



February 25th, 2019

**Camden County Senate Bill 40 Board
(dba) Camden County Developmental
Disability Resources**

Open Session Board Meeting

Agenda

Camden County Senate Bill 40 Board
d/b/a Camden County Developmental Disability Resources
100 Third Street
Camdenton, MO 65020

Tentative Agenda for Open Session Board Meeting on February 25th, 2019, 4:00 PM

This Board Meeting will be held at:

255 Keystone Industrial Park Drive

Camdenton, MO 65020

Call to Order/Roll Call

Approval of Agenda

Approval of Open Session Board Meeting Minutes for January 28th, 2019

Approval of Closed Session Board Meeting Minutes for January 28th, 2019

Acknowledgement of Distributed Materials to Board Members

- CLC Monthly Reports
- LAI Monthly Reports
- January 2019 Support Coordination Report
- January 2019 CARF Reports
- January 2019 Employment Report
- January 2019 Agency Economic Report
- December 2018 Credit Card Statement
- Resolutions: 2019-10, 2019-11, 2019-12, 2019-13, 2019-14, 2019-15, 2019-16, & 2019-17

Speakers/Guests

- NONE

Monthly Reports

- Arc of the Lake
- Children's Learning Center
- Lake Area Industries

Old Business for Discussion

- Board Member Vacancy (Potential Candidates)
- Deviated Routes (Update)
- Lake Area Housing Initiative (Update)

New Business for Discussion

- Opening of Proposals for RFP 2019-1

January Support Coordination Report

January CARF Reports

January Employment Report

January Agency Economic Report

December Credit Card Statement

Discussion & Conclusion of Resolutions:

1. Resolution 2019-10: Approval of OHCDs Contract
2. Resolution 2019-11: Approval of Amended Code of Ethical Conduct Agreements
3. Resolution 2019-12: Approval of Amended Ethical Conduct & Values Statement
4. Resolution 2019-13: Approval of Amended Employee Manual
5. Resolution 2019-14: Approval of Amended Policy #6
6. Resolution 2019-15: Approval of Amended Policy #14
7. Resolution 2019-16: Approval of Amended Policy #17
8. Resolution 2019-17: Approval of Amended Policy #20

Public Comment

Pursuant to **ARTICLE IV, "Meetings"**, Section 5. Public Comment:

"The Board values input from the public. There shall be opportunity for comment by the public during the portion of the Board agenda designated for "Public Comment". Public comment shall be limited to no more than 3 minutes per person to allow all who wish to participate to speak. It is the policy of the Board that the Board shall not respond to public comment at the Board meeting."

"Only comments related to agency-related matters will be received, however such comments need not be related to specific items of the Board's agenda for the meeting. The Board shall not receive comments related to specific client matters and/or personnel grievances, which are addressed separately per Board policies and procedures."

Adjournment

The news media may obtain copies of this notice by contacting:
Ed Thomas, CCDDR Executive Director
5816 Osage Beach Parkway, Suite 108, Osage Beach, MO 65065
Office: 573-693-1511 Fax: 573-693-1515 Email: director@ccddr.org

January 28th, 2019
Open Session Minutes

CAMDEN COUNTY DEVELOPMENTAL DISABILITY RESOURCES
Open Session Minutes of January 28, 2019

Members Present Lisa Jackson, Suzanne Perkins, Lorraine Russell, Kym Jones, Paul DiBello, Chris Bothwell via telephone

Members Absent Angela Sellers, Brian Willey

Others Present Ed Thomas, Executive Director

Guests Present Natalie Couch, Lillie Smith (LAI)
Susan Daniels (CLC)
Jeanna Booth, Marcie Vansyoc, Connie Baker, Myrna Blaine,
Rachel Baskerville, Shellie Andrews, Linda Simms (CCDDR)

Approval of Agenda

Motion by Kym Jones, second Lorraine Russell, to approve the agenda as presented.

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Paul DiBello, Chris Bothwell

NO: None

Approval of Open Session Board Minutes for December 17th, 2018

Motion by Lorraine Russell, second Kym Jones, to approve the December 17th, 2018 Open Session Board Meeting Minutes as presented.

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Chris Bothwell

NO: None

ABSTAIN: Paul DiBello, because he was not present
at the December 17, 2018, board meeting.

Myrna introduced Shellie Andrews, our new support coordinator.

Acknowledgement of Distributed Materials to Board Members

- FY 2017 Final Audit Report
- CLC Monthly Reports
- LAI Monthly Reports
- December 2018 Support Coordination Report
- December 2018 CARF Reports
- December 2018 Employment Report
- December 2018 Agency Economic Report
- November 2018 Credit Card Statement

- Resolution 2019-1, 2019-2, 2019-3, 2019-4, 2019-5, 2019-6, 2019-7, 2019-8, 2019-9

Speakers/Guests

Jo L. Moore – Evers & Company CPA’s, LLC: Presentation of the FY 2017 Final Audit Report

Jo L. Moore presented the audit and conversed with the Board regarding the audit stating that all statements are fairly presented with unmodified opinions. Some accounts had to be adjusted to get to full accrual basis, one being LAGERS based on the LAGERS audit. Jo recommended that all employees fill out both state and federal W4’s annually. Jo also explained the expectations of the auditors and stated there were no concerns for the board to worry about.

Motion by Suzanne Perkins, second Lorraine Russell, to approve the Evers Audit Report for 2017 as presented.

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Paul DiBello, Chris Bothwell

NO: None

Monthly Reports

ARC of the Lake Myrna Blaine

The first learning luncheon will be held at Warehouse 55 in Eldon on February 9 at 10:30am. Midwest Special Needs Trust – ABLE accounts and financial planning will be discussed. Myrna and Rusty will also give a presentation on victimization. The ARC is sponsoring the 5K at the Dogwood festival on April 27. The ARC meets the first Thursday of each month at the Miller County Special Services office.

Children’s Learning Center (CLC) Susan Daniels

CLC is plugging right along, classes are full with a wait list that is growing. CLC will be a recipient for the 2019 Shootout. The state popped in for a surprise visit, but all was good with no violations. Pizza for a Purpose will be March 8th at Redheads Grill with lots of good prizes. CLC is also raffling a Springfield Armory 1911 pistol. 7 Springs Winery will be hosting Wine on the Vine April 6 with some proceeds going to CLC.

Lake Area Industries (LAI) Natalie Couch

December was the first negative month due to their annual Christmas party. Drink Stix contract was discontinued. Work hours were reduced. The workshop is doing a lot of small jobs for Innovative Procurement. LAI sold some packing foam and hoping for a repeat business. Shredding is staying busy. The bathrooms are in a remodeling process. The front entrance is being made more secure and LAI is hoping for completion of the remodeling next week.

Old Business for Discussion

- **NONE**

New Business for Discussion

- **Board Member Vacancy**

A letter of resignation was received from Shanna Weber. The board has the option of creating a committee to recruit a new board member or the board can rely on the Administrative Team to suggest a new board member.

Motion by Chris Bothwell, second Suzanne Perkins, to have the Administrative Team recruit a new board member who resides in Camden County.

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Paul DiBello, Chris Bothwell

NO: None

December Support Coordination Report

December month end caseload count was 352. One new eligibility was confirmed today. Medicaid eligibility has dropped slightly but SC's are working on it. Caseloads were high, but the addition of the new support coordinator allowed for the division of TCM and Community Resources.

Lorraine commented that she was very impressed with Shellie who was her grandson's Support Coordinator.

Motion by Suzanne Perkins, second Chris Bothwell, to approve the report as presented

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Paul DiBello, Chris Bothwell

NO: None

December CARF Reports

CARF raw data was used for Support Coordinators performance appraisals. Quarterly reports are being missed by one day. Myrna has asked that the quarterlies be turned in a day earlier to solve this issue. Client satisfaction ratings are very high.

Motion by Suzanne Perkins, second Chris Bothwell, to approve the report as presented

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell, Kym Jones,
Paul DiBello, Chris Bothwell

NO: None

December Employment Report

Numbers on community employment fell a bit. Hoping this number will pick up when tourist season starts, and the revamped deviated route begins March 1.

Motion by Suzanne Perkins, second Chris Bothwell, to approve the report as presented

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Paul DiBello, Chris Bothwell

NO: None

December Agency Economic Report

Not much to report – down in all sections except CLC.

Motion by Suzanne Perkins, second Chris Bothwell, to approve the report as presented

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Paul DiBello, Chris Bothwell

NO: None

November 2018 Credit Card Statement

No Questions and a vote not necessary.

Discussion & Conclusion of Resolution:

- **Resolution 2019-1: Calendar Year 2019 Board Officer Election & Appointments**

This is the annual election of board officers.

Present board officer positions are:

Angela Sellers – Chair
Lisa Jackson – Vice Chair
Brian Willey - Treasurer
Paul DiBello - Secretary

The Board did not feel there was a need to change officer positions if current officers agreed. The current board officers stated they had no problem with holding their position.

Motion by Suzanne Perkins, second Kym Jones, to approve current officers remain the same and pass the resolution as presented.

AYE: Suzanne Perkins, Lorraine Russell,
Paul DiBello, Chris Bothwell

NO: None

ABSTAIN: Lisa Jackson, Paul DiBello because they are nominees

- **Resolution 2019-2: Calendar Year 2019 Human Resource Committee Nominations and appointments**

Angela Sellers is a member by default. The Board Chair is always an ex officio member of the committee. Names called for appointment by the Board:

Committee Chairman: Brian Willey

Committee Secretary Lisa Jackson

The current members of the Human Resource Committee did not have a problem keeping the same position if the board members did not want to change.

Motion by Chris Bothwell, second Kym Jones, to approve the Human Resource Commute members remain the same and pass the resolution as presented.

AYE: Suzanne Perkins, Lorraine Russell, Kym Jones,
Paul DiBello, Chris Bothwell

NO: None

ABSTAIN: Lisa Jackson, because she is a nominee

- **Resolution 2019-3: Calendar Year 2019 Budget Appropriations Committee Nominations and appointments**

Angela Sellers is a member by default. The Board Chair is always an ex officio member of the committee. Names called for appointment by the Board:

Committee Chairman: Chris Bothwell

Committee Secretary: Suzanne Perkins

The current members of the Budget Appropriations Committee did not have a problem keeping the same position if the board members did not want to change.

Motion by Kym Jones, second Lorraine Russell, to approve the Budget Appropriation Committee members remain the same and pass the resolution as presented.

AYE: Lorraine Russell, Kym Jones, Lisa Jackson
Paul DiBello,

NO: None

ABSTAIN: Chris Bothwell, Suzanne Perkins, because they are nominees

- **Resolution 2019-4: Calendar Year 2019 Agency Governance Committee Nominations and appointments**

Angela Sellers is a member by default. The Board Chair is always an ex officio member of the committee. Names called for appointment by the Board:

Committee Chairman: Paul Dibello
Committee Secretary: Lorraine Russell
Member at Large: Kym Jones

After presentation and further discussion of Resolution 2019-4:

Motion by Chris Bothwell, second Suzanne Perkins to approve the appointments and resolution as presented:

AYE: Kym Jones, Lisa Jackson, Chris Bothwell,
Suzanne Perkins

NO: None

ABSTAIN: Lorraine Russell, Paul DiBello, Kym Jones, because
they are nominees

- **Resolution 2019-5: Re-Allocation/Allocation of Restricted/Unrestricted Funds**

Improvements to Camdenton front office are completed. Roof replacements are needed for the Camdenton Office and 253 Keystone Industrial Park Drive. Some cosmetics are needed for the Keystone driveway, a new ramp is needed to the entrance, and some work is needed at the Camdenton facility.

After presentation and further discussion of Resolution 2019-5, motion by Suzanne Perkins, second Kym Jones to approve the resolution as presented:

AYE: Lisa Jackson, Suzanne Perkins, Lorraine Russell,
Kym Jones, Paul DiBello, Chris Bothwell

NO: None

Chris Bothwell asked about replacing the culvert across the road at Keystone. Ed said the culvert belonged to the county and they were to replace it in the spring.

- **Resolution 2019-6: 2019 LAI Capital Funding Agreement**

Reflects allocation for restricted funds to LAI

After presentation and further discussion or Resolution 2019-6, motion by Kym Jones, second Suzanne Perkins, to approve the resolution as presented

AYE: Lorraine Russell, Kym Jones, Lisa Jackson,
Paul DiBello, Chris Bothwell, Suzanne Perkins

NO: None

- **Resolution 2019-7: Change in Mileage Rate**

IRS published a new mileage rate. Effective 7-1-19 mileage will increase from .51.5 to .55.

After presentation and further discussion or Resolution 2019-7, motion by Paul DiBello, second Suzanne Perkins, to approve the resolution as presented

AYE: Lorraine Russell, Kym Jones, Lisa Jackson,
Paul DiBello, Chris Bothwell, Suzanne Perkins

NO: None

- **Resolution 2019-8: Temporary Committee Continuation – Joint CCDDR/LAI Committee**

LAI would like to continue the joint CCDDR/LAI Committee as they have found it helpful. Lisa Jackson is the chairperson and Chris Bothwell is secretary and are currently on the committee. Paul DiBello would like to be on the committee also. Paul will be Member at Large. Angela Sellers will be the ex officio member.

