
**DEVELOPMENTAL DISABILITIES RESOURCE BOARD OF ST. CHARLES COUNTY
CONTRACT TO PURCHASE AND PROVIDE SERVICE
WITH**

SAMPLE AGENCY CONTRACT

THIS CONTRACT, made and entered into this 1st day of July 2009, by and between the Developmental Disabilities Resource Board of St. Charles County, a government body organized pursuant to Sections 205.968 through 205.972 of the Revised Statutes of Missouri, hereinafter referred to as "**BOARD or DDRB**" and **agency name**, a not for profit Missouri corporation, organized and operated under the provisions of Chapter 355 of the Revised Statutes of Missouri, hereinafter referred to as "**AGENCY.**"

WHEREAS, the BOARD, under the provisions of Section 205.970(3) of the Revised Statutes of Missouri is empowered to contract to provide supports for St. Charles County handicapped persons, as defined in Sections 178.900 and 205.968 of the Revised Statutes of Missouri, and for such purposes may expend the tax funds or other funds, and

WHEREAS, AGENCY, has submitted a complete Application for Funds (AFF) to the BOARD detailing the supports or other activities to be provided along with the expected cost to the AGENCY thereof; and

WHEREAS, the BOARD has approved the Application for Funds (AFF) in whole or part as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, and parties hereto agree as follows:

FUND ALLOCATION FOR SERVICES RENDERED BY AGENCY

The AGENCY is expected to seek and use all available alternative funding resources prior to, and after, applying for DDRB funds. The AGENCY shall periodically, upon request, furnish to the DDRB information as to its efforts to obtain such other sources of funding.

1. AFF Funding Guidelines. The Funding Guidelines of the DDRB and all funding policies are to be taken as a part of this formal contract. The AGENCY will perform the services and carry out the activities as set forth in the targets and milestones of the Application for Funds. Board approved contract changes (deletions/additions of units or funds, etc) will be sent to the agency via written letter from the Program Manager or Finance Director and are considered a part of the agency's contract.

The AGENCY agrees to, and understands that services performed under this Agreement are limited to the Application For Funds and shall be allocated as follows in Fund Allocation.

2. Fund Allocation:

<u>Description:</u>	<u>Total Funds</u>	<u>Type of Contract</u>
Operations	up to \$	Reimbursement/POS
Capital	up to \$	Reimbursement

Additional Conditions of Funding: (Indicate 'none' if not applicable)

Automatic Renewal (Summer Programs Only):

This agreement automatically renews for up to two additional one-year periods, subject to appropriation. Should the DDRB fail to appropriate funds in any fiscal year that may be allocated for the payment of this contract, the Agreement will terminate on the first day of the fiscal year for which funds are not appropriated. In that event, the parties will have no further obligations (including any charges otherwise assessed for early termination) after that termination, aside from obligations which are intended to survive any termination of the Agreement.

3. Billing.

For both Purchase of Service (POS) contracts (based upon a mutually agreed to unit rate) and Reimbursement contracts (based on a percent of actual expenditures), the AGENCY agrees to submit the monthly/quarterly invoice to the DDRB.

DDRB authorized operations, equipment purchases or one-time services must be expensed during the fiscal year (between July 1 and June 30) for which they were approved and all final invoices for DDRB payment are to be submitted to the DDRB by close of business July 31. An email or fax will be accepted during normal business hours (8:00am-4:30pm). The agency must call to verify receipt of email or fax delivery.

Requests to 'carryover' funds into the new fiscal year for the same purpose are due in writing to the DDRB by close of business June 1 for DDRB consideration at the August Board meeting.

4. Payment Cycle. Checks, in payment for contracted services, will be mailed the 20th of the month if the invoice is received by the 10th, or mailed the 5th of the new month if the invoice is received by the 25th.

5. Capital Funding. The DDRB may provide funding for equipment, furnishings, educational materials, renovations/repairs, and AGENCY Certification fees. Funding decisions are made on such items in the annual application cycle. Pilot project funding may also be considered during the annual application process. The current DDRB policy regarding Capital Funding is applicable and follows the above noted payment cycle.

6. Bidding Requirements. An item or purchase exceeding \$1,000 requires at least three written bids be obtained by the agency. Copies of bids must be kept until the next DDRB financial review of the agency.

7. Availability of Funds. Payments under this Contract are dependent upon the availability of funds of the DDRB. The DDRB reserves the right to make adjustments in funding based on availability of funds or as otherwise determined by the DDRB.

