

## Developmental Disabilities Resource Board **FY15 Application Timetable**

December 19, 2013	FY15 Application/Priorities/Policies Approved
January 6, 2014	FY15 Funding Manual Posted on Website
January 14, 2014 (10:00 a.m. – 11:30 a.m.) Or January 22, 2014 (2:00 p.m. – 3:30 p.m.)	Kick-Off Meeting (not mandatory) Location: DDRB Office
January 31, 2014	Corporate Information Due from Agencies
February 3 to March 15, 2014	Agencies meet with Program Director and Finance Director
March 19, 2014 at 4:00 p.m.	<u>Letters of Intent for New Projects Due</u> (Paper Submission)
March 19, 2014	<u>ALL Applications Due</u> (DDRB Portal)
April 4, 2014	Public Summary of Funding Requests Available
April 17, 2014 at 7:00 p.m.	FY15 Budget Public Hearing Location: DDRB Office
April 1 to April 30, 2014	Board Kick-Off Meeting: Date, time and location to be announced.
April / May / June 2014	Agency Hearings/Working Session *
May 1, 2014	Summer Programs-Revised Requests Due
May / June 2014	FY15 Budget Approved: Operations and Capital/One-Time

\* Up to three agency hearings may be scheduled in addition to the Board Kick-Off Meeting, working session and regularly scheduled board meetings.

## DDRB FY15 Timetable/Priorities

### A. FY15 Renewal Application

#### Funding Priorities:

**Market Rate Adjustment (MRA)** The DDRB intends to provide a MRA on existing contracts, if possible. Existing agencies should submit FY15 funding applications with no MRA included. The DDRB will determine the MRA prior to final budget approval in May/June 2014.

**CRITICAL NEEDS:** Renewal applications requesting growth need to meet the definition of critical need. *"Critical need is defined as items or services that are necessary for the health and safety of an individual/program."*

The board will apply this definition to all requests for growth of services, rate adjustments, program and administrative capital/one-time.

An impact statement must accompany critical need requests detailing the potential negative impact on individuals/program/agency if the service/item/rate is not funded. For services on the DMH waiting list, a summary of Utilization Review Priority of Need scores should be provided with the impact statement.

**Agencies submitting critical needs requests are required to have a hearing with the Board.**

### B. New Projects

See current strategic plan for priorities. If an agency has identified a **critical need**, or new project, and is interested in applying for funds for a new/pilot project, a letter of intent (including an impact statement) must be submitted by 4:00 p.m. on March 19, 2014. **Agencies submitting New Project requests are required to have a hearing with the Board.**

- Two service areas will be focused on for potential growth or new program development.
  1. Early childhood to school age services and;
  2. Highschool to adult services

**DEVELOPMENTAL DISABILITIES RESOURCE BOARD**  
**DDRB INFORMATION**

**OFFICE LOCATION**

~~156 St. Peters Centre Boulevard, St. Peters, MO 63376~~ 1025 Country Club Road, St. Charles, MO 63303. The DDRB office contains historical records, reference books and other materials that may be of general interest.

**BOARD ADMINISTRATIVE STAFF**

The DDRB has a paid staff of ~~thirty-six (36)~~ forty (40) – Executive Director, Finance Director, Compliance Specialist, Program Director, Community Resource Specialist, Network and Computer Systems Administrator, Quality Enhancement Specialist, Administrative Assistant-Administration, Case Management Director, two (2) Case Management Supervisors, Case Management Support Specialist, Administrative Assistant-Case Management, ~~four (4)~~ five (5) Case Manager Mentors, and ~~twenty-one (21)~~ twenty-four (24) case managers. The staff of the DDRB is responsible for the day-to-day operations of the Board and providing case management services to adults, aged 17 and over.

***HISTORY***

In 1969, the Missouri legislature passed “Senate Bill 40”. This legislation allowed counties to tax themselves to provide community-based programs and supports for citizens with developmental disabilities.

In April 1977, by a margin of 52 percent to 48 percent, the voters of St. Charles County passed “Senate Bill 40” at ten cents per \$100.00 of property valuation. In August 1977, the St. Charles County Commission appointed a nine-member Board of Directors, named the Handicapped Facilities Board. (In 1993, the name of the Board changed to the Developmental Disabilities Resource Board.) In April 1977, six agencies provided services to people with developmental disabilities in St. Charles County.

In 1986, because of property re-assessment, the ten cents was reduced to eight cents. However, in 1986, the voters of St. Charles County approved to increase the rate to sixteen cents per \$100.00 of property evaluation by a margin of 67% to 33%.