After presentation and further discussion or Resolution 2019-8, motion by Suzanne Perkins, second Kym Jones, to approve the resolution as presented

AYE: Lorraine Russell, Kym Jones, Lisa Jackson,
Paul DiBello, Chris Bothwell, Suzanne Perkins

NO: None

- **Resolution 2019-9: Approval of Amended Policy 29**

There is a need to create a restricted fund for office equipment (copiers, phones etc) Anything over a \$1000 needs to be recorded as an asset.

After presentation and further discussion or Resolution 2019-9, motion by Chris Bothwell, second Suzanne Perkins, to approve the resolution as presented

AYE: Lorraine Russell, Kym Jones, Lisa Jackson,
Paul DiBello, Chris Bothwell, Suzanne Perkins

NO: None

Closed Session:

Motion by Kym Jones, second Paul DiBello, to adjourn to closed session pursuant to section 610.021 RSMO, subsections 13 & 14. A voice vote was taken.

AYE: Lorraine Russell, Kym Jones, Lisa Jackson,
Paul DiBello, Chris Bothwell, Suzanne Perkins

NO: None

Board Members returned from Closed Session

Adjournment:

Motion by Suzanne Perkins, second by Kym Jones, to adjourn meeting.

AYE: Lorraine Russell, Kym Jones, Lisa Jackson,
Paul DiBello, Chris Bothwell, Suzanne Perkins

NO: None

Board Chairman

Secretary

CLC Monthly Report



**SB40/CCDDR Funding Request
for
FEBRUARY 2019**

Utilizing JANUARY 2019 Records

CHILDREN'S LEARNING CENTER
Statement of Activity
 January 2019

	First Steps	Step Ahead	Not Specified	TOTAL
Revenue				0.00
40000 INCOME				0.00
41000 Contributions & Grants				0.00
41100 CACFP		715.08		715.08
41200 Camden County SB40	1,329.90	11,551.78		12,881.68
Total 41000 Contributions & Grants	\$ 1,329.90	\$ 12,266.86	\$ 0.00	\$ 13,596.76
42000 Program Services				0.00
Total 42100 First Steps	\$ 8,555.19	\$ 0.00	\$ 0.00	\$ 8,555.19
Total 42000 Program Services	\$ 8,555.19	\$ 0.00	\$ 0.00	\$ 8,555.19
43000 Tuition				0.00
43100 Dining				0.00
43120 Lunch		225.00		225.00
43130 Snack		45.00		45.00
Total 43100 Dining	\$ 0.00	\$ 270.00	\$ 0.00	\$ 270.00
43500 Tuition		3,395.60		3,395.60
43505 Subsidy Tuition		302.53		302.53
Total 43500 Tuition	\$ 0.00	\$ 3,698.13	\$ 0.00	\$ 3,698.13
Total 43000 Tuition	\$ 0.00	\$ 3,968.13	\$ 0.00	\$ 3,968.13
45000 Other Revenue				0.00
45200 Fundraising Income				0.00
45280 Pizza For A Purpose				0.00
45281 Pizza For A Purpose - Gun Raffle		489.80		489.80
Total 45280 Pizza For A Purpose	\$ 0.00	\$ 489.80	\$ 0.00	\$ 489.80
Total 45200 Fundraising Income	\$ 0.00	\$ 489.80	\$ 0.00	\$ 489.80
45300 Donation Income				0.00
45310 Donations		20.00		20.00
45312 Community Rewards		239.85		239.85
45315 Bear Market		75.00		75.00
45352 KC Chiefs Ticket Fundraiser		620.00		620.00
Total 45310 Donations	\$ 0.00	\$ 954.85	\$ 0.00	\$ 954.85
Total 45300 Donation Income	\$ 0.00	\$ 954.85	\$ 0.00	\$ 954.85
Total 45000 Other Revenue	\$ 0.00	\$ 1,444.65	\$ 0.00	\$ 1,444.65
Total 40000 INCOME	\$ 9,885.09	\$ 17,679.64	\$ 0.00	\$ 27,564.73
Total Revenue	\$ 9,885.09	\$ 17,679.64	\$ 0.00	\$ 27,564.73
Gross Profit	\$ 9,885.09	\$ 17,679.64	\$ 0.00	\$ 27,564.73
Expenditures				0.00
50000 EXPENDITURES				0.00
51000 Payroll Expenditures				0.00
Total 51100 Employee Salaries	\$ 0.00	\$ 8,515.67	\$ 0.00	\$ 8,515.67
Total 51500 Employee Taxes	\$ 0.00	\$ 770.86	\$ 0.00	\$ 770.86
Total 51600 Health Insurance	\$ 0.00	\$ 457.00	\$ 0.00	\$ 457.00
51900 Workermans Comp Insurance		2,034.00		2,034.00
51950 Employee Garnishments		84.20		84.20
Total 51000 Payroll Expenditures	\$ 0.00	\$ 11,861.73	\$ 0.00	\$ 11,861.73
52000 Advertising/Promotional		240.95		240.95
53000 Equipment		1,024.00		1,024.00
54000 Fundraising/Grants				0.00
54200 Summer Night Glow 5K		189.07		189.07
54700 Pizza For A Purpose		578.66		578.66
Total 54000 Fundraising/Grants	\$ 0.00	\$ 767.73	\$ 0.00	\$ 767.73

55000 Insurance					0.00			
55600 Professional Liability		533.00			533.00			
Total 55000 Insurance	\$	0.00	\$	533.00	\$	0.00	\$	533.00
56000 Office Expenditures					0.00			
56100 Copy Machine		155.56		396.59				552.15
56200 Miscellaneous				11.74				11.74
56300 Office Supplies				99.99				99.99
56400 Postage & Delivery				50.00				50.00
Total 56000 Office Expenditures	\$	155.56	\$	558.32	\$	0.00	\$	713.88
57000 Office/General Administrative Expenditures								0.00
57100 Accounting Fees								0.00
57150 Online Accounting Software Service				84.95				84.95
Total 57100 Accounting Fees	\$	0.00	\$	84.95	\$	0.00	\$	84.95
57160 QuickBooks Payments Fees				129.50				129.50
57400 Child Management Software				35.00				35.00
57600 License/Accreditation/Permit Fees				17.89				17.89
57960 Janitorial/Custodial				350.00				350.00
Total 57000 Office/General Administrative Expenditures	\$	0.00	\$	617.34	\$	0.00	\$	617.34
58000 Operating Supplies								0.00
58100 Classroom Consumables				75.47				75.47
58150 Center Consumables				257.54				257.54
58175 Paper Consumables				34.37				34.37
58200 Dining				1,387.05				1,387.05
58210 Birthday				12.10				12.10
Total 58200 Dining	\$	0.00	\$	1,399.15	\$	0.00	\$	1,399.15
58300 Pet				2.73				2.73
Total 58000 Operating Supplies	\$	0.00	\$	1,769.26	\$	0.00	\$	1,769.26
59000 Program Service Fees								0.00
Total 59100 First Steps	\$	6,282.49	\$	0.00	\$	0.00	\$	6,282.49
Total 59000 Program Service Fees	\$	6,282.49	\$	0.00	\$	0.00	\$	6,282.49
63000 Utilities								0.00
63100 Electric		230.51		537.85				768.36
63200 Internet		36.00		83.98				119.98
63300 Telephone		77.54		182.00				259.54
63400 Trash Service				76.66				76.66
63500 Water Softener				24.00				24.00
Total 63000 Utilities	\$	344.05	\$	904.49	\$	0.00	\$	1,248.54
65000 Other Expenditures								0.00
65200 Credit Card Misc. Charges				1,110.41				1,110.41
Total 65000 Other Expenditures	\$	0.00	\$	1,110.41	\$	0.00	\$	1,110.41
Total 50000 EXPENDITURES	\$	6,782.10	\$	19,387.23	\$	0.00	\$	26,169.33
Payroll Expenses								0.00
Company Contributions								0.00
Health Insurance				375.10				375.10
Total Company Contributions	\$	0.00	\$	375.10	\$	0.00	\$	375.10
Taxes				18.90				18.90
Total Payroll Expenses	\$	0.00	\$	394.00	\$	0.00	\$	394.00
voided check				0.00				0.00
Total Expenditures	\$	6,782.10	\$	19,781.23	\$	0.00	\$	26,563.33
Net Operating Revenue	\$	3,102.99	-\$	2,101.59	\$	0.00	\$	1,001.40
Net Revenue	\$	3,102.99	-\$	2,101.59	\$	0.00	\$	1,001.40

CHILDREN'S LEARNING CENTER
Statement of Financial Position
As of January 31, 2019

		Jan 2019
ASSETS		
Current Assets		
Bank Accounts		21,881.38
11000 CBOLO Checking		21,881.38
Total Bank Accounts	\$	21,881.38
Accounts Receivable		871.75
Accounts Receivable (A/R)		871.75
Total Accounts Receivable	\$	871.75
Other Current Assets		0.00
14000 Undeposited Funds		700.00
Cash Advance		7,971.74
Prepaid Expenses		7,971.74
Repayment		-700.00
Cash Advance Repayment		-700.00
Total Repayment	-\$	700.00
Total Other Current Assets	\$	7,971.74
Total Current Assets	\$	30,724.87
TOTAL ASSETS		
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		848.05
Accounts Payable (A/P)		848.05
Total Accounts Payable	\$	848.05
Credit Cards		378.79
21000 CBOLO MasterCard -8027		1,368.37
21200 Kroger-DS1634 CLC		1,368.37
Total Credit Cards	\$	1,747.16
Other Current Liabilities		
22000 Payroll Liabilities		2,191.63
22100 Anthem		3,141.44
22200 Childcare Tuition		-8,242.58
22300 Federal Taxes (941/944)		-2,926.48
22400 MO Income Tax		-873.84
22500 MO Unemployment Tax		448.19
22600 Primevest Financial		5,562.84
Aflac		6,036.01
Alieria		776.25
Health Care (United HealthCare)		799.90
US Department of Education		799.90
Total 22000 Payroll Liabilities	\$	6,913.36
Direct Deposit Payable		-7,305.10
Total Other Current Liabilities	-\$	391.74
Total Current Liabilities	\$	2,203.47
Total Liabilities	\$	2,203.47
Equity		
30000 Opening Balance Equity		13,816.12
Retained Earnings		13,703.88
Net Revenue		1,001.40
Total Equity	\$	28,521.40
TOTAL LIABILITIES AND EQUITY	\$	30,724.87

CHILDREN'S LEARNING CENTER
Statement of Cash Flows
January 2019

	First Steps	Step Ahead	Not Specified	TOTAL
OPERATING ACTIVITIES				
Net Revenue	3,102.99	-2,101.59		1,001.40
Adjustments to reconcile Net Revenue to Net Cash provided by operations:				0.00
Accounts Receivable (A/R)			-29.00	-29.00
Accounts Payable (A/P)			848.05	848.05
21000 CBOLO MasterCard -8027		-3,534.14	2,597.62	-936.52
21200 Kroger-DS1634 CLC		-663.22	1,368.37	705.15
22300 Payroll Liabilities: Federal Taxes (941/944)			-1,802.82	-1,802.82
22400 Payroll Liabilities: MO Income Tax			-142.00	-142.00
22500 Payroll Liabilities: MO Unemployment Tax			-82.88	-82.88
Direct Deposit Payable			-7,305.10	-7,305.10
Payroll Liabilities: Aflac			255.55	255.55
Payroll Liabilities: Allera			278.00	278.00
Payroll Liabilities: US Department of Education			21.05	21.05
Total Adjustments to reconcile Net Revenue to Net Cash provided by operations:	\$ 0.00	-\$ 4,197.36	-\$ 3,993.16	-\$ 8,190.52
Net cash provided by operating activities	\$ 3,102.99	-\$ 6,298.95	-\$ 3,993.16	-\$ 7,189.12
Net cash increase for period	\$ 3,102.99	-\$ 6,298.95	-\$ 3,993.16	-\$ 7,189.12
Cash at beginning of period			29,070.50	29,070.50
Cash at end of period	\$ 3,102.99	-\$ 6,298.95	\$ 25,077.34	\$ 21,881.38

CHILDREN'S LEARNING CENTER
Accounts Receivable YTD by Class
 January 2019

	Date	Num	Class	Memo/Description	Split	Amount	Balance
Step Ahead	01/07/2019	2000	Step Ahead	January Snack Fee	Accounts Receivable (A/R)	5.00	5.00
	01/07/2019	2000	Step Ahead	January Dining	Accounts Receivable (A/R)	25.00	30.00
	01/07/2019	2000	Step Ahead	January Tuition	Accounts Receivable (A/R)	168.00	198.00
	01/07/2019	2002	Step Ahead	December Tuition	Accounts Receivable (A/R)	45.00	243.00
	01/07/2019	1999	Step Ahead	January Dining	Accounts Receivable (A/R)	25.00	268.00
	01/07/2019	1999	Step Ahead	January Tuition	Accounts Receivable (A/R)	264.00	532.00
	01/07/2019	1999	Step Ahead	January Snack Fee	Accounts Receivable (A/R)	5.00	537.00
Total for Step Ahead						\$ 537.00	

CHILDREN'S LEARNING CENTER
AGENCY UPDATE/PROGRESS REPORT
Jan 2019

○ **CHILD COUNT/ATTENDANCE**

Step Ahead currently has 28 children enrolled
17 of the 24 with special needs/dd (5 one-on-ones)

○ **COMMUNITY EVENTS**

Attended:

1/15/19 - Lake Area Chamber Social - Lil Rizzos
1/17/19 - Guest Speaker at Sunrise Beach Rotary
1/31/19 - Shootout Social - Redheads

Current / Upcoming:

2/13 - Shootout Meeting - Cannon Smoked
2/15 - Easter Seals - Autism Professional Development, Osage High School
2/19 - Lake Area Chamber Social - Regalia Hotel
2/22 - Shootout Social - Cannon Smoked
3/8/19 - Pizza For A Purpose - RedHeads Yacht Club
4/16/19 - Wine in the Vines 5K - Seven Springs Winery
6/14/19 - 12th Annual CLC Night GLOW 5K

○ **GENERAL PROGRAM NEWS**

2 new providers are signing up to join CLC's First Steps team - 1 occupational therapist & 1 physical therapist
2 teachers will be going on maternity leave during the summer - Jennifer is returning for the summer

○ **FUNDRAISING/GRANTS**

Pizza For A Purpose - Collecting Donations
Submitted new grant to US Bank for sensory room & motor room equipment improvements

LAI Monthly Report



Monthly Financial Reports

Lake Area Industries, Inc.