REPORTING, MONITORING AND MODIFICATION

1. Reporting. The DDRB shall utilize the approved Application for Funds, as submitted by the AGENCY to monitor service delivery and program expenditures. The AGENCY agrees to submit to the DDRB a semi-annual AGENCY Program Report and a semi-annual AGENCY Financial Report (for each DDRB funded program). Reports for the period of July 1 through December 31 are due by the close of business on January 31. Reports for the period of January 1 through June 30 are due by the close of business on July 31. Variations to these dates may be requested by the AGENCY and, if so stipulated, are noted on this contract document. Payments will be withheld from an AGENCY if reports designated here are not submitted on time.

2. Audit Report and IRS Form 990. The AGENCY also agrees to submit to the DDRB one (1) copy of its annual audit and IRS Form 990 within 4 ½ months after close of the AGENCY'S fiscal year. AGENCIES with a fiscal year ending December 31, audits and IRS Form 990 are due on May 15. AGENCIES with a fiscal year ending June 30, audits and IRS Form 990 are due November 15. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy in accordance with generally accepted accounting principles. The audit is to include a complete accounting for funds covered by this agreement, by program, unless exemption approved by the DDRB Finance Director. A DDRB program/unit cost audit report must also be submitted, if applicable. Payments will be withheld from an AGENCY if reports/forms designated here are not submitted on time, unless otherwise approved by the Board.

3. Monitoring. The AGENCY agrees to permit the DDRB, the Executive Director of the DDRB, or designee, or any qualified individual(s) designated by the DDRB to monitor, survey and inspect the AGENCY'S services, activities, programs and client records, to determine compliance and performance with this Contract, except as prohibited by laws protecting client confidentiality. In addition, the AGENCY hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the DDRB or its designee(s) all records, facilities and personnel, for auditing, inspection and interviewing, to determine the status of the service, activities and programs covered hereunder and all other matters set forth in the Contract.

4. Modification or Amendment. In the event the AGENCY requests to make any change, modification or an amendment to funded services, one-time items, activities and/or programs covered by this Contract, a request of the proposed modification or amendment must be submitted in writing to the Executive Director of the DDRB for Board approval, if necessary. A Board Resolution must be included with the request. Requests to the Board must be submitted in writing at least 2 weeks prior to the Board meeting to the DDRB office.

5. Demand for Services. The DDRB must be informed immediately if the AGENCY experiences a substantial increase in the number of individuals requesting services. By substantially increasing the number of individuals it is serving, the AGENCY may be put in the position of requesting a large increase in funding from the DDRB to meet the service need. The DDRB and the AGENCY must plan together if this occurs to determine if funds are going to be available to serve the increased demand, and to determine if the increase in demand is within the priorities of the DDRB. The AGENCY shall not develop a new program or service, or expand an existing program or service for which the AGENCY may at some future time request funding without consulting and informing the DDRB in writing before such a program/service is started.

If the AGENCY provides summer programs that experience an increase in demand after the annual application deadline, the AGENCY may submit an amended application by May 1 to request approval for additional individuals.

OTHER TERMS OF THE CONTRACT

1. Violation of Client Rights. Any alleged case of a violation of a client's rights in a program funded by the DDRB shall be investigated in accordance with the AGENCY'S policies and procedures and in accordance with the state/federal regulations. AGENCY agrees to notify the DDRB Executive Director of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the DDRB of any substantiated allegations. Agencies must comply with Missouri law regarding confidentiality of client records.

2. Discrimination. The AGENCY agrees that it has adopted and will enforce policies and practices to insure that it will not discriminate either in employment or in the provision of services in violation of any applicable federal, state, county or municipal statutes or ordinances.

3. Conflict of Interest. The AGENCY agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and the AGENCY, and this shall include any transaction in which the AGENCY is a party, including the subject matter of this Contract. "Conflict of Interest" as this term is used herein, shall be defined by Missouri law.

4. Board Ownership. If the AGENCY ceases to be funded by the DDRB or ceases to provide programs and services for St. Charles County citizens with developmental disabilities, all capital equipment, materials and buildings purchased with DDRB funds shall be returned to the DDRB in compliance with the Capital Funding Policy or unless so otherwise approved by a majority vote of the DDRB. In addition, if the agency no longer uses capital equipment, materials, and buildings purchased with DDRB funds for its original intent, the agency will need DDRB approval to re-direct its use.

