
**DEVELOPMENTAL DISABILITIES RESOURCE BOARD OF ST. CHARLES COUNTY
RESIDENTIAL START-UP CONTRACT
WITH**

AGENCY NAME

THIS CONTRACT, made and entered into this first day of July 2018, 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**, 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." Any written notice or communication to the AGENCY shall be mailed or delivered to:

AGENCY
Street Address
City, State and Zip Code

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, will submit a complete Reimbursement Form for Start Up Funds to the BOARD detailing the items purchased along with the proper receipts; and

WHEREAS, the BOARD approves reimbursement in whole or part as hereinafter set forth, as outlined in policy,

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 DDRB agrees to reimburse the agency for startup costs as set forth in the Start-up Reimbursement Request. The DDRB relies on the representations made in the Start-up Reimbursement Request, and said representations are material to the DDRB's decision to fund the start-up costs. The AGENCY is expected to seek and use all available alternative funding resources prior to, and after, applying for DDRB funds. This includes but is not limited to family/individual resources and/or donations. The AGENCY shall, at the time of application, furnish to the DDRB information as to its efforts to obtain such other sources of funding.

- 1. Funding Guidelines.** As outlined in the Start-up Funding Policy, the Funding Guidelines of the DDRB and all funding policies are to be taken as a part of this formal contract.
- 2. Fund Allocation:** As outlined in the Start-Up Funding Policy.
- 3. Billing.** As outlined in the Start-Up Funding Policy. Requests are limited to the actual/direct cost of the item and cannot include allocation of indirect or administrative costs.
- 4. Payment.** Checks will be issued the first and third week of each month. Invoices received ten days prior to the first and third week will be processed and paid.

5. 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. Modification or Amendment. In the event the AGENCY desires to request an item not listed in the Start-Up funding policy, a formal request must be made in writing to the DDRB, prior to the purchase of the item.

2. Demand for Services. The DDRB must be informed immediately if the AGENCY experiences a substantial increase in the number of individuals who may request start-up funds.

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. Failure to Perform/Default. In the event the AGENCY, at any time, 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.

5. Standards. The AGENCY will comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws.

6. Eligible Service Recipients. Must be individuals with developmental disabilities as defined by R.S. Mo. 205.968 and or Handicapped persons as defined by R.S. Mo 178.900, and residents of St. Charles County. The AGENCY shall not utilize DDRB funds to provide services to non-St. Charles County residents or perform DDRB services outside of St. Charles County without first consulting and informing the DDRB in writing and receiving approval of the DDRB.

7. Indemnification. The AGENCY agrees to hold harmless, defend and indemnify the DDRB for any and all liability or damages, including but not limited to personal injury and/or property damage stemming from any acts, negligence, misfeasance or omissions arising out of the AGENCY'S performance of this Agreement.

8. 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 an open session of 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.

9. Term. This Contract commences on the 1st day of July 2018, and remains in effect until the 30th day of June 2019, 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.

10. Notice. Any written notice or communication to the DDRB shall be mailed or delivered to the Developmental Disabilities Resource Board of St. Charles County, 1025 Country Club Road, St. Charles, MO 63303.

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

By: _____
Agency Representative

Title: _____

Date: _____

Witness: _____

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

By: _____
DDRB President/Date

DDRB Executive Director/Date

DDRB Program Director/Date

DDRB Finance Director/Date