Through the years, the need for services grew as the population of St. Charles County increased. Today, there are 31 agencies providing services in St. Charles County, with DDRB Tax Revenues exceeding \$10,000,000.

***FUNDING PRINCIPLES***

- Guided by Strategic Plan
- Priority: Needs of Consumers/Families, to eliminate waiting list
- Local Support for consumers/families
- Ongoing commitment to Community Partners
- Will not supplant funding from other sources

***FUNDING PROCESS***

- Public Forums
- Strategic Plan

- ❑ Annual Application Process
- ❑ Public Hearing for proposed budget
- ❑ Approval of Budget
- ❑ Reports on results

## ***ORGANIZATIONAL STRUCTURE***

### 1. Purpose

The Board is the policy-setting, accountable body that bears the fiduciary responsibility for all acts of the DDRB.

The Board sets the financial and administrative framework for the agency and appoints and directs the Executive Director to conduct the everyday operations of the agency. The Board delegates administrative responsibility and accountability to the Executive Director, while maintaining constant check of the agency to assure that actions are within the framework of Board-established policies and procedures.

### 2. Board Composition

Pursuant to RSMo. 205.970, the Board shall consist of a total of nine members, at least two of whom shall be related by blood or marriage within the third degree to a person with a developmental disability as defined in section 205.968 and four of whom shall be public members.

The Developmental Disabilities Resource Board members are appointed to three-year terms by the County Executive and confirmed by the County Council. The terms of members of the Board expire January 31. Members of the Board can be reappointed at the discretion of the County Executive. They serve until replaced.

### 3. Committees

The President of the Board appoints a nominating committee to forward candidates for elected officers. The Board elects its offices of President, Vice President, Treasurer and Secretary every January. The President of the Board shall establish committees, including standing committees and ad hoc committees as needed.

### 4. Meetings

The DDRB holds its regularly scheduled full Board meetings on the third Thursday of each month beginning at 7:00pm. The Board meeting locations vary each month. If a holiday should fall on the day of a regularly scheduled meeting, the Board will vote to cancel or reschedule the meeting.

All interested agencies, consumers, and other parties are invited and encouraged to attend Board meetings. It is suggested that persons interested in attending the meetings contact the DDRB office to confirm specific meeting place. Information regarding DDRB meetings can be obtained by calling (636) 939-3351 or by visiting the DDRB website ([www.ddrb.org](http://www.ddrb.org)) one week prior to the scheduled meeting.

### 5. Sunshine Law

All Board meetings are open to the public in accordance with Sections 610.010 to 610.028 RSMo., Missouri Sunshine Law. The date, place and time of meetings are prominently posted at the DDRB office. Minutes and all public records from the meetings are available for review by the public at the DDRB office. Requests should be made to the Executive Director.

#### 6. Board Business

Board members are mailed a packet of information pertinent to the upcoming Board meeting agenda approximately one week prior to the meeting. Agencies needing to submit correspondence to the Board for the Board meeting must submit their correspondence two weeks prior to the Board meeting to the DDRB office.

#### **COALITION OF PROVIDERS**

The Coalition of Providers is a formal group that meets the first Thursday of each month. The DDRB is a member of the Coalition. The DDRB often utilizes the expertise of the Coalition membership in getting feedback on policies, procedures and strategic planning processes.

# DEVELOPMENTAL DISABILITIES RESOURCE BOARD

## FUNDING POLICIES

Policy Origination: July 1, 2000  
Revision Effective: July 31, 2013  
Revision Approved: December 20, 2012

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### STRATEGIC PLAN

The DDRB's Strategic Plan guides funding decisions. The plan is reviewed annually and revised every 3 – 5 years. The plan is the result of a comprehensive planning process that includes input and guidance from all stakeholders. These stakeholders include, but are not limited to, individuals with developmental disabilities, family members, agency staff and board members, community leaders and funding partners.

### 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.

1. Agencies must verify that individuals served have a developmental disability by acquiring the customer's DMH ID number.
2. Participants 0-3 years of age must submit a Missouri First Steps Child Detail form that includes the Individual Family Support Plan (IFSP). This form is obtained through the local System Point of Entry (SPOE) office. Participants between age 3 and their 5<sup>th</sup> Birthday who were enrolled in MO First Steps (and submitted the MO First Steps Child detail form) are eligible service recipients. Agencies must submit the First Steps Form with the DDRB Request for Exception Form to obtain a DDRB Customer Number.
3. For sheltered workshop services only, DESE Certification Form must be submitted. The agency must submit the DESE Form with the DDRB Request for Exception Form to obtain a DDRB Customer Number.
4. For individuals who do not meet any of the above criteria the agency can make a preliminary determination of eligibility upon intake of an individual. This preliminary determination by the agency must be recorded and kept in the individual's file. Services may be provided for no more than 45 days or until final determination of eligibility. Individuals must initiate eligibility determination within the first 30 days of receiving DDRB funded services. The agency must complete the DDRB Request for Exception Form prior to billing on the individual.