JANUARY, 31 2019

Lake Area Industries, Inc.
Balance Sheet Comparison

	As of Jan 31, 2019	As of Jan 31, 2018 (PY)
ASSETS		
Current Assets		
Total Bank Accounts	\$267,486	\$168,436
Total Accounts Receivable	\$69,500	\$59,955
Other Current Assets		
ALLOWANCE FOR BAD DEBTS	\$0	(\$4,438)
Community Foundation of the Ozarks Agency Partner Account	\$1,009	
INVENTORY	\$13,873	\$9,799
PETTY CASH	\$150	\$150
Undeposited Funds	\$8,493	\$150
Total Other Current Assets	\$23,525	\$5,661
Total Current Assets	\$360,511	\$234,052
Fixed Assets		
ACCUMULATED DEPRECIATION	(\$703,458)	(\$703,458)
AUTO AND TRUCK	\$135,854	\$135,854
BUILDING	\$377,261	\$377,261
FURN & FIX ORIGINAL VALUE	\$19,284	\$19,284
GH RETAIL STORE	\$16,505	\$16,505
LAND	\$33,324	\$33,324
LAND IMPROVEMENT	\$25,502	\$25,502
MACHINERY & EQUIPMENT	\$228,826	\$228,826
OFFICE EQUIPMENT	\$11,563	\$11,563
SHREDDING EQUIPMENT	\$45,572	\$45,572
Total Fixed Assets	\$190,231	\$190,231
Other Assets		
CURRENT CAPITAL IMPROVEMENT	\$80,865	\$0
SALES TAX BOND	\$1,060	\$1,060
UTILITY DEPOSITS	\$554	\$845
Total Other Assets	\$82,479	\$1,905
TOTAL ASSETS	\$633,222	\$426,188
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Total Accounts Payable	\$4,384	\$2,101
Total Credit Cards	\$0	\$570
Other Current Liabilities		
AFLAC DEDUCTIONS PAYABLE	\$27	\$27
Gift Certificate Payable	\$363	\$145
Missouri Department of Revenue Payable	\$9	\$0
OAK STAR BANK LOAN-4096	\$15,212	\$50,086
Total Other Current Liabilities	\$15,610	\$50,259
Total Current Liabilities	\$19,994	\$52,930
Total Liabilities	\$19,994	\$52,930
Equity		
Unrestricted Net Assets	\$581,152	\$393,973
Net Income	\$32,076	(\$20,714)
Total Equity	\$613,228	\$373,259
TOTAL LIABILITIES AND EQUITY	\$633,222	\$426,188

Lake Area Industries, Inc.
Budget vs. Actuals
 January 2019

	Jan 2019		
	Actual	Budget	over Budget
Income			
CONTRACT PACKAGING	\$24,132	\$15,222	\$8,910
FOAM RECYCLING	\$6,661	\$400	\$6,261
GREENHOUSE SALES		\$0	\$0
SECURE DOCUMENT SHREDDING	\$4,806	\$3,175	\$1,631
Total Income	\$35,599	\$18,797	\$16,802
Cost of Goods Sold			
Cost of Goods Sold	\$922	\$2,691	(\$1,769)
GG PLANTS & SUPPLIES		\$0	\$0
SHIPPING AND DELIVERY	\$26	\$0	\$26
WAGES-EMPLOYEES	\$18,792	\$19,973	(\$1,181)
Total Cost of Goods Sold	\$19,739	\$22,664	(\$2,924)
Gross Profit	\$15,860	(\$3,867)	\$19,727
Expenses			
ACCTG. & AUDIT FEES		\$0	\$0
ALL OTHER EXPENSES	\$959	\$2,057	(\$1,098)
Bus Fare	\$100	\$240	(\$140)
EQUIP. PURCHASES & MAINTENANCE	\$2,384	\$4,276	(\$1,893)
INSURANCE	\$1,361	\$1,402	(\$41)
NON MANUFACTURING SUPPLIES		\$9	(\$9)
PAYROLL	\$12,191	\$13,755	(\$1,564)
PAYROLL EXP & BENEFITS	\$5,679	\$6,283	(\$604)
PROFESSIONAL SERVICES	\$1,083	\$1,310	(\$227)
SALES TAX	(\$1)		(\$1)
UTILITIES	\$2,114	\$2,202	(\$88)
Total Expenses	\$25,869	\$31,534	(\$5,664)
Net Operating Income	(\$10,010)	(\$35,401)	\$25,391
Other Income			
INTEREST INCOME	\$149	\$11	\$138
OTHER CONTRIBUTIONS	\$861		\$861
SB-40 REVENUE	\$18,893	\$14,708	\$4,184
STATE AID	\$22,183	\$16,427	\$5,756
Total Other Income	\$42,086	\$31,146	\$10,939
Other Expenses			
ALLOCATION NON OPERATING EXPENSES	\$0	(\$337)	\$337
Total Other Expenses	\$0	(\$337)	\$337
Net Other Income	\$42,086	\$31,484	\$10,602
Net Income	\$32,076	(\$3,917)	\$35,993

Lake Area Industries, Inc.
Profit and Loss

	Jan 2019	Jan 2019 (YTD)
Income		
CONTRACT PACKAGING	\$24,132	\$24,132
FOAM RECYCLING	\$6,661	\$6,661
SECURE DOCUMENT SHREDDING	\$4,806	\$4,806
Total Income	\$35,599	\$35,599
Cost of Goods Sold		
Cost of Goods Sold	\$922	\$922
SHIPPING AND DELIVERY	\$26	\$26
WAGES-EMPLOYEES	\$18,792	\$18,792
Total Cost of Goods Sold	\$19,739	\$19,739
Gross Profit	\$15,860	\$15,860
Expenses		
ALL OTHER EXPENSES	\$959	\$959
Bus Fare	\$100	\$100
EQUIP. PURCHASES & MAINTENANCE	\$2,384	\$2,384
INSURANCE	\$1,361	\$1,361
PAYROLL	\$12,191	\$12,191
PAYROLL EXP & BENEFITS	\$5,679	\$5,679
PROFESSIONAL SERVICES	\$1,083	\$1,083
SALES TAX	(\$1)	(\$1)
UTILITIES	\$2,114	\$2,114
Total Expenses	\$25,869	\$25,869
Net Operating Income	(\$10,010)	(\$10,010)
Other Income		
INTEREST INCOME	\$149	\$149
OTHER CONTRIBUTIONS	\$861	\$861
SB-40 REVENUE	\$18,893	\$18,893
STATE AID	\$22,183	\$22,183
Total Other Income	\$42,086	\$42,086
Other Expenses		
ALLOCATION NON OPERATING EXPENSES	\$0	\$0
Total Other Expenses	\$0	\$0
Net Other Income	\$42,086	\$42,086
Net Income	\$32,076	\$32,076

Lake Area Industries, Inc.
Statement of Cash Flows
January 2019

	Total
OPERATING ACTIVITIES	
Net Income	\$32,076
Adjustments to reconcile Net Income to Net Cash provided by operations:	
ACCOUNTS RECEIVABLE	\$1,971
INVENTORY:RAW MATERIAL INVENTORY	(\$59)
Accounts Payable	\$1,385
CBOLO CC - 5203 Lillie	\$0
CBOLO CC - 5229 Kevin	\$0
CBOLO CC - 5237 Natalie	\$0
ACCRUED WAGES	(\$5,654)
AFLAC DEDUCTIONS PAYABLE	\$0
Gift Certificate Payable	\$250
OAK STAR BANK LOAN-4096	(\$1,228)
SALES TAX PAYABLE	(\$72)
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(\$3,407)
Net cash provided by operating activities	\$28,669
INVESTING ACTIVITIES	
CURRENT CAPITAL IMPROVEMENT	(\$1,686)
Net cash provided by investing activities	(\$1,686)
Net cash increase for period	\$26,983
Cash at beginning of period	\$248,996
Cash at end of period	\$275,979

Lake Area Industries, Inc.
A/P Aging Summary
As of January 31, 2019

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
TOTAL	\$2,172	\$2,273	(\$39)	\$0	(\$23)	\$4,384

Lake Area Industries, Inc.
A/R Aging Summary
As of January 31, 2019

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
TOTAL	\$59,869	\$9,120	\$290	(\$339)	\$560	\$69,500

Support Coordination Report

January 2019

Client Caseloads

- Number of Caseloads as of December 31st, 2018: 349
- Budgeted Number of Caseloads: 350
- Pending Number of New Intakes: 5
- Medicaid Eligibility: 84.81%

Caseload Counts

Shellie Andrews - 27
Cynthia Brown - 36
Lori Cornwell - 31
Linda Gifford - 32
Ryan Johnson - 33
Jennifer Lyons - 34
Annie Meyer – 29
Lisa Patrick – 33
Mary Petersen – 32
Jami Weisenborn - 33
Nicole Whittle - 29

**CARF Report
Medicaid Eligible
Clients**

Outcome Measurement Report



TCM 2018

[Consumer Forms \(My support Coordinator made a difference in my life \(1\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
Targeted Case Management	3	0	0	100.00 %
Total	3	0	0	100.00 %
Goal				80 %

[Consumer Forms \(I received information about exploitation, personal protection and risk reduction \(2\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
Targeted Case Management	3	0	0	100.00 %
Total	3	0	0	100.00 %
Goal				100 %

[TCM: % of the time new consumers will be contacted by their Support Coordinator \(SC\) within 5 business days of their eligibility determination \(3\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters:

	Yes	No	NA	Percentage
Targeted Case Management	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				100 %

[TCM: Planning meeting is held within 30 days of eligibility date \(4\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters:

	Yes	No	NA	Percentage
Targeted Case Management	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				100 %

Outcome Measurement Report



[TCM: All ISPs will be submitted to RRO/guardian 21 days prior to implementation date \(5\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters:

	Yes	No	NA	Percentage
Targeted Case Management	14	9	0	60.87 %
Total	14	9	0	60.87 %
Goal				95 %

[TCM: % of Quarterly Reports met \(6\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
Targeted Case Management	58	0	0	100.00 %
Total	58	0	0	100.00 %
Goal				95 %

[Consumer Forms \(TCM: % of individuals that stated "My Support Coordinator is available throughout the year when needed" \(7\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
Targeted Case Management	3	0	0	100.00 %
Total	3	0	0	100.00 %
Goal				90 %

[Consumer Forms \(Support Coordinators see their clients frequently enough \(8\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
Targeted Case Management	3	0	0	100.00 %
Total	3	0	0	100.00 %
Goal				90 %

Outcome Measurement Report



[Consumer Forms \(I am satisfied with the services provided by my Support Coordinator and agency staff \(9\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
Targeted Case Management	3	0	0	100.00 %
Total	3	0	0	100.00 %
Goal				90 %

[Consumer Forms \(I contributed to the development of my plan \(10\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
Targeted Case Management	3	0	0	100.00 %
Total	3	0	0	100.00 %
Goal				100 %

[TCM: CCDDR will have an annual review of administrative policies and plans. \(11\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters:

	Yes	No	NA	Percentage
Targeted Case Management	0	0	0	-
Total	0	0	0	-
Goal				100 %

**CARF Report
Medicaid Ineligible
Clients**

Outcome Measurement Report



TCM 2018

[Consumer Forms \(My support Coordinator made a difference in my life \(1\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
CCDDR	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				80 %

[Consumer Forms \(I received information about exploitation, personal protection and risk reduction \(2\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
CCDDR	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				100 %

[TCM: % of the time new consumers will be contacted by their Support Coordinator \(SC\) within 5 business days of their eligibility determination \(3\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters:

	Yes	No	NA	Percentage
CCDDR	2	0	0	100.00 %
Total	2	0	0	100.00 %
Goal				100 %

[TCM: Planning meeting is held within 30 days of eligibility date \(4\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters:

	Yes	No	NA	Percentage
CCDDR	2	0	0	100.00 %
Total	2	0	0	100.00 %
Goal				100 %

Outcome Measurement Report



[TCM: All ISPs will be submitted to RRO/guardian 21 days prior to implementation date \(5\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters:

	Yes	No	NA	Percentage
CCDDR	2	0	0	100.00 %
Total	2	0	0	100.00 %
Goal				95 %

[TCM: % of Quarterly Reports met \(6\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
CCDDR	4	0	0	100.00 %
Total	4	0	0	100.00 %
Goal				95 %

[Consumer Forms \(TCM: % of individuals that stated "My Support Coordinator is available throughout the year when needed" \(7\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
CCDDR	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				90 %