5. Overpayment

- 1. POS Contract** – If the negotiated Purchase of Service rate reflects an overpayment according to an annual audit and DDRB review, the DDRB Finance Committee will review the overpayment utilizing Board approved criteria and may recommend to the full DDRB a repayment and/or a rate adjustment for the current year. If the negotiated Purchase of Service rate is a percentage of the full unit rate the DDRB staff will apply that percentage to the audited unit rate to determine if an overpayment has occurred. If such overpayment has occurred, the DDRB Finance Committee will review the overpayment, utilizing Board approved criteria, and may recommend to the full DDRB a repayment and/or a rate adjustment for the current year.
- 2. Reimbursement Contract** – If the negotiated Reimbursement rate reflects an overpayment according to an annual audit and DDRB review, the DDRB Finance Committee will review the overpayment utilizing Board approved criteria and may recommend to the full DDRB a repayment and/or reimbursement rate adjustment for the current year.

6. Failure to Perform/Default. In the event the AGENCY, at anytime, fails or refuses to perform according to the terms of this Contract, as determined by the DDRB, such failure or refusal shall constitute a default hereunder, and the DDRB will be relieved of any further obligation to make payments to the AGENCY as set out herein. The contract will be terminated at the option of the DDRB.

7. Termination. The DDRB or the AGENCY may terminate this contract, with or without cause, provided that either party provides 30 days notice in writing.

8. Standards. The AGENCY will comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws. In addition, if eligible, and if not otherwise so determined by the DDRB, the AGENCY shall be accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF) or The Council. Another national accreditation may be substituted with DDRB approval. If the AGENCY is not accredited, it shall submit to the Executive Director of the DDRB within sixty (60) days of signing this Contract a written plan for being surveyed for accreditation within one year. The Board may grant extensions and exemptions.

9. Eligible Service Recipients. Individuals with developmental disabilities as defined in Missouri Revised Statutes, and residents of St. Charles County are eligible to receive services funded by the DDRB. The Agency shall not utilize DDRB funds to provide services to ineligible recipients.

10. Indemnification. The AGENCY agrees to hold harmless, defend and indemnify the DDRB for any and all liability for personal injury and or property damage stemming from any acts, negligence, misfeasance or omissions arising out of the AGENCY'S performance of this Agreement. The AGENCY agrees it has or shall obtain liability insurance, including a blanket fidelity bond, in form and amount sufficient as determined by the DDRB pursuant to this clause for indemnification, and that it shall provide the DDRB with documentation evidencing this insurance.

11. Publicity By Agency. The AGENCY shall notify the DDRB of contact with media regarding DDRB funded programs or profiles of participants in DDRB funded programs. The AGENCY will acknowledge the DDRB as a funding source whenever publicizing DDRB-funded programs. The AGENCY will partner with the DDRB to inform the community about the ways its tax dollars are being invested in services and supports.

12. Appeal. If the AGENCY disagrees with a decision of the DDRB, the following are procedures for the AGENCY to appeal a decision by the DDRB:

- a. The Board of the AGENCY must vote in a Board meeting to appeal the decision of the DDRB.
- b. Within 60 days of the DDRB's decision, a letter must be received by the DDRB from the President of the AGENCY stating the AGENCY'S decision to appeal and a copy of the minutes of the Board meeting stating the vote of the Board to appeal.
- c. The letter from the President of the AGENCY must state, in specific terms, the reason(s) for the appeal.
- d. The DDRB will review the appeal and provide a written response within 60 days from receipt of appeal.

13. Term. This Contract commences on the 1st day of July 2009, and remains in effect until the 30th day of June 2010, unless sooner terminated pursuant to agreements contained herein. The laws of the state of Missouri shall govern the interpretation, validity, performance and enforcement of this Agreement.

14. Notice. Any written notice or communication to the DDRB shall be mailed or delivered to the Developmental Disabilities Resource Board of St. Charles County, 156 St. Peters Centre Boulevard, St. Peters, MO 63376. Any written notice or communication to the AGENCY shall be mailed or delivered to:

agency
agency drive
agency, MO

This contract constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands:

AGENCY, INC.

**DEVELOPMENTAL DISABILITIES
RESOURCE BOARD - ST. CHARLES COUNTY**

By: _____
Agency Representative

By: _____
DDRB President/Date

Title: _____

DDRB Executive Director/Date

Date: _____

DDRB Program Manager/Date

Witness: _____

DDRB Finance Director/Date