It is the agency's responsibility to understand and comply with current Regional Office, Missouri First Steps and DESE eligibility requirements.

The Department of Mental Health currently uses the following state statute to determine eligibility.

Section 630.005(9) RSMo

"Developmental disability", a disability:

- (a) Which is attributable to:
  - a. Mental retardation, cerebral palsy, epilepsy, head injury or autism, or a learning disability related to a brain dysfunction; or
  - b. Any other mental or physical impairment or combination of mental or physical impairments; and
- (b) Is manifested before the person attains age twenty-two; and
- (c) Is likely to continue indefinitely; and
- (d) Results in substantial functional limitations in two or more of the following areas of major life activities:
  - a. Self-care;
  - b. Receptive and expressive language development and use;
  - c. Learning;
  - d. Self-direction;

- e. Capacity for independent living or economic self-sufficiency;
  - f. Mobility; and
- (e) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, habilitation or other services which may be of lifelong or extended duration and are individually planned and coordinated..."

## REQUESTS TO THE BOARD

Agencies needing to submit correspondence to the Board for the Board meeting must submit their correspondence two weeks prior to the Board meeting to the DDRB office.

## AGENCY APPLICATION

The DDRB contracts with agencies to provide services and supports to St. Charles County residents with developmental disabilities. The fiscal year is July 1<sup>st</sup> to June 30<sup>th</sup>. Agencies are required to submit proposals through the application process addressing the outcomes of the strategic plan. The annual application is a Board approved process. See Application Section for current Application.

Requests to the Board should describe how the capital funding or service supports the program that provides a controlled work environment, or is designed toward enabling an eligible person to progress toward normal living, or to develop his or her capacity, performance, or relationships with other persons, or provide services related to a place of residence or social centers for eligible persons, or is connected or associated with vocational training, vocational teaching, vocational activities, vocational workshops, and/or residential facilities.

## FISCAL POLICY

1. *Funds Available:* Each year the DDRB sets a budget of available funds. Funds available for **operations** include, but are not limited to, tax revenue, interest and other income. ~~All funds not used for operations or DDRB reserves are available for Capital Funding.~~
2. *DDRB Reserve:* 5% of the DDRB total budget is set-aside each year for emergencies. An emergency is defined as an unforeseen combination of circumstances calling for immediate action. This means there should be some sort of root cause or event that can be identified or, in other words, not as a result of poor planning. **Finance Committee?**
3. *Funding Priorities:* Each year, the DDRB establishes funding priorities for the following year prior to releasing the Application For Funds. Priorities may include **cost of living market rate** adjustments, service expansion, and priority service development.

## REVENUES

Agencies receive funding from a variety of sources including, but certainly not limited to: Parent Fees, Fund Raising/Donations, Grants, Department of Mental Health, Medicaid Waiver, Missouri Division of Vocational Rehabilitation, Department of Elementary and Secondary Education, United Way, and local school districts. Agencies are expected to maximize funding from all other sources before applying for funding from the DDRB.

If an agency uses temporary funding to expand services, the agency is responsible for meeting the ongoing demand without additional DDRB support.

## FUNDING CLASSIFICATIONS AND RELATED POLICIES

The following lists and defines the funding classifications and references related policies (if applicable).

### ***Operational Funding***

Defined as on-going program operating expenses. There are two types of operational funding available: A. Purchase of Service and B. Reimbursement

## **A. Purchase of Service**

*Specific, well-defined units of service are provided to St. Charles County citizens with a developmental disability, for a mutually agreed-to unit cost.*

1. The DDRB will negotiate a unit cost rate annually based upon the following information:
  - a. Most recent independent audited unit cost
  - b. Previous year's costs, and utilization and variance
  - c. Funding from other partners if applicable
  - d. Other funding sources' unit rate for comparable services
2. Once the negotiated Purchase of Service rate is agreed upon, the service shall not be eligible for a unit cost adjustment for the remainder of the contract period (exceptions can be made with board approval for emergencies as defined below in Off-Cycle Funding).
3. If the negotiated Purchase of Service rate reflects an overpayment according to an annual audit and DDRB staff 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.