[Consumer Forms \(Support Coordinators see their clients frequently enough \(8\)\)](#)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
CCDDR	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				90 %

Outcome Measurement Report



Consumer Forms (I am satisfied with the services provided by my Support Coordinator and agency staff (9))

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
CCDDR	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				90 %

Consumer Forms (I contributed to the development of my plan (10))

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

Parameters: Age: 0 - 1000;

	Yes	No	NA	Percentage
CCDDR	1	0	0	100.00 %
Total	1	0	0	100.00 %
Goal				100 %

TCM: CCDDR will have an annual review of administrative policies and plans. (11)

For Services: Case Closure, Case Transition/Transfer, Documentation, Linking Resources, Planning Supports, Quarterly Review of Progress on ISPs, Service Monitoring/Quality Enhancement, Transfer of case responsibility

For Events:

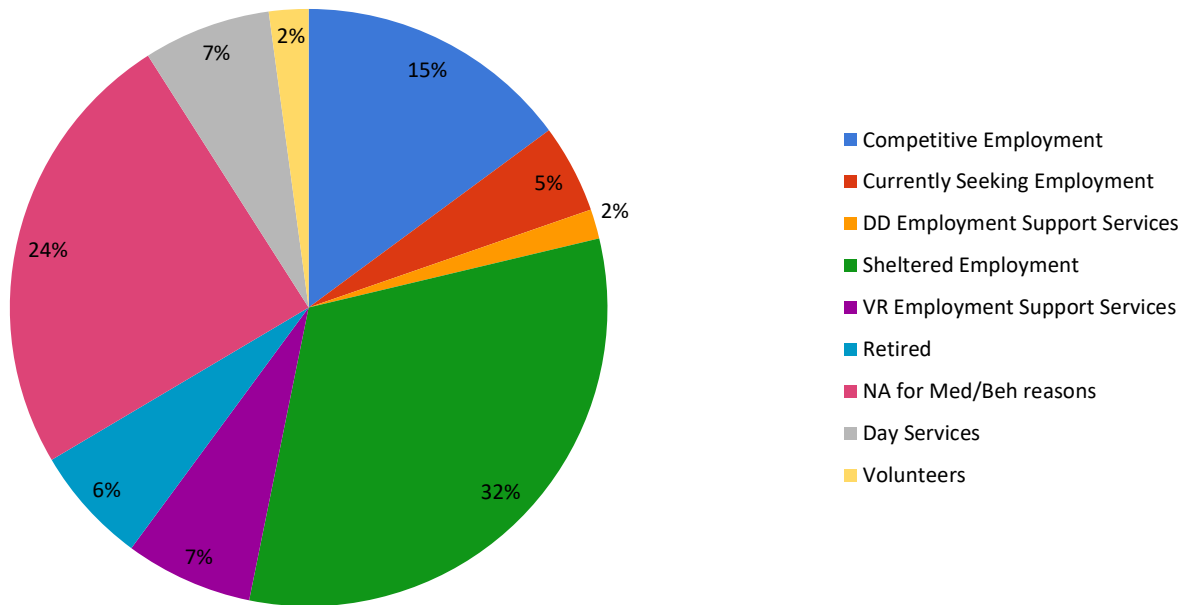
Parameters:

	Yes	No	NA	Percentage
CCDDR	0	0	0	-
Total	0	0	0	-
Goal				100 %

Employment Report

SC name	Competitive Employment	Currently Seeking Employment	DD Employment Support Services	Sheltered Employment	VR Employment Support Services	Retired	NA for Med/Beh reasons	Day Services	Volunteers
Agency Adults	28	9	3	60	13	12	46	13	4
Baskerville	3	2	3	3	1	1	3	1	0
Brown	3	1	0	3	2	1	3	1	0
Lyon	2	0	0	9	0	2	4	3	1
Cornwell	4	0	0	6	2	0	7	3	0
Gifford	6	1	0	1	1	1	1	0	0
Patrick	3	0	0	8	1	1	7	0	0
Peterson	1	1	0	8	1	0	2	3	0
Johnson	2	1	0	7	3	2	5	0	2
Weisenborn	1	2	0	3	0	3	1	0	0
Meyer	2	0	0	12	0	1	13	1	1
Whittle	1	1	0	0	2	0	0	1	0

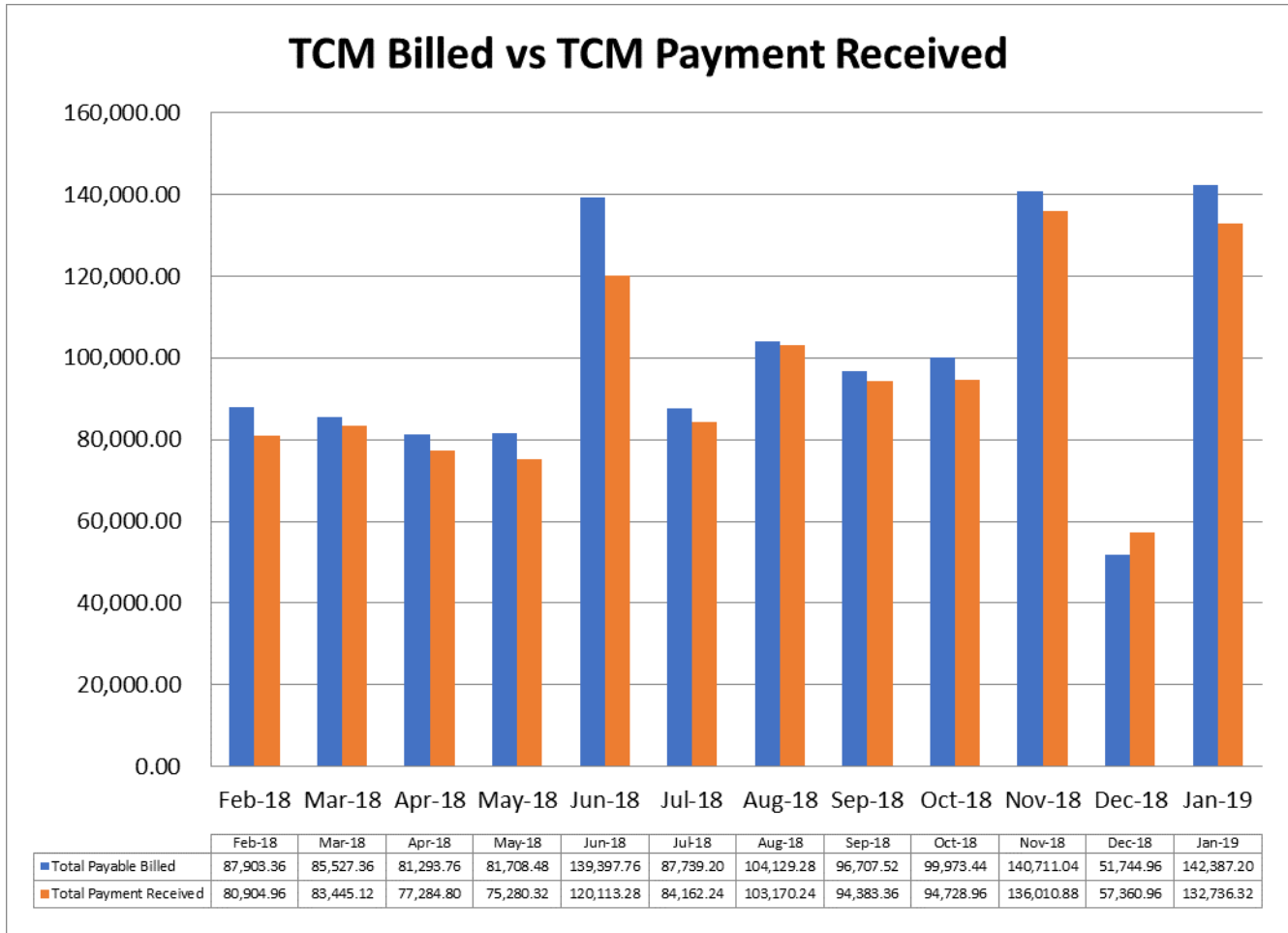
CCDDR Adults employment status as of 1/31/2019



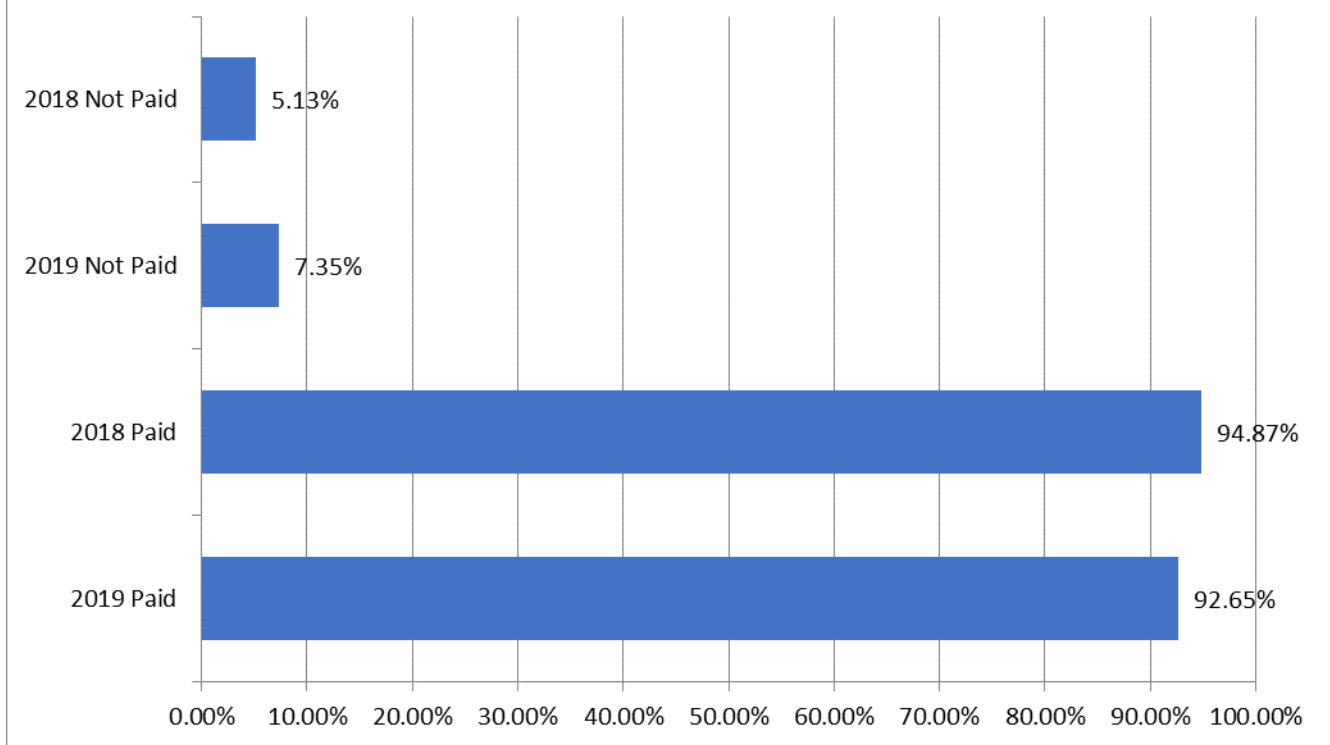
Agency Economic
Report
(Unaudited)

January 2019

Targeted Case Management Income



2019 vs 2018 Percentage Comparison Medicaid Billed vs Medicaid Paid



Budget vs. Actuals: FY 2019 - FY19 P&L Departments

January 2019

	SB 40 Tax			Services		
	Actual	Budget	Variance	Actual	Budget	Variance
Income						
4000 SB 40 Tax Income	863,214	830,331	32,883			0
4500 Services Income			0	154,354	152,221	2,133
Total Income	863,214	830,331	32,883	154,354	152,221	2,133
Gross Profit	863,214	830,331	32,883	154,354	152,221	2,133
Expenses						
5000 Payroll & Benefits			0	86,989	92,851	(5,862)
5100 Repairs & Maintenance			0	613	991	(378)
5500 Contracted Business Services			0	3,964	6,708	(2,744)
5600 Presentations/Public Meetings			0	180	470	(290)
5700 Office Expenses			0	1,406	2,586	(1,180)
5800 Other General & Administrative			0	6,449	2,306	4,143
5900 Utilities			0	1,294	1,063	231
6100 Insurance			0	1,399	1,460	(61)
6700 Partnership for Hope	0	0	0			0
6900 Direct Services	20,650	16,689	3,961			0
7100 Housing Programs	8,923	10,215	(1,292)			0
7200 CLC	12,882	15,050	(2,168)			0
7300 Sheltered Employment Programs	17,212	22,000	(4,788)			0
7600 Community Resources		1,302	(1,302)		0	0
7900 Special/Additional Needs	6,181	7,772	(1,591)			0
Total Expenses	65,847	73,028	(7,181)	102,294	108,435	(6,141)
Net Operating Income	797,367	757,303	40,064	52,060	43,786	8,274
Other Expenses						
8500 Depreciation			0	2,650	2,800	(150)
Total Other Expenses	0	0	0	2,650	2,800	(150)
Net Other Income	0	0	0	(2,650)	(2,800)	150
Net Income	797,367	757,303	40,064	49,410	40,986	8,424

Budget Variance Report

Total Income: During January of 2019, SB 40 Tax Revenues were higher than projected, and Services Program income was slightly higher than budgeted. CCDDR recently filled one Support Coordinator vacancy and added a new Support Coordination due to caseload growth.

