services (Secretary).

3. As the Council’s designated state agency, DHS is authorized to act on behalf of the Governor and ensure the State Plan, prior to any submission to the Secretary, is consistent with state law and contains appropriate State Plan assurances as may be required by §15024(c)(5) of the Developmental Disabilities Act.

4. DHS shall also serve as the recipient of all federal grant payments or allotments for expenditures made pursuant to the State Plan and any subsequent amendments approved by the Secretary.

5. The Director of Human Services designates the Director of Community Living and Support Services as the Council’s point of contact within DHS.

6. The Council shall prepare, timely approve, and implement a budget which properly funds all programs, projects, and activities approved by the Council. Only the Council may approve a modification of its budget.

7. For so long as DHS serves as the Council’s designated agency, the Council will also timely provide DHS with an approved budget prior to the first day of October of each year (start of the federal fiscal year).

8. The Council has the sole authority to hire, fire, supervise and evaluate the Director of the Council.

9. The Director of the Council has the responsibility to hire, fire, supervise and evaluate the staff of the Council. Recruitment, hiring, and dismissal of any staff, including the Director, shall be conducted in a manner consistent with federal and state law and Council personnel policies.

10. The Council will retain such staff as it deems necessary to meet annual goals and objectives, and within the limitations of its budget and federal regulations. Council staff shall not be assigned duties by OKDHS or any other agency or entity of the state.
11. Council staff will be considered employees of the Oklahoma Developmental Disabilities Council and the State of Oklahoma only. Council staff members included on the state payroll system are not and will not be considered employees of DHS. Consequently, DHS is under no obligation to retain the services of Council staff terminated by the Council.

12. Pursuant to 42 U.S.C. §15025(d) (3) (B), DHS shall provide the Council with support services to receive, account for, and disburse funds according to state and federal law. These responsibilities are expressly limited to ensure that expenditures are made in a manner consistent with the State Plan pursuant to the Developmental Disabilities Act and state laws pertaining to grants and contracts, proper accounting, and bookkeeping. Funding for these services will be provided to DHS through administrative “step down” billed to the Council’s Administration accounts. DHS will provide the following support services to the Council:

a. To facilitate the Council’s efforts to develop and maintain appropriate staffing, DHS will operate announcement and recruitment processes on the Council’s behalf and will serve as the payroll agent of the Council;

b. The Council shall maintain three (3) separate budgets: Administration, Planning, and Projects, as provided in the Developmental Disabilities Act;

c. DHS will provide data services, postage, accounting, and supplies available from the DHS supply warehouse to be charged against the applicable Council account as provided in subsection b, immediately supra;

d. DHS will negotiate the lease of office space on behalf of the Council and will include the Council in agency-wide contracts for office equipment such as copiers and computers. Office space and such will be billed to the Council’s accounts based on staff allocations;

e. The Council may purchase office supplies from statewide contracts awarded by the Office of Management and Enterprise Services, Central Purchasing, or, as provided by state purchasing policies, directly from vendors in amounts not exceeding $2,500. If purpose/project exceeds $2,500 or is available from a mandatory source certified by the Central Purchasing Division, DHS will issue a purchase order for the necessary costs;

f. The Council shall maintain its financial records and produce the reports required by the federal funding source on the Council’s behalf and, to the extent applicable, including but not limited to compliance with the Federal Funding Accountability and Transparency Act (FFATA), 31 U.S.C. §6101. Expenditure reports will be prepared using warrant registers and cost allocation. Copies of all claims shall be provided by the Council to the Cost Allocation and Revenue Enhancement Unit, DHS Division of Finance. Such claims shall show the federal fiscal year to which the claim should be charged. The Council shall ensure the vendor certifies in-kind vendor contributions. The Council shall advise its vendors that certifications are subject to audit, and documentation must be maintained and kept available for this purpose. DHS may produce other financial
reports upon request of the Council to assist in its administration of grants and contracts.

13. Contracts entered into by the Council shall adhere to DHS's fiscal and auditing standards for third-party contracts. The DHS Contracts and Purchasing Unit will act as central repository for Council contracts and agreements. As such, the Council shall provide the Contracts and Purchasing Unit with all fiscal and non-fiscal agreements of the Council, as well as annual monitoring reports. The Council shall provide access to all contract supporting documentation for review by DHS Contracts and Purchasing Unit, the DHS Office of Inspector General, the State Auditor and Inspector and any federal authorities if selected for an oversight visit. The DHS Contracts and Purchasing Unit will review all contracts and agreements entered into by the Council for compliance with state and federal procurement regulations. DHS Contracts and Purchasing Unit will encode data and produce requisitions for distribution to the Office of Management and Enterprise Services for encumbrance and provide technical assistance as required. Those requests that are determined to be inappropriate will be returned to the Council.

14. The Council shall provide the DHS Cost Allocation and Revenue Enhancement Unit with sufficient information related to all Council contracts to determine the appropriate fiscal year and cost category (poverty or non-poverty) against which the contract is to be charged. DHS will provide state matching funds (non-federal share) to the Council's Administration and Planning budgets only to the extent required by the Developmental Disabilities Act. The Council will assure maximum use of provided federal funding to carry out the goals, objectives and activities of the State Plan. DHS shall not be responsible for any expenditures, payments, or obligations incurred by the Council in excess of the state matching funds. The contribution of state matching funds shall not be construed as conferring on DHS or its employees the right to exercise any supervision or control over the administration, personnel, maintenance, or operation of any programs, services and supports for individuals with developmental disabilities with respect to which any funds have been or may be expended by the Council.

15. The Council and its Director shall inform DHS of Council practices and ensure the practices are consistent with federal and state laws and regulations. The Council shall be responsible for ensuring its individual members, its Director, and its staff conduct all business in accordance with state and federal law, including, but not limited to, state laws pertaining to contracts, grants, and travel.

16. The Council or its staff shall notify the Governor's Office of pending expiration dates of Council memberships in writing and at least three months in advance.

Mark Liotta, Chair
Oklahoma Developmental Disabilities Council

David Ligon
Oklahoma Department of Human Services

Dated 3/24/14