## **B. Reimbursement**

*A percentage of total budget reimbursement for actual expenses incurred or a specific line-item reimbursement.*

1. For programs that will be provided to participants who live outside of St. Charles County or to participants without a developmental disability, the DDRB will adjust the base operating program expenses to reflect the percentage of St. Charles County participants with developmental disabilities or the percentage of units utilized by St. Charles County participants.
2. For grants that reimburse a percentage of total budgets for actual expenses incurred, line item delineation is not required.
3. For grants that reimburse an agreed upon specific line item, line items of reimbursement must be delineated.
4. All reimbursement contracts will be taken out to two decimal places. Example: 62.34%
5. If the negotiated Reimbursement rate reflects an overpayment according to an annual audit and DDRB staff 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.

## **Capital Funding**

Items and/or services requested for reimbursement one-time.

1. **Capital:** Specific program or administrative requests for one-time funding necessary for the delivery of supports.

***See Funding Manual, Section 7***

2. **Equity Investment:** Grants for major capital items, up to 25% of cost.

***See Funding Manual, Section 7***

3. **National Accreditation:** Expenses up to 100% for costs associated with surveys.

***See Funding Manual, Section 12***



4. **Start-Up:** Expenses associated with an individual with developmental disabilities moving into the community with residential supports. Requests can be made at any time during the year.

**See Funding Manual, Section 14**

### **Emergency Request**

If the Agency experiences an “emergency”, an ~~mid-year operations/one-time~~ increase may be requested. An “Emergency” is defined as an unforeseen combination of circumstances calling for immediate action. This means there should be some sort of root cause or event that can be identified or, in other words, not as a result of poor planning. A written request with justification of increase must be submitted to the DDRB. The DDRB will consider the request at their next scheduled meeting. Approval will be based on need and available funds. A Board Resolution is required with the Emergency Request.

Requests to the Board must be submitted in writing at least 2 weeks prior to the Board meeting to the DDRB office.

### **Pilot Project**

Direct cost of pilot projects may be requested. A letter of intent is required to determine if a full application is needed for Board consideration. Total DDRB pilot budget is determined by availability of funding, after operation and capital funding is considered.

**See Funding Manual, Section 13**

### **New Programs**

New Programs may be considered by the Board as determined by the annual priorities. A letter of intent is required to determine if a full application is needed for Board consideration. Total DDRB budget for new programs is determined by availability of funding, after operation and capital/one-time funding is considered.

### **Summer Programs**

For summer programs that cross over two fiscal years, agencies may request an automatic renewal option in their contract, subject to appropriation.

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

## **ALLOWABLE EXPENSES**

1. **Program Expenses:** Program expenses are the expenses directly related to providing the program. Such expenses would include: salaries, rent, supplies, travel costs, depreciation, etc. Salaries include direct contact staff and program administrators responsible for the specific program. Social workers or other individuals who work directly with customers may be allocated as a program expenses across several programs.
2. **Administrative Expenses:** Administrative expenses are for activities and personnel not directly related to providing programs. These expenses include: management and general expenses and membership development, but exclude any direct expenses for fundraising/development. Personnel included in administrative expenses include, Executive Director, Assistant Executive Director, Personnel Director, Financial Director/Staff, Receptionists and Secretaries to administrative staff.

If administrative staff also directs specific programs, a percentage of their expenses may be allocated as a program expense. Please include a note of explanation, if this is the case.

Allocation of administrative expenses by program in the Application for Funds should be consistent with allocations included in Unit Cost Reports, if applicable.

- 3. Depreciation:** is an allowable operational expense. Depreciation expense should be determined using GAAP (generally accepted accounting principles) and will be validated each year by the agency's annual audit. Each agency should have a depreciation schedule (a listing of fixed assets and their depreciation expense for the next XX years) of currently owned fixed assets. The combined depreciation expense for fixed assets allocated to a DDRB funded program is to be included in an agency program budget.

Due to the unique aspects of depreciation expense, it is highly recommended agencies contact the DDRB Finance Director to help determine the amount of depreciation for which each program is eligible. Agencies must contact the DDRB Finance Director the first time depreciation is included in a DDRB funded program budget.

- 4. Other non-cash items:** are not allowable **capital** operational expenses.

## **INVOICING/PAYMENTS/CHECK SIGNATURE AUTHORIZATIONS**

Agencies submit invoices as outlined and approved by the Board via the signed contract to purchase and provide services. DDRB staff review invoices and make payments for services per the annually approved agency contracts. The DDRB Treasurer, President, Vice President or Secretary signs all agency/DDRB staff checks. The DDRB Executive Director is authorized to sign other checks in amounts up to \$2,500 or as authorized by the Board.