Total Expenses: During January of 2019, overall SB 40 Tax program expenses were lower than budgeted expectations. Support Coordination billing for individuals not Medicaid eligible were slightly higher than budgeted. Services Program expenses were lower than budgeted expectations in all categories except Other General & Administrative and Utilities. The MACDDS annual membership dues were paid in January but were budgeted in March, and reimbursement form OATS for Keystone utilities had not been received by month-end close-out.

Balance Sheet

As of January 31, 2019

	SB 40 Tax	Services
ASSETS		
Current Assets		
Bank Accounts		
1000 Bank Accounts		
1005 SB 40 Tax Bank Accounts		
1010 SB 40 Tax Account (County Tax Funds) - First Nat'l Bank	0	0
1015 SB 40 Tax Reserve Account (County Tax Funds) - Central Bank	229	
1020 SB 40 Tax Certificate of Deposit	0	
1025 SB 40 Tax - Bank of Sullivan	1,235,581	
1030 SB 40 Tax Reserve - Bank of Sullivan	0	
Total 1005 SB 40 Tax Bank Accounts	1,235,810	0
1050 Services Bank Accounts		
1055 Services Account - Oak Star Bank (Formerly 1st Nat'l Bank)	0	10,691
1060 Services Certificate of Deposit		0
1075 Services Account - Bank of Sullivan		249,652
Total 1050 Services Bank Accounts	0	260,343
Total 1000 Bank Accounts	1,235,810	260,343
Total Bank Accounts		
	1,235,810	260,343
Accounts Receivable		
1200 Services		
1210 Medicaid Direct Service		53,620
1215 Non-Medicaid Direct Service		20,650
Total 1200 Services	0	74,269
1300 Property Taxes		
1310 Property Tax Receivable	1,052,414	
1315 Allowance for Doubtful Accounts	(8,876)	
Total 1300 Property Taxes	1,041,884	0
1350 Allowance for Doubtful Accounts	(5,666)	
Total Accounts Receivable	1,036,217	74,269
Other Current Assets		
1389 BANK ERROR Claim Confirmations (A/R)	0	0
1399 TCM Remittance Advices (In-Transit Payments)	0	0
1400 Other Current Assets		
1410 Other Deposits	0	
1430 Deferred Outflows Related to Pensions		64,400
1435 Net Pension Asset (Liability)		(22,041)
Total 1400 Other Current Assets	0	42,359
1450 Prepaid Expenses		0
1455 Prepaid-Insurance	0	17,735
Total 1450 Prepaid Expenses	0	17,735
Total Other Current Assets	0	60,094
Total Current Assets	2,272,027	394,706
Fixed Assets		

1500 Fixed Assets		
1510 100 Third Street Land		47,400
1511 Keystone Land		14,000
1520 100 Third Street Building		431,091
1521 Keystone		163,498
1525 Accumulated Depreciation - 100 Third Street		(146,764)
1526 Accumulated Depreciation - Keystone		(19,819)
1530 100 Third Street Remodeling		131,326
1531 Keystone Remodeling		94,987
1535 Acc Dep - Remodeling - 100 Third Street		(52,218)
1536 Acc Dep - Remodeling - Keystone		(5,174)
1540 Equipment		53,013
1545 Accumulated Depreciation - Equipment		(34,235)
1550 Vehicles		6,740
1555 Accumulated Depreciation - Vehicles		(6,740)
Total 1500 Fixed Assets	0	677,104
Total Fixed Assets	0	677,104
TOTAL ASSETS	2,272,027	1,071,809
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
1900 Accounts Payable	4,494	4,341
Total Accounts Payable	4,494	4,341
Other Current Liabilities		
2000 Current Liabilities		
2005 Accrued Accounts Payable	0	0
2006 DMH Payable	0	
2007 Non-Medicaid Payable	20,650	
2010 Accrued Payroll Expense	0	0
2015 Accrued Compensated Absences	0	0
2025 Prepaid Services	0	
2030 Deposits	0	0
2050 Prepaid Tax Revenue	0	
2055 Deferred Inflows - Property Taxes	923,939	
2060 Payroll Tax Payable		0
2061 Federal W / H Tax Payable	0	0
2062 Social Security Tax Payable	0	0
2063 Medicare Tax Payable	0	0
2064 MO State W / H Tax Payable	0	1,933
Total 2060 Payroll Tax Payable	0	1,933
2070 Payroll Clearing		
2071 AFLAC Pre-tax W / H	0	366
2072 AFLAC Post-tax W / H	0	(1)
2073 Vision Insurance W / H	0	(110)
2074 Health Insurance W / H	0	28
2075 Dental Insurance W / H	0	(115)

2076 Savings W / H		0
2078 Misc W / H		100
2079 Other W / H		0
Total 2070 Payroll Clearing	0	267
2090 Deferred Inflows		1,595
Total 2000 Current Liabilities	944,588	3,795
Total Other Current Liabilities	944,588	3,795
Total Current Liabilities	949,082	8,136
Total Liabilities	949,082	8,136
Equity		
3000 Restricted SB 40 Tax Fund Balances		
3001 Operational	0	
3005 Operational Reserves	233,296	
3010 Transportation	48,970	
3015 New Programs	0	
3030 Special Needs	0	
3040 Sheltered Workshop	96,085	
3045 Traditional Medicaid Match	0	
3050 Partnership for Hope Match	3,673	
3055 Building/Remodeling/Expansion	0	
3065 Legal	0	
3070 TCM	30,071	
3075 Community Resource	0	
Total 3000 Restricted SB 40 Tax Fund Balances	412,096	0
3500 Restricted Services Fund Balances		
3501 Operational		27,314
3505 Operational Reserves		200,000
3510 Transportation		0
3515 New Programs		0
3530 Special Needs		0
3550 Partnership for Hope Match		0
3555 Building/Remodeling/Expansion		42,936
3560 Sponsorships		0
3565 Legal		0
3575 Community Resources		5,000
3599 Other		677,104
Total 3500 Restricted Services Fund Balances	0	952,353
3900 Unrestricted Fund Balances	1,204	2
3950 Prior Period Adjustment	0	0
3999 Clearing Account	126,576	47,610
Net Income	797,367	49,410
Total Equity	1,337,243	1,049,376
TOTAL LIABILITIES AND EQUITY	2,286,325	1,057,512

Statement of Cash Flows

January 2019

	SB 40 Tax	Services
OPERATING ACTIVITIES		
Net Income	797,367	49,410
Adjustments to reconcile Net Income to Net Cash provided by operations:		
1210 Services:Medicaid Direct Service		3,741
1215 Services:Non-Medicaid Direct Service		2,022
1455 Prepaid Expenses:Prepaid-Insurance		1,822
1525 Fixed Assets:Accumulated Depreciation - 100 Third Street		898
1526 Fixed Assets:Accumulated Depreciation - Keystone		341
1535 Fixed Assets:Acc Dep - Remodeling - 100 Third Street		550
1536 Fixed Assets:Acc Dep - Remodeling - Keystone		386
1545 Fixed Assets:Accumulated Depreciation - Equipment		475
1900 Accounts Payable	(6,929)	(9,360)
2007 Current Liabilities:Non-Medicaid Payable	(2,022)	
2050 Current Liabilities:Prepaid Tax Revenue	(126,447)	
2061 Current Liabilities:Payroll Tax Payable:Federal W / H Tax Payable		0
2062 Current Liabilities:Payroll Tax Payable:Social Security Tax Payable		0
2063 Current Liabilities:Payroll Tax Payable:Medicare Tax Payable		0
2064 Current Liabilities:Payroll Tax Payable:MO State W / H Tax Payable		(111)
2071 Current Liabilities:Payroll Clearing:AFLAC Pre-tax W / H		(860)
2072 Current Liabilities:Payroll Clearing:AFLAC Post-tax W / H		(163)
2073 Current Liabilities:Payroll Clearing:Vision Insurance W / H		(7)
2075 Current Liabilities:Payroll Clearing:Dental Insurance W / H		(36)
2076 Current Liabilities:Payroll Clearing:Savings W / H		0
2078 Current Liabilities:Payroll Clearing:Misc W / H		271
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(135,397)	(32)
Net cash provided by operating activities	661,970	49,379
INVESTING ACTIVITIES		
1530 Fixed Assets:100 Third Street Remodeling		(5,200)
1540 Fixed Assets:Equipment		(1,526)
Net cash provided by investing activities	0	(6,726)
FINANCING ACTIVITIES		
3005 Restricted SB 40 Tax Fund Balances:Operational Reserves	3,980	
3010 Restricted SB 40 Tax Fund Balances:Transportation	43,483	
3015 Restricted SB 40 Tax Fund Balances:New Programs	(10,030)	
3040 Restricted SB 40 Tax Fund Balances:Sheltered Workshop	46,489	
3050 Restricted SB 40 Tax Fund Balances:Partnership for Hope Match	(928)	
3070 Restricted SB 40 Tax Fund Balances:TCM	30,071	
3501 Restricted Services Fund Balances:Operational		27,314
3555 Restricted Services Fund Balances:Building/Remodeling/Expansion		26,944
3565 Restricted Services Fund Balances:Legal		(6,166)
3575 Restricted Services Fund Balances:Community Resources		5,000
3599 Restricted Services Fund Balances:Other		4,076
3900 Unrestricted Fund Balances	(152,167)	33,426
3999 Clearing Account	34,775	(90,595)

Net cash provided by financing activities	(4,327)	0
Net cash increase for period	657,643	42,653
Cash at beginning of period	578,167	217,690
Cash at end of period	1,235,810	260,343

Check Detail

January 2019

SB 40 Tax - Bank of Sullivan

Date	Transaction Type	Num	Name	Amount
01/04/2019	Bill Payment (Check)	5094	Lake Area Industries	(745.81)
01/04/2019	Bill Payment (Check)	5095	Camden County Senate Bill 40 Board	(22,671.36)
01/04/2019	Bill Payment (Check)	5096	Lake Area Industries	(2,950.00)
01/04/2019	Bill Payment (Check)	5098	Rodeway Inn	(199.00)
01/07/2019	Bill Payment (Check)	5099	Rodeway Inn	(199.00)
01/11/2019	Bill Payment (Check)	5100	OATS, Inc.	(5,943.50)
01/11/2019	Bill Payment (Check)	5101	Missouri Ozarks Community Action, Inc.	(325.00)
01/11/2019	Bill Payment (Check)	5102	Peak Sport and Spine	(235.00)
01/11/2019	Bill Payment (Check)	5103	Skillset LLC	(1,223.25)
01/11/2019	Bill Payment (Check)	5104	Childrens Learning Center	(12,881.68)
01/11/2019	Bill Payment (Check)	5105	Lake Area Industries	(12,842.57)
01/17/2019	Bill Payment (Check)	5106	Brookview Apartments of Camdenton	(100.00)
01/17/2019	Bill Payment (Check)	5107	Camden Manors, Inc.	(100.00)
01/17/2019	Bill Payment (Check)	5108	Camdenton Apartments dba Lauren's Place	(270.00)
01/17/2019	Bill Payment (Check)	5109	David A Schlenfort	(678.00)
01/17/2019	Bill Payment (Check)	5110	DMH Local Tax Matching Fund	(4,326.95)
01/17/2019	Bill Payment (Check)	5111	Glen Donnach, LLC	(100.00)
01/17/2019	Bill Payment (Check)	5112	Kyle LaBrue	(962.00)
01/17/2019	Bill Payment (Check)	5114	MO HealthNet	(40.00)
01/17/2019	Bill Payment (Check)	5115	Revelation Construction & Development, LLC	(781.00)
01/17/2019	Bill Payment (Check)	5116	Steve Weisenfelder	(678.00)
01/17/2019	Bill Payment (Check)	5117	Twenter Properties	(100.00)
01/17/2019	Bill Payment (Check)	5118	Brookview Apartments of Camdenton	(100.00)
01/17/2019	Bill Payment (Check)	5119	Camden Manors, Inc.	(100.00)
01/17/2019	Bill Payment (Check)	5120	Camdenton Apartments dba Lauren's Place	(264.00)
01/17/2019	Bill Payment (Check)	5121	David A Schlenfort	(317.00)
01/17/2019	Bill Payment (Check)	5122	MO HealthNet	(238.00)
01/17/2019	Bill Payment (Check)	5123	Revelation Construction & Development, LLC	(403.00)
01/17/2019	Bill Payment (Check)	5124	Twenter Properties	(100.00)
01/17/2019	Bill Payment (Check)	5125	Brookview Apartments of Camdenton	(100.00)
01/17/2019	Bill Payment (Check)	5126	Camdenton Apartments dba Lauren's Place	(115.00)
01/17/2019	Bill Payment (Check)	5127	MO HealthNet	(390.00)
01/17/2019	Bill Payment (Check)	5128	Revelation Construction & Development, LLC	(683.00)
01/17/2019	Bill Payment (Check)	5129	Camdenton Apartments dba Lauren's Place	(15.00)