### **Payment Cycle:**

If an agency invoice is received by the 10<sup>th</sup> of the month, the check is mailed by the 20<sup>th</sup> of month and if an agency invoice is received by the 25<sup>th</sup> of the month, the check is mailed by the 5<sup>th</sup> of new month. If the agency has not received payment for services or a phone call within 30 days after submitting the invoice, call the DDRB office to confirm receipt of the invoice.

### **Invoicing Formats:**

Agencies are required to use the DDRB Agency Portal ([www.portal.ddrb.org](http://www.portal.ddrb.org)) to bill operational grants.

Agencies are required to use the Capital/One-Time Invoice Form for all equipment billings. See Invoice Worksheets Section for invoice forms.

**Fiscal Year End Deadlines:** All final fiscal year invoices for services rendered must be received by the DDRB office by close of business on August 15. Invoices received after August 15 will not be paid. A postmark will not suffice. If August 15 falls on a weekend, invoices are due on the next business day by close of business. 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.

**Carryover Requests:** All carryover requests, operations and capital, must be received by the DDRB office by close of business on June 1. Carryover requests received after June 1 will not be considered. A postmark will not suffice. If June 1 falls on a weekend, carryover requests are due on the next business day by close of business. The carryover request must include the description of what the carryover is for, item, purpose and timeline for purchase.

## **CASH FLOW**

The agency must request from the Board a billing adjustment due to cash flow issues. Agencies must submit a cash flow projection 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.

## **AGENCY ELIGIBILITY & REQUIREMENTS**

1. "The Board may contract with any not for profit corporation including any corporation which is incorporated for the purpose of implementing the provisions of sections 178.900 to 178.970, RSMo, for any common services, or for the common use of any property of either group." (205.970, No. 6.) This does not prohibit the Board from contracting with other organizations or individuals.

2. Any entity that receives funding for services shall have in place an appeals process for participants.

3. 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 (deletion/addition of units or funds, etc) will be sent to the agency via written letter from the Project Manager and considered a part of the agency's contract.

4. The Agency agrees to, and understands that, services performed under the Contract Agreement are limited to those in the Application For Funds.

5. 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 August 15. Variations to these dates may be requested by the Agency and, if so stipulated, are noted on the contract document. Payments will be withheld from an Agency if reports designated here are not submitted on time.

6. Audit, Management Letter and required IRS Form 990 Report: The AGENCY also agrees to submit to the DDRB 1 copy of its annual audit and Management Letter and IRS Form 990 within 4 ½ months after close of the AGENCY'S fiscal year. IRS Form 990 is due within 9 ½ months after close of the AGENCY'S fiscal year. AGENCIES with a fiscal year ending December 31, audits and Management Letter and IRS Form 990 are due on May 15. IRS Form 990 is due November 15. AGENCIES with a fiscal year ending June 30, audits and Management Letter and IRS Form 990 are due November 15. IRS Form 990 is due May 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 designated here are not submitted on time, unless otherwise approved by the Board.

7. 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 the Contract Agreement, except as prohibited by laws protecting client confidentiality. In addition to the aforementioned, 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 Agreement.

8. Client Information Release: All individuals receiving services funded by the DDRB must annually sign a Client Information Release Form. The Agency is responsible to secure the form and maintain a copy in the client's file.

9. Modification or Amendment: In the event the Agency requests to make any change, modification or amendment to funded services, one-time items, activities and/or programs, 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 request when the request includes increasing funds or changing rate and reimbursement levels. Requests to the Board must be submitted in writing at least 2 weeks prior to the Board meeting to the DDRB office.

10. 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.

11. 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.

12. 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.

13. 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 the Contract Agreement. "Conflict of Interest" as this term is used herein, shall be defined by Missouri law.

14. 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.

15. Failure to Perform/Default: In the event the Agency, at anytime, fails or refuses to perform according to the terms of the Contract Agreement as set forth from the Application For Funds, 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.

16. Termination: The DDRB or the Agency may terminate the contract agreement, with or without cause, provided that either party provides 30 days notice in writing.

17. 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 the Contract Agreement a written plan for being surveyed for accreditation within one year. The Board may grant extensions and exemptions. (See section 12 for National Accreditation Policy.)~~

18. The DDRB maintains a permanent documents file "**Corporate Information**" for each funded agency. The following documents are required to be on file at the DDRB:

- a. Agency By-Laws
- b. Articles of Incorporation
- c. Current Certificate of Corporate Good Standing
- d. Certification/Accreditation Certificate(s) ~~(or letter to request requirement waiver)~~
- e. Board Roster
- f. Mission Statement and Strategic Plan
- g. Most Current Audit and IRS Form 990 (Audit is due within 4 ½ months and IRS Form 990 is due within 9 ½ months of close of fiscal year)
- h. Audited Program/Unit Cost Report
- i. Annual Report (if available)

Payments will be withheld from an agency if any of the following documents and/or waivers is not submitted on time.

19. 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 the Contract 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.

20. 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, **this includes Agency websites and/or social media site(s). The Agency will list the DDRB as a funding source and/or partner as well as include the DDRB name, logo and hyperlink to the DDRB's website..** The Agency will partner with the DDRB to inform the community about the ways its tax dollars are being invested in services and supports.

21. 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 Blvd., St. Peters, MO 63376~~ 1025 Country Club Road, St. Charles, MO 63303.

## **APPEALS PROCESS FOR AGENCIES**

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.

# Developmental Disabilities Resource Board

## Capital Funding

Policy Origination: January 11, 2001

Revision Effective: July 1, 2013

Revision Approved: December 20, 2012

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Capital items are defined as items that are to be requested for reimbursement one-time. Requests are limited to the actual/direct cost of the item and cannot include allocation of indirect or administrative costs. **Requests may be for total dollars paid by the agency and may not include funds raised, donated or given in-kind.** Expenses incurred prior to DDRB approval will not be funded. Capital items are classified into one of the following 3 categories:

### **1. Program Support:**

Items must cost at least \$500 and be for direct use of individuals with developmental disabilities or necessary to maintain a direct service program. Items must be necessary to achieve the targeted outcomes of the program.

**DDRB Grants: up to 80% of actual item purchase cost. Up to \$100,000**

*Examples:*            -therapy equipment            -furnishings  
                             -machinery                        -renovations necessary for program  
                             -computer/software direct use for individuals with developmental disabilities

### **2. Administration:**

Items requested must cost at least \$500 and must improve the overall efficiency or effectiveness of the organization *as it relates to the program targets.*

**DDRB Grants: up to 50% of the actual item purchase cost. Up to \$100,000**

*Examples:*            -management training            -vehicle matc  
                             -cost containment consultation            -national accreditation start-up costs

### **3. Equity Investment:**

The DDRB offers an Equity Investment Program for the purchase of land, purchase of homes for individuals with developmental disabilities receiving residential supports, new construction or building renovation. The DDRB investment maximum is \$250,000 or 25% of the project cost, whichever is less, and must be secured with a Bank Letter of Credit (an instrument issued by a bank to an agency by which the bank substitutes its own credit for that of the agency), with the DDRB as beneficiary.

The DDRB will annually establish priorities and funds available for equity investment requests. Agencies must submit a letter of intent to request DDRB Equity Investment funds. The letter of intent must include a description of the investment, a statement of need, fit with the agency/program targets and the DDRB strategic plan, total cost, other funding partners and projected DDRB funds needed. In addition, for home purchases, the letter of intent must include how the purchase addresses at least one of the DDRB's housing priorities: 1) critical need – necessary for the health and safety of an individual, 2) affordability – improves access to affordable safe housing, or 3) accessibility – individual's needs require home modifications not available elsewhere. The DDRB Finance Committee will review the letters of intent. If priorities are met and funds are available they will recommend a hearing with the full board.

A hearing will be held at a regularly scheduled Board meeting. Two weeks prior to the hearing, the agency must submit a business plan with 3-5 year financial projections (income and expenses) for operations and other relevant information not originally included in the letter of intent. (DDRB approval of equity investment funding does not guarantee DDRB operational funding in future years.)

Upon Board approval, the DDRB would designate funds for the project, pending bank approval of a Letter of Credit. The Letter of Credit requirement is waived for home purchases. Upon bank issuance of the Letter of Credit, the DDRB will release the designated funds, secured by the Letter of Credit. Conditions of the equity investment and for drawing under the Letter of Credit will include specific project targets for the investment. The DDRB can ONLY draw upon the Letter of Credit if the agency fails to perform stated criteria related to the project. Upon completion of the project targets, the Letter of Credit shall be released. Project targets will be time specific and may include, but not be limited to, construction milestones, capacity goals, and numbers of individuals served.

As a condition of the investment, the agency shall grant to the DDRB, by a contract secured by a Deed Restriction or Deed of Trust, the following rights in the real estate and renovations/improvements\* that are the subject of the investment:

- (1) Upon the cessation of use of the property for purposes to benefit St. Charles County citizens with developmental disabilities, the DDRB shall have the option to purchase the property at fair market value reduced by the amount of the investment, plus the Fair Market Value Adjustment\*\*, or the agency will pay to the DDRB the sum of the amount of the investment, plus the Fair Market Value Adjustment\*\*.
- (2) If the agency elects to sell the premises, the DDRB shall have the right of first refusal to purchase the property for the same sale price as any contract to buy the premises from a third party, reduced by the amount of the investment, plus the Fair Market Value Adjustment\*\*, or the agency will pay to the DDRB the sum of the amount of the investment, plus the Fair Market Value Adjustment\*\*.
- (3) If the agency elects to return the DDRB's investment, the DDRB shall have the option to purchase the property at fair market value reduced by the amount of the investment, plus the Fair market Value Adjustment\*\*, or the agency will pay to the DDRB the sum of the amount of the investment, plus the Fair Market Value Adjustment\*\*.

\*DDRB investment in renovations/improvements must meet the following conditions: 1) three written bids must be secured and 2) the renovations/improvements must increase the value of the home as demonstrated by an independent appraisal. Final appraised value will be used to determine the percentage of equity the DDRB has in the property.

\*\*Fair Market Value Adjustment for purposes of this section shall be defined as the principle amount of the investment multiplied by a percentage proportionate to the increase or decrease in the fair market value of the real estate and improvements from the date of the investment until a triggering event, including cessation of its use for the benefit of St. Charles County citizens with developmental disabilities, a sale of the property, or the election of the agency to return the investment to the DDRB. The percentage shall be calculated as the quotient where the numerator is the difference between the fair market value at the time of investment and the fair market value at the time of the triggering event, and the denominator is the fair market value at the time of investment. The adjustment is then determined by multiplying the principle amount of the investment by the change in fair market value percentage. Fair market value at the time of the investment for purposes of this calculation shall be stipulated in the contract at the time of the investment. A Missouri-certified appraiser, agreed upon by the parties, shall determine the fair market value at the time of the triggering event. If the parties cannot agree upon an appraiser, they shall each select one appraiser, and then the two appraisers shall select a third appraiser whose appraisal shall determine the fair market value.

- (4) The DDRB will order (at DDRB expense) Title Insurance on all Equity Investments prior to payment.

#### **Guidelines:**

Approval of expenditures for capital items is dependent upon availability of funds and fit with the DDRB strategic plan and Board designated priorities for the funding cycle. These funds are available to any agency providing supports to St. Charles County residents with developmental disabilities. Agencies are encouraged to explore other funding sources prior to making a request to the DDRB. The Agency match may include items/services donated when the value is established and documented. Discounted rates do not qualify toward the matching percentage. For equipment that will be shared with customers who live outside of the St. Charles County area or shared with individuals without disabilities, the DDRB will adjust the base cost of the expenditure to reflect the percentage of St. Charles County citizens with developmental disabilities who will be supported. For program items, funding will not exceed 80% of the adjusted cost. For administrative items, funding will not exceed 50% of the adjusted cost. For equity Investments, funding will not exceed \$250,000 or 25% of the adjusted cost, whichever is less.

#### **Shifting Funds**

1. Agencies may request to shift funds within a category (program, administration) and within the original intent of the application.-Agencies should make a written request to the Program Director.
2. Shifting of funds between categories will require DDRB Board approval.
3. Shifting funds outside the original intent of the application will only be considered for emergency requests and will require DDRB Board approval.
4. Any change in equity investment will require DDRB Board approval.

#### **Timelines**

Capital funding applications will only be open for consideration during the annual application process. Exceptions may be made by the DDRB in cases of emergencies. (See policy on Emergencies)

### **How to Make Formal Request**

As part of the Annual Application in the Program Narrative, the agency will describe the general capital needs for each Program for the fiscal year. Describe how the capital needs will meet the intended targets for each program.

Requests to the Board should describe how the capital funding supports the program that provides a controlled work environment, or is designed toward enabling an eligible person to progress toward normal living, or to develop his or her capacity, performance, or relationships with other persons, or provide services related to a place of residence or social centers for eligible persons, or is connected or associated with vocational training, vocational teaching, vocational activities, vocational workshops, and/or residential facilities.

General capital needs for Administration should describe how the capital needs relate to the targets for programs and described in the program narrative. A Board Resolution for a not-to-exceed amount must also be included. For new projects, agencies may be requested to complete a business/marketing plan as part of the request.

Agencies not currently funded by the Board are required to schedule an appointment with the DDRB Program Director to review the request, prior to formal and final submission of the request. In addition, agencies are required to have on file with the DDRB the agency's Corporate Information.

### **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.

If an agency chooses not to contract annually with the DDRB all capital equipment purchased with DDRB funds will be reviewed for remaining useful life. If the remaining useful life of the equipment will continue to be used to serve individuals with developmental disabilities it will remain with the agency otherwise it is to be returned to the DDRB.

### **Bid Requirements**

An item or purchase exceeding \$5,000 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.

### **Payment**

Reimbursement for items \$10,000 and over is calculated as a percentage of the actual vendor invoice (per category guidelines) or up to the amount approved by the DDRB. DDRB can pay our portion directly to the vendor prior to Agency payment once the capital item(s) has been received.

Reimbursement for items \$9,999 and under is calculated as a percentage of the paid invoice or cancelled check (per category guidelines) or up to the amount approved by the DDRB.

### **Invoicing/Reporting Timelines and Fiscal Year End Deadlines:**

Outlined in the current fiscal year Contract and Funding Policies.



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

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**AGENCY EFG.**

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*THIS CONTRACT*, made and entered into this 1st day of July 2014, 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:

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**FUND ALLOCATION FOR SERVICES RENDERED BY AGENCY**

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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 Director 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>	<u>Unit Cost</u>	<u>#Units</u>
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**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 August 15. 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 June Board meeting.

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

**5. Capital Funding.** The DDRB may provide funding for equipment, furnishings, educational materials, renovations/repairs, and AGENCY Accreditation 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 \$5,000 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 August 15. 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, Management Letter and IRS Form 990.** The AGENCY also agrees to submit to the DDRB 1 copy of its annual audit ~~and Management Letter and IRS Form 990~~ within 4 ½ months after close of the AGENCY'S fiscal year. ~~IRS Form 990 is due within 9 ½ months after close of the AGENCY'S fiscal year.~~ AGENCIES with a fiscal year ending December 31, audits ~~and Management Letter and IRS Form 990~~ are due on May 15. ~~IRS Form 990 is due November 15.~~ AGENCIES with a fiscal year ending June 30, audits ~~and Management Letter and IRS Form 990~~ are due November 15. ~~IRS Form 990 is due May 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 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 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.

If an agency chooses not to contract annually with the DDRB all capital equipment purchased with DDRB funds will be reviewed for remaining useful life. If the remaining useful life of the equipment will continue to be used to serve individuals with developmental disabilities it will remain with the agency otherwise it is to be returned to the DDRB.

### 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.

**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 2014, and remains in effect until the 30th day of June 2015, 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, 1025 Country Club Road, St. Charles, MO 63303. Any written notice or communication to the AGENCY shall be mailed or delivered to:

Agency  
Agency Address  
Agency City, State Zip

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 Director/Date

Witness: \_\_\_\_\_

\_\_\_\_\_  
DDRB Finance Director/Date

DRAFT

**DEVELOPMENTAL DISABILITIES RESOURCE BOARD OF ST. CHARLES COUNTY**  
**RESIDENTIAL START-UP CONTRACTUAL AGREEMENT**

With

**AGENCY**

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*THIS CONTRACT*, made and entered into this first day of July 2014, 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. RFP 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, in payment for reimbursement will be mailed the 20<sup>th</sup> of the month if the invoice is received by the 10<sup>th</sup>, or mailed the 5<sup>th</sup> of the new month if the invoice is received by the 25<sup>th</sup>. All year-end invoices for services rendered are due to the DDRB by close of business August 15.
- 5. Bidding Requirements.** Any piece of equipment purchased with funds provided to the AGENCY under this Contract costing one thousand dollars (\$1,000.00) or more shall be subject to

public bid in accordance with Missouri statutes. All bids must accompany receipts for reimbursement of such items.

**6. 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 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.

**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. ~~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.~~

**8. 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, as it relates to what has been funded by the DDRB. The AGENCY will partner with the DDRB to inform the community about the ways its tax dollars are being invested in services and supports.

**9. 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.

**10. Term.** This Contract commences on the 1<sup>st</sup> day of July 2014, and remains in effect until the 30th day of June 2015, 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.

**11. 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**

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

By: \_\_\_\_\_  
Agency Representative

By: \_\_\_\_\_  
DDRB President/Date

Title: \_\_\_\_\_

\_\_\_\_\_  
DDRB Executive Director/Date

Date: \_\_\_\_\_

\_\_\_\_\_  
DDRB Program Director/Date

Witness: \_\_\_\_\_

\_\_\_\_\_  
DDRB Finance Director/Date