01/17/2019	Bill Payment (Check)	5130	MO HealthNet	(16.00)
01/17/2019	Bill Payment (Check)	5131	Revelation Construction & Development, LLC	(735.00)
01/17/2019	Bill Payment (Check)	5132	Camdenton Apartments dba Lauren's Place	(15.00)
01/17/2019	Bill Payment (Check)	5133	MO HealthNet	(40.00)
01/17/2019	Bill Payment (Check)	5134	Camdenton Apartments dba Lauren's Place	(15.00)
01/17/2019	Bill Payment (Check)	5135	MO HealthNet	(152.00)
01/17/2019	Bill Payment (Check)	5136	MO HealthNet	(168.00)
01/17/2019	Bill Payment (Check)	5137	MO HealthNet	(233.00)
01/17/2019	Bill Payment (Check)	5138	MO HealthNet	(299.00)
01/17/2019	Bill Payment (Check)	5139	MO HealthNet	(552.00)
01/17/2019	Bill Payment (Check)	5140	MO HealthNet	(621.00)
01/17/2019	Bill Payment (Check)	5141	MO HealthNet	(904.00)
01/17/2019	Bill Payment (Check)	5142	MO HealthNet	(643.00)
01/17/2019	Bill Payment (Check)	5143	MO HealthNet	(643.00)
01/17/2019	Bill Payment (Check)	5144	MO HealthNet	(260.00)
01/18/2019	Bill Payment (Check)	5145	MO HealthNet	(292.00)
01/24/2019	Bill Payment (Check)	5146	Revelation Construction & Development, LLC	(191.00)
01/25/2019	Bill Payment (Check)	5147	MO HealthNet	(20.00)
01/25/2019	Bill Payment (Check)	5148	MO HealthNet	(40.00)
01/25/2019	Bill Payment (Check)	5149	MO HealthNet	(194.00)
01/25/2019	Bill Payment (Check)	5150	MO HealthNet	(436.00)
01/29/2019	Bill Payment (Check)	5151	Maryann VanCleave	(846.00)
01/29/2019	Bill Payment (Check)	5152	James D Cramer	(316.00)
01/29/2019	Bill Payment (Check)	5153	James D Cramer	(316.00)

Services Account - Bank of Sullivan

Date	Transaction Type	Num	Name	Amount
01/04/2019	Bill Payment (Check)	1094	Direct Service Works	(795.00)
01/04/2019	Bill Payment (Check)	1095	Camden County PWSD #2	(53.67)
01/04/2019	Bill Payment (Check)	1096	Jessica N. North	(55.00)
01/08/2019	Bill Payment (Check)	1097	Naught-Naught Agency	(9,126.00)
01/11/2019	Bill Payment (Check)	1098	Evers & Company, CPA's, L.L.C.	(3,920.00)
01/11/2019	Bill Payment (Check)	1099	Jami Weisenborn	(66.93)
01/11/2019	Bill Payment (Check)	1100	US Department of Education - Tracking # 1017780285	(517.74)
01/11/2019	Bill Payment (Check)	1101	Ameren Missouri	(277.66)
01/11/2019	Bill Payment (Check)	1102	Jessica N. North	(110.00)
01/11/2019	Bill Payment (Check)	1103	LaCledde Electric Cooperative	(450.58)
01/11/2019	Bill Payment (Check)	1104	Aflac	(950.26)
01/11/2019	Bill Payment (Check)	1105	AT&T	(83.55)
01/11/2019	Bill Payment (Check)	1106	Lake Area Chamber of Commerce	(100.00)
01/11/2019	Bill Payment (Check)	1107	Lakeside Office Supply	(139.00)
01/11/2019	Bill Payment (Check)	1108	Refills Ink	(104.98)
01/11/2019	Bill Payment (Check)	1109	Conaway Contracting	(5,200.00)
01/11/2019	Bill Payment (Check)	1110	Linda Simms	(1,313.68)
01/11/2019	Bill Payment (Check)	1111	Cynthia Brown	(104.08)
01/11/2019	Bill Payment (Check)	1113	Missouri Dept of Revenue	(2,071.00)

01/11/2019	Expense	152608	Shellie L Andrews	(340.03)
01/11/2019	Expense	152609	Connie L Baker	(996.58)
01/11/2019	Expense	152610	Rachel K Baskerville	(1,150.41)
01/11/2019	Expense	152611	Myrna Blaine	(1,543.48)
01/11/2019	Expense	152612	Jeanna K Booth	(1,162.40)
01/11/2019	Expense	152613	Cynthia Brown	(1,118.15)
01/11/2019	Expense	152614	Lori Cornwell	(1,040.61)
01/11/2019	Expense	152615	Linda Gifford	(908.60)
01/11/2019	Expense	152616	Sharla Howard	(928.14)
01/11/2019	Expense	152617	Ryan Johnson	(1,100.29)
01/11/2019	Expense	152618	Jennifer Lyon	(1,062.66)
01/11/2019	Expense	152619	Annie Meyer	(761.03)
01/11/2019	Expense	152620	Lisa D Patrick	(944.60)
01/11/2019	Expense	152621	Mary P Petersen	(1,055.36)
01/11/2019	Expense	152622	Sylvia M Santon	(787.85)
01/11/2019	Expense	152623	Eddie L Thomas	(2,413.36)
01/11/2019	Expense	152624	Marcie L. Vansyoc	(1,476.06)
01/11/2019	Expense	152625	Jami Weisenborn	(1,138.51)
01/11/2019	Expense	152626	Nicole M Whittle	(1,117.41)
01/11/2019	Expense	01/11/2019	Internal Revenue Service	(6,249.04)
01/11/2019	Expense	01/11/2019	Edward Jones	(100.00)
01/18/2019	Bill Payment (Check)	1114	All American Termite & Pest Control	(155.00)
01/18/2019	Bill Payment (Check)	1115	AT&T TeleConference Services	(19.54)
01/18/2019	Bill Payment (Check)	1116	Bryan Cave LLP	(455.00)
01/18/2019	Bill Payment (Check)	1117	City Of Camdenton	(56.93)
01/18/2019	Bill Payment (Check)	1118	Electronic Solutions of Lebanon	(1,525.75)
01/18/2019	Bill Payment (Check)	1119	Ezard's, Inc.	(1,356.26)
01/18/2019	Bill Payment (Check)	1120	Kee IT Solutions LLC	(235.00)
01/18/2019	Bill Payment (Check)	1121	Lake Area Industries	(50.00)
01/18/2019	Bill Payment (Check)	1122	Lake Regional Occupational Medicine Clinic	(48.00)
01/18/2019	Bill Payment (Check)	1123	Office Business Equipment	(91.96)
01/18/2019	Bill Payment (Check)	1124	MACDDS	(5,556.54)
01/18/2019	Bill Payment (Check)	1125	Bankcard Center	(1,189.37)
01/18/2019	Bill Payment (Check)	1126	Scott's Heating & Air	(258.00)
01/18/2019	Bill Payment (Check)	1127	Lake Sun Leader	(94.50)
01/18/2019	Bill Payment (Check)	1128	Mo Consolidated Health Care	(15,238.12)
01/25/2019	Expense	152628	Shellie L Andrews	(1,053.20)
01/25/2019	Expense	152629	Connie L Baker	(1,103.63)
01/25/2019	Expense	152630	Rachel K Baskerville	(1,203.64)
01/25/2019	Expense	152631	Myrna Blaine	(1,656.62)
01/25/2019	Expense	152632	Jeanna K Booth	(1,239.20)
01/25/2019	Expense	152633	Cynthia Brown	(1,112.39)
01/25/2019	Expense	152634	Lori Cornwell	(1,196.54)
01/25/2019	Expense	152635	Linda Gifford	(919.04)
01/25/2019	Expense	152636	Sharla Howard	(522.19)
01/25/2019	Expense	152637	Ryan Johnson	(1,140.87)

01/25/2019	Expense	152638	Jennifer Lyon	(1,131.80)
01/25/2019	Expense	152639	Annie Meyer	(1,189.44)
01/25/2019	Expense	152640	Lisa D Patrick	(1,102.69)
01/25/2019	Expense	152641	Mary P Petersen	(1,078.72)
01/25/2019	Expense	152642	Sylvia M Santon	(816.26)
01/25/2019	Expense	152643	Eddie L Thomas	(2,539.13)
01/25/2019	Expense	152644	Marcie L. Vansyoc	(1,568.14)
01/25/2019	Expense	152645	Jami Weisenborn	(1,237.91)
01/25/2019	Expense	152646	Nicole M Whittle	(1,174.49)
01/25/2019	Bill Payment (Check)	1129	Lorraine Schleigh	(70.00)
01/25/2019	Bill Payment (Check)	1130	CNA Surety	(359.00)
01/25/2019	Bill Payment (Check)	1131	All Seasons Services	(125.00)
01/25/2019	Bill Payment (Check)	1132	Jessica N. North	(110.00)
01/25/2019	Bill Payment (Check)	1133	Principal Life Ins	(274.56)
01/25/2019	Bill Payment (Check)	1134	Staples Advantage	(317.88)
01/25/2019	Bill Payment (Check)	1135	Annie Meyer	(136.97)
01/25/2019	Bill Payment (Check)	1136	Delta Dental of Missouri	(464.10)
01/25/2019	Bill Payment (Check)	1137	Linda Simms	(1,419.91)
01/25/2019	Bill Payment (Check)	1138	Summit Natural Gas of Missouri, Inc.	(407.95)
01/25/2019	Bill Payment (Check)	1140	Charter Business	(539.88)
01/25/2019	Expense	01/25/2019	Edward Jones	(100.00)
01/25/2019	Expense	01/25/2019	Internal Revenue Service	(6,668.25)
01/31/2019	Expense	01/31/2019	Lagers	(4,285.87)

Services Account - Oak Star Bank (Formerly 1st Nat'l Bank)

Date	Transaction Type	Num	Name	Amount
01/25/2019	Expense	01/25/2019	First National Bank	(25.00)
01/25/2019	Expense	01/28/2019	First National Bank	0.00

December 2018
Credit Card Statement

CENTRAL BANK

BL ACCT 00000256-10000000
CAMDEN CO DD RES
Account Number: #### #### #### 5386
Page 1 of 4



SCORECARD Bonus Points Available 14,521

Account Summary

Billing Cycle 01/04/2019
Days In Billing Cycle 31
Previous Balance \$1,871.83
Purchases + \$1,189.37
Cash + \$0.00
Balance Transfers + \$0.00
Special + \$0.00
Credits - \$0.00
Payments - \$1,871.83-
Other Charges + \$0.00
Finance Charges + \$0.00

NEW BALANCE \$1,189.37

Credit Summary

Total Credit Line \$10,000.00
Available Credit Line \$8,810.63
Available Cash \$6,000.00
Amount Over Credit Line \$0.00
Amount Past Due \$0.00
Disputed Amount \$0.00

Account Inquiries

Call us at: (800) 445-9272
Lost or Stolen Card: (866) 839-3485

Go to www.bankcardcenter.net

Write us at PO BOX 779, JEFFERSON CTY, MO 65102-0779

Payment Summary

NEW BALANCE \$1,189.37
MINIMUM PAYMENT \$36.00
PAYMENT DUE DATE 02/02/2019

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Corporate Activity

TOTAL CORPORATE ACTIVITY				\$1,871.83-
Trans Date	Post Date	Reference Number	Transaction Description	Amount
12/24	12/24	00501136	PAYMENT - THANK YOU	\$1,871.83-

Important Information About Your Account

SCOREMORE BONUS POINTS THIS YEAR!!! YOUR REWARDS CARD GIVES YOU MORE BONUS POINTS - 2X, 3X, 4X OR MORE - THROUGH OUR SCOREMORE MALL. SCOREMORE IS A FEATURE OF SCORECARD REWARDS THAT ALLOWS YOU TO EARN ADDITIONAL BONUS POINTS AT PARTICIPATING RETAILERS ONLINE AND IN STORES. VISIT WWW.BANKCARDCENTER.NET TODAY FOR MORE DETAILS!

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

CENTRAL BANK
PO BOX 779
JEFFERSON CTY MO 65102-0779

Account Number
5386

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date 01/04/19
New Balance \$1,189.37
Total Minimum Payment Due \$36.00
Payment Due Date 02/02/19

\$

BL ACCT 00000256-10000000
CAMDEN CO DD RES
PO BOX 722
CAMDENTON MO 65020-0722



MAKE CHECK PAYABLE TO:

BANKCARD SERVICES
PO BOX 8000
JEFFERSON CTY MO 65102-8000

5475780000055386 00003600 00118937



BL ACCT 00000256-10000000

CAMDEN CO DD RES

Account Number: ##### 5386

Page 3 of 4

Cardholder Account Summary				
MYRNA BLAINE ##### 6176	Payments & Other Credits \$0.00	Purchases & Other Charges \$515.37	Cash Advances \$0.00	Total Activity \$515.37

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/19	12/21	PBUS01	05436848354100091480314	OFFICEMAX/OFFICEDEPT#6 800-463-3768 KS	\$54.79 ✓
12/28	12/28	PBUS01	15270218362000006003728	MSFT * E010078SIE MSBILL.INFO WA	\$400.00 ✓
12/28	12/30	PBUS01	05436848363400041490234	WM SUPERCENTER #89 CAMDENTON MO	\$21.78 ✓
01/02	01/03	PBUS01	25140529003000013200012	TAQUERIA LA TAPATIA OSAGE BEACH MO	\$38.80 ✓

Cardholder Account Summary				
EDDIE THOMAS ##### 0953	Payments & Other Credits \$0.00	Purchases & Other Charges \$117.72	Cash Advances \$0.00	Total Activity \$117.72

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/05	12/05	PBUS01	55432868339200273073007	INTUIT *QB ONLINE 800-286-6800 CA	\$60.00 ✓
12/14	12/16	PBUS01	05436848349400047683278	WM SUPERCENTER #89 CAMDENTON MO	\$35.76 ✓
12/20	12/23	PBUS01	05140488355710030619359	WOODS MARKET 2068 OSAGE BEACH MO	\$21.96 ✓

Cardholder Account Summary				
LINDA SIMMS ##### 0961	Payments & Other Credits \$0.00	Purchases & Other Charges \$381.27	Cash Advances \$0.00	Total Activity \$381.27

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/03	12/05	PBUS01	05140488338710026704365	WOODS MARKET 2068 OSAGE BEACH MO	\$19.56 ✓
12/14	12/16	PBUS01	25140528349000010500195	EZARDS ACE HARDWARE OSAGE BEACH MO	\$74.99 ✓
12/15	12/17	PBUS01	55310208350708210048890	ASTOR CROWNE PLAZA NEW NEW ORLEANS LA 25657986 ARRIVAL 12/09/18 DEPART 12/15/18	\$196.69 ✓
12/16	12/17	PBUS01	05436848351400049308937	WM SUPERCENTER #89 CAMDENTON MO	\$11.96 ✓
12/20	12/23	PBUS01	05140488355710030619342	WOODS MARKET 2068 OSAGE BEACH MO	\$9.08 ✓
01/03	01/04	PBUS01	55432869003200979302869	VISTAPR*VistaPrint.com 866-8936743 MA	\$68.99 ✓

Cardholder Account Summary				
CONNIE L BAKER ##### 1859	Payments & Other Credits \$0.00	Purchases & Other Charges \$175.01	Cash Advances \$0.00	Total Activity \$175.01

Cardholder Account Detail					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
12/17	12/18	PBUS01	05436848352400051750272	WM SUPERCENTER #89 CAMDENTON MO	\$12.68 ✓
12/17	12/18	PBUS01	05410198352255216860782	SUBWAY 03380458 CAMDENTON MO	\$30.94 ✓
12/18	12/19	PBUS01	05436848353400052694320	WM SUPERCENTER #815 OSAGE BEACH MO	\$36.08 ✓
12/19	12/20	PBUS01	25536068354102007025078	BIG O 4813 CAMDENTON MO	\$12.00 ✓
12/27	12/28	PBUS01	15449858362212380241654	MO DMV JEFFERSON CIT MO	\$76.61 ✓
01/03	01/04	PBUS01	05436849004000354739665	USPS PO 2812420020 CAMDENTON MO	\$6.70 ✓

Office DEPOT. OfficeMax®

Order Number: 249069043-001
Order Placed: 12/18/2018
Tracking #: 249069043-001
Status: Delivered
Order Placed By: MYRNA@CCDDR.ORG



Processing



Shipped



Delivered

Payment Method

Debit/Credit Card
(CARD-MC-6176)
*****6176
Amount: \$54.79

Billing Address

MYRNA BLAINE
100 3RD ST
PO BOX 722
CAMDENTON, MO
65020
(573) 289 - 8598


Shipping Address

MYRNA BLAINE
100 3RD ST
PO BOX 722
CAMDENTON, MO
65020
MYRNA@CCDDR.ORG

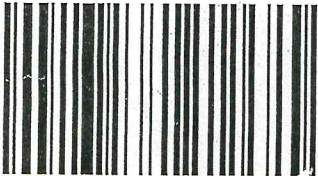
Rewards

LEARN MORE

Comments:

Item Description	Qty	Shipped	Price	Total	Reorder
 Lorell® Laminate Universal Keyboard Tray, Cherry Item # 275619 Review This Product	1	1	\$54.79 /each	\$54.79	Out of Stock

Scan this code for Order Details.



249069043001

Subtotal: \$54.79
Delivery Fee: \$0.00
Tax Exempt Taxes: \$0.00

Total: \$54.79



Invoice

December 2018
Invoice Date: 12/27/2018
Invoice Number: E010078SIE
Due Date: 01/26/2019

400.00 USD

Sold-To
Camden County Developmental Disability Resources
100 Third St.
P.O. Box 722
Camdenton MO 65020
United States

Bill-To
Camden County Developmental Disability Resources
100 Third St.
P.O. Box 722
Camdenton MO 65020
United States

Service Usage Address
Camden County Developmental Disability Resources
100 Third St.
P.O. Box 722
Camdenton MO 65020
United States

Order Details

Product: Online Services
Customer PO Number:
Order Number: dfd50987-a0e6-4f45-99b5-eac21ebdb614
Billing Period: 11/27/2018 - 12/26/2018
Payment Terms: Net 30
Due Date: 01/26/2019

Billing Summary

Charges: 400.00
Discounts: 0.00
Credits: 0.00
Tax: 0.00
Total: **400.00**

Payment Instructions

Please DO NOT PAY. You will be charged the amount due through your selected method of payment.

Billing or service question? Call 1-800-865-9408 or visit <https://aka.ms/Office365Billing>.

Microsoft Corporation, One Microsoft Way Redmond, WA 98052 United States
US FEIN 91-1144442

Cops for
Shelley's Computer

See back of receipt for your chance
to win \$1000 ID #:7M5RTHZ2PX

Walmart *

573-346-3588 Mgr: PAUL GARDNER
94 CECIL ST

CAMDENTON MD 65020

ST# 00089	OP# 004810	TE# 04	TR# 06331
CAT6 CABLE	068113101157		5.97 0
LOTION	068113124875		2.93 0
LOTION	068113124875		2.93 0
** VOIDED ENTRY **			
LOTION	068113124875		2.93-0
VGA CABLE	068113122857		12.88 0
	SUBTOTAL		21.78
	TOTAL		21.78
	MCARD TEND		21.78

MasterCard- 6176 I 21 APPR#61530E

REF # 1042000314

AID A0000000041010

TC 2A7FD533474C966E

TERMINAL # SC010155

*NO SIGNATURE REQUIRED

12/28/18 10:41:56

CHANGE DUE 0.00

ITEMS SOLD 3

TC# 8669 8414 4179 5553 2787



WATCH FOR FREE | **OVER 6,000 MOVIES & TV**

Only at Vudu.com/WatchFree



12/28/18 10:42:10

CUSTOMER COPY

Scan with Walmart app to save receipts



1-2-19
WORKING
FOR
MYRNA, ED, MARCIE
JEANNA, LINDA

TAQUERIA LA TAPATIA
5838 OSAGE BEACH PARKWAY
OSAGE BEACH, MO 65065
(573)434-9940

Merchant ID: 6600 Store #: 1001
Term #: 1001 Ref #: 0001
Server ID: 1

Sale

XXXXXXXXXXXX6176
MASTERCARD

Entry Method: Chip

Amount: \$
Tip:

38.80

Total:

01/02/19 11:57:22
Inv #: 000001 Appr Code: 67225E
Transaction ID: 0102MCF3990X
Apprvd: Online Batch#: 000032

MasterCard

AID: A0000000041010
TSI: 6800
TVR: 0000000000

Customer Copy

THANK YOU!

- Company ID: 4642 4099 5
- QuickBooks Subscription status: Subscribed

\$ 60.00

Plan details: QuickBooks Plus:

\$50.00 / month

Acct.
5567

PRICE
INCREASED

Next Charge: 10/04/2017

Payment method

MasterCard ending 0961 expires 11/18 Edit

Ed -
Purchase Box for
Storage Box for
Old Records

See back of receipt for your chance
to win \$1000 ID #:7M5QCHZ042

Walmart*

573-346-3588 Mer:PAUL GARDNER
94 CECIL ST
CAMDENTON MD 65020

ST# 00089 DP# 004842 TE# 09 TR# 03856
STORAGE BOX 004385952678 17.88 0
STORAGE BDX 004385952678 17.88 0
SUBTOTAL 35.76
TOTAL 35.76
MCARD TEND 35.76

MasterCard- 0953 I 22 APPR#61311E

REF # 1042000314
AID A0000000041010
TC 112DA77FA930C732
TERMINAL # SC010765

*NO SIGNATURE REQUIRED

12/14/18 14:11:34

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 7633 0956 3324 6768 4292



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FOR FREE MOVIES & TV**

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12/14/18 14:11:43

CUSTOMER COPY

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LAMI MEETING

OSAGE BEACH, MO 665065
(573) 348-2591
VISIT US AT
WOODSSUPERMARKET.COM
Store:2068

Cashier: Ronda

12/20/18 08:16:09

BEGIN DUPLICATE RECEIPT
Store:2068

Cashier: Ronda

12/20/18 08:14:17

Woods Reward Card 49663171648

GROCERY

Mccafe Espresso 4300007042	8.89	TF
=> 5.99 Reward Card Price	-2.90	TF
Mccafe Espresso 4300007042	8.89	TF
=> 5.99 Reward Card Price	-2.90	TF
TAX EXEMPT SLIP 999900	.00	TF

BAKERY

CI Choc Krh Dip 2033729407	3.99	TF
Variety Donuts 2033728306	5.99	TF
SUBTOTAL	21.96	
TOTAL TAX	.00	

TOTAL 21.96

MasterCard TENDER	21.96
Acct:xxxxxxxxxxxx0953	
APPRVL CODE 65420E	
Cash CHANGE	.00

NUMBER OF ITEMS 5

EXEMPT TAX ID 01	
T1 ITEM VALUE EXEMPTED	21.96
T1 TAX EXEMPTED	.98
T2 ITEM VALUE EXEMPTED	.00
T2 TAX EXEMPTED	.00
T3 ITEM VALUE EXEMPTED	.00
T3 TAX EXEMPTED	.00
T4 ITEM VALUE EXEMPTED	.00
T4 TAX EXEMPTED	.00

Sale Savings 5.80

You Saved a Total of: 5.80
That is a Savings of: 20%

Trx:7 Term:7 Store:2068 08:15:49

THANK YOU FOR SHOPPING AT WOODS!

ANNA STORE MANAGER
END DUPLICATE RECEIPT



ICE
CLIENT
CHRISTMAS PARTY

OSAGE BEACH, MO 665065
(573) 348-2591
VISIT US AT
WOODSSUPERMARKET.COM
Store:2068

Cashier: MARY

12/03/18

15:16:30

Woods Reward Card 49663172267

FROZEN

4 @ 1/ 4.89

Arctic Ice 20 Lb 3320 19.56 TF

SUBTOTAL 19.56

TOTAL TAX .00

TOTAL 19.56

MasterCard TENDER 19.56

Acct:xxxxxxxxxxxx0961

APPRVL CODE 67344E

Cash CHANGE .00

NUMBER OF ITEMS 4

EXEMPT TAX ID 2	
T1 ITEM VALUE EXEMPTED	19.56
T1 TAX EXEMPTED	.88
T2 ITEM VALUE EXEMPTED	.00
T2 TAX EXEMPTED	.00
T3 ITEM VALUE EXEMPTED	.00
T3 TAX EXEMPTED	.00
T4 ITEM VALUE EXEMPTED	.00
T4 TAX EXEMPTED	.00

Trx:231 Term:7 Store:2068 15:17:20

THANK YOU FOR SHOPPING AT WOODS!

ANDRA, STORE MANAGER

YOUR FEEDBACK MATTERS TO WOODS
WIN \$100 - 2 prizes every month
Tell us about this visit!

www.woodsfeedback.com
or Toll-Free 1-866-203-1995

SURVEY CODE:
2 13 200 2068 0007 0231

Valid for 5 days from visit
Woods Reward Card:

EZARDS ACE HARDWARE
5816 OSAGE BEACH PARKWAY
OSAGE BEACH, MO 65065
(573)348-2921

6' LADDER
OB OFFICE
TO CHANGE LIGHT
BULBS

ACE

Merchant ID: 3390 Store #: 1001
Term #: 1001 Ref #: 0019

Sale

XXXXXXXXXXXX0961

TR: MASTERCARD Entry Method: Chip

Total: \$ 74.99

ACE
12/14/18
120041
LADDER

12/14/18 12:58:09
Inv #: 000019 Appr Code: 68095E
Transaction ID: 1214MCBCV7KNS
Apprvd: Online Batch#: 000005

SUB-TOT

MasterCard
AID: A0000000041010
ISS: 6800
LVR: 000000000000

=>> JI

mer Copy

THK YOU!

LLJ



CROWNE PLAZA®
NEW ORLEANS FRENCH QUARTER

12-15-18

Linda Simms Po Box 722 Camdenton MO 65020-0722 Unknown	Folio No. :	1171051	Room No. :	0305
	A/R Number :		Arrival :	12-09-18
	Group Code :		Departure :	12-15-18
	Company :		Conf. No. :	21849811
	Membership No. :	PC 188371795	Rate Code :	IGCOR
	Invoice No. :		Page No. :	2 of 2

Date	Description	Charges	Credits
------	-------------	---------	---------

12-15-18	MasterCard	XXXXXXXXXXXX0961	196.69
----------	------------	------------------	--------

Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - www.ihg.com/reviews. We look forward to welcoming you back soon.

Total	789.62	789.62
Balance	0.00	

*If applicable, by signing the line below, you agree to a \$200.00 cleaning fee for smoking in a Non-Smoking room.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Dear Valued Guest: In the near future you may receive a **Heartbeat Email Survey** from Intercontinental Hotels Group (IHG). We ask that you please complete the survey and remember that a "10" rating means that your stay was enjoyable. If you enjoyed your stay, please give us a "10" rating. If your stay was less than enjoyable, please contact a member of our Management Team prior to completing the Heartbeat Survey.

TAWAIB DRIVE
OB OFFICE

See back of receipt for your chance
to win \$1000 ID #:7M5UKKZ5L7



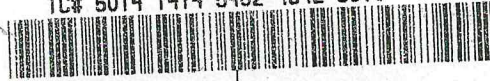
573-346-3588 Mgr: PAUL GARDNER
94 CECIL ST
CAMDENTON MO 65020

ST# 00089 OP# 003585 TE# 03 TR# 08883
32G USB DRIV 061965909416 11.96 0
SUBTOTAL 11.96
TOTAL 11.96
MCARD TEND 11.96

MasterCard- 0961 I 22 APPR#64077E
REF # 1042000314
AID A0000000041010
TC 92F5F27FF656CD22
TERMINAL # SC011024
*NO SIGNATURE REQUIRED

12/16/18 11:04:06
CHANGE DUE 0.00
ITEMS SOLD 1

TC# 5014 1474 5402 4842 5010



WATCH OVER 6,000
FOR FREE MOVIES & TV

Only at Vudu.com/WatchFree



12/16/18 11:04:29

CUSTOMER COPY

Scan with Walmart app to save receipts



Office
Supplies
12-20-19



OSAGE BEACH, MO 665065
(573) 348-2591
VISIT US AT
WOODSSUPERMARKET.COM
Store:2068

Cashier: Ronda

12/20/18 08:13:52

BEGIN DUPLICATE RECEIPT
Store:2068

Cashier: Ronda

12/20/18 08:12:15

GROCERY

Angel Sft Wht D 3040077377 7.29 T
TAX EXEMPT SLIP 999900 .00 TF

HBA

Bst Ch Cfe Fltr 7003858769 1.79 T
SUBTOTAL 9.08
TOTAL TAX .00

TOTAL 9.08

MasterCard TENDER 9.08

Acct:xxxxxxxxxxxx0961

APPRVL CODE 63074E

Cash CHANGE .00

NUMBER OF ITEMS 3

EXEMPT TAX ID 01
T1 ITEM VALUE EXEMPTED .00
T1 TAX EXEMPTED .00
T2 ITEM VALUE EXEMPTED 9.08
T2 TAX EXEMPTED .68
T3 ITEM VALUE EXEMPTED .00
T3 TAX EXEMPTED .00
T4 ITEM VALUE EXEMPTED .00
T4 TAX EXEMPTED .00

Trx:5 Term:7 Store:2068 08:13:15

THANK YOU FOR SHOPPING AT WOODS!

ANDRA, STORE MANAGER
END DUPLICATE RECEIPT

My Account / Order History / **Order Details**

Account # 7761-2960-4546

Order Details | Order # 3R50N-45A83-6P0

*BUSINESS CARDS
NEW SC SHELLIE
SYLVIA & LONNIE*

Order Total

Product Total \$60.00

Shipping & Processing
Standard - Est. Arrival Jan 10 \$8.99

Sales Tax \$0.00

You Paid: **\$68.99**

3 Item(s)

Cancel Items Res:



Standard Business Cards

Shellie Andrews

Status: **Processing**

Qty 500

[Edit Your Design](#)

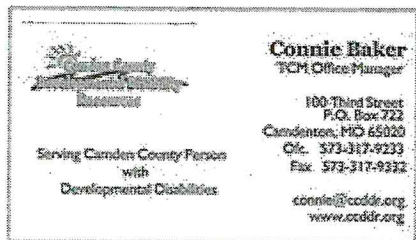
[Show Selected Options](#)

Base Price \$20.00

Blank Back Side INCLUDED

Matte INCLUDED

Item Total * **\$20.00**



Business cards - standard matte

Connie Baker

Status: **Processing**

Qty 500

[Edit Your Design](#)

Base Price \$20.00

Item Total * **\$20.00**

Connie's card

Dec - Board Meeting

Subway#38045-0 Phone 573-346-1200

Wal-Mart #89, 94 Cecil Drive
Camdenton, Missouri, 65020

Served by: 64 12/17/2018 3:37:00 pm

Term ID-Trans# 1/A-145742

Qty	Size	Item	Price
2		FtLong Faves	9.98
2	12"	-Veggie Delite Sub	
2		FtLong Faves	9.98
2	12"	-Cold Cut Combo Sub	
2		FtLong Faves	10.98
2	12"	-Ham Sub	

Sub Total	30.94
Tax Exemption sentecamden county bill 40	
General Sales Tax	0.00
Total (Eat In)	30.94
Credit Card	30.94
Change	0.00

subwaylistens.com

Approval No: 66543E

Reference No: 835121686078

Card Issuer: Mastercard

Account No: *****1859

Acquired: Contact_EMV

Amount: \$30.94

Application: MasterCard

AID: A000000041010

TVR: 8000008000

TSI: 6800

Date/Time: 12/17/2018 3:36:54 PM

Signature:

X _____
I agree to pay above total amount
according to the Card Issuer Agreement.

CUSTOMER COPY

Host Order ID: 622-436-2403468

Hungry for more? Let us know how we did today by taking our 1 minute survey at www.subwaylistens.com, and receive a Subprise offer to use with your next purchase.

See back of receipt for your chance to win \$1000 ID #:7M5GNX203Q

Walmart

573-346-3588 Mar: PAUL GARDNER
94 CECIL ST

CAMDENTON MO 65020

ST# 00089	DP# 004736	TE# 01	TR# 03845
10 LB ICE	075322200110	F	2.00 0
SALTY SNACKS	007874212254	F	1.12 0
SALTY SNACKS	007874210418	F	1.12 0
COOKIES	007874229886	F	5.94 0
SPRITE	004900005015	F	1.25 0
PEPSI 2 LT	001200000230	F	1.25 0

SUBTOTAL 12.68

TOTAL 12.68

MCARD TEND 12.68

MasterCard- 1859 I 21 APPR#67364E

REF # 1042000314

AID A0000000041010

TC 8F4DB99510938276

TERMINAL # SC010550

*NO SIGNATURE REQUIRED

12/17/18 15:47:38

CHANGE DUE 0.00

ITEMS SOLD 6

TC# 6556 5860 7731 0004 5393



**WATCH OVER 6,000
FOR FREE MOVIES & TV**

Only at Vudu.com/WatchFree



12/17/18 15:47:51
CUSTOMER COPY



See back of receipt for your chance
to win \$1000 ID #:7H5QSD8TH1W



573-348-6445 Mgr: CHAD MCROY
4252 HIGHWAY 54
OSAGE BEACH MO 65065

ST# 00815	DP# 004880	TE# 09	TR# 01252	
CMND HOOKS	005113176908			2.38 0
CMND HOOKS	005114193987			7.88 0
6V 4PK 8OCT	007874223352			4.97 0
6V 4PK 8OCT	007874223352			4.97 0
75W PAR30LN	007874217875			7.94 0
75W PAR30LN	007874217875			7.94 0
	SUBTOTAL			36.08
	TOTAL			36.08
	MCARD TEND			36.08

tissues
outside lights

Official supplies

MasterCard- 1859 I 21 APPR#60598E
REF # 1042000314
AID A0000000041010
TC COB121A43A6487AA
TERMINAL # 283797224
*NO SIGNATURE REQUIRED

12/18/18 11:41:02
CHANGE DUE 0.00

ITEMS SOLD 6

TC# 8868 7228 6792 3379 5903



WATCH OVER 6,000
FOR FREE MOVIES & TV

Only at Vudu.com/WatchFree



12/18/18 11:41:12
CUSTOMER COPY



BIG O 4813
153 EAST HWY 54
CAMDENTON, MO 65020
(573) 346-8473



Visit us on the web at: www.bigotires.com

Invoice No: 025013-117654

Page 1

Order No: 117654

Date: 1

Started

Invoice

Connie's Card

Sale

Merchant ID: 542929802821074

Term ID: LK371264

12/19/18
Batch#: 598

16:53:13
Inv #: 0020

MASTERCARD

Entry Method: S

XXXXXXXXXXXX1859

Seq.#: 0020

Appr Code: 63262E

Total:\$

12.00

APPROVED

Customer Copy

3 Make: CHEVROLET TRUCK
Color:
Odometer: 75,638
VIN: 1GBDV13W88D212288
Driver:
Torque: 100
Timing: No
Outgoing: No
Old Parts? No

Cust.: CAMDENTON DEV D
Address: 100 3RD ST
City, State, Zip: CAMDENTON,
Phone: (573) 317-9233 Alt P
Bill To:

Description	Technician	Qty	Unit Price	Total Price
FOR VEHICLE INSPECTION				
MISSOURI MOTOR VEHICLE INSPECTION STICKERS	89639	1.00	0.00	0.00
FOR VEHICLE INSPECTION	89639	1.00	12.00	12.00

Inspected by the State of Missouri to perform Missouri Motor Vehicle Safety Inspections. We will perform a safety inspection as required by the Missouri State Highway Patrol guidelines.

Do not pass any item that has been "failed" during the inspection. Passing a "failed" item is against the law and we will not do this.

If you do not agree with any "failed" item on your inspection and would like a supervisor's second opinion, please feel free to call the following appropriate phone numbers:

- 1) Big O Northern District Supervisor (Jim Williams) at 573-819--3583 (Columbia, Jefferson City, St Robert and Rolla)
- 2) Big O Southwestern MO. District Supervisor (Joe Tabor) at 573--825-7229 (Springfield, Hollister, and Branson)
- 3) Big O Central MO. District Supervisor (Kyle Uchtmann) at 573--489-7736 (Osage Beach and Camdenton)
- 4) Missouri State Highway Patrol:
 - Troop "F" (for Columbia, Jefferson City, Osage Beach and Camdenton stores): 573-526-6262
 - Troop "D" (for Springfield, Branson, and Hollister stores): 417-895-6868
 - Troop "I" (for St Robert and Rolla stores): 573-368-2345

LAB ROT1	ROTATION - FREE	89639	1.00	0.00	0.00
LAB NOTES	CHECK SHOCKS AND STRUTS	89639	1.00	0.00	0.00

*** Recommended Services ***

RECOMMEND SHOCKS/STRUTS

***** SERVICES AND/OR PARTS LISTED BELOW WERE QUOTED BUT NOT PERFORMED *****

SS	SS	REAR SHOCKS
2.00	129.95	259.90
LAB LAB	(1) Remove & Replace Rear Shock Absorber - Both LA	
1.00	75.00	75.00

Invoice Summary

Payment		Invoice Totals	
Type	Amount		
MC	\$12.00	Parts	0.00
		FET	0.00
		Core Chg	0.00
		Labor	12.00
		Waste Disposal	0.00
		Shop Supplies	0.00
		Sales Tax	0.00
		Total:	12.00

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with the cardholders agreement with the issuer. There are no cancellations allowed.

Customer
Signature _____

I thank you for your Payment - Missouri: Motor Vehicle POS (Camdenton License Office)

12/27/2018 12:00 AM Central Standard Time

Customer Name camden co dd red

Effective Date

12/27/2018

Approved 20061802

Item	Amount
Camdenton DMV Payments	\$74.86
Subtotal:	\$74.86
Transaction Fee:	\$1.75
Total Charged to:	\$76.61
MasterCard 547578 **** 1859 expires 12/20	
Total Amount Paid:	\$76.61

Collection Mode: POS (scanned)

Payment Details

Camdenton DMV Payments

Notes: 2018154056010DF45600040 - camden co dd red - \$74.86

A Transaction Fee has been included in the total amount paid for this transaction.

Connie's Care

CAMDENTON
625 W US HIGHWAY 54
CAMDENTON
MO
65020-9998
2812420020
01/03/2019 (800)275-8777 4:20 PM

Product Description	Sale Qty	Final Price
First-Class Mail Letter (Domestic) (CAMDENTON, MO 65020) (Weight: 0 Lb 0.60 Oz) (Estimated Delivery Date) (Saturday 01/05/2019)	1	\$0.50
Certified (Return Receipt) (70140150000173096387)	1	\$3.45
Return Receipt (9590940240648079003407)	1	\$2.75

Total \$6.70

Credit Card Remitd \$6.70
(Card Name: MasterCard)
(Account #: XXXXXXXXXX1859)
(Approval #: 60082E)
(Transaction #: 095)
(AID: A0000000041010 Chip)
(AL: MasterCard)
(PIN: Not Required)

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Track your Packages
Sign up for FREE @
www.informedelivery.com

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Refunds for guaranteed services only
Thank you for your business

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>

840-5630-0916-001-00022-58349-02

or scan this code with
your mobile device:



7014 0150 0001 7309 6387

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

CAMDENTON, MO 65020

Postage	\$2.75
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$2.75

Postmark Here
JAN 03 2019
01/03/2019

Sent to [Redacted]
Street, Apt. No., or PO Box No. [Redacted]
City, State, ZIP+4 [Redacted]

PS Form 3800, August 2009 See Reverse for Instructions

4186002
30 Day Letter

Resolutions 2019-10,
2019-11, 2019-12,
2019-13, 2019-14,
2019-15, 2019-16,
& 2019-17



CAMDEN COUNTY SB40 BOARD OF DIRECTORS
RESOLUTION NO. 2019-10

APPROVAL OF OHCDs CONTRACT

WHEREAS, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

WHEREAS, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) has historically approved to purchase services under an Organized Health Care Delivery System (OHCDs) for qualifying Camden County residents when necessary in cooperation and conjunction with Department of Mental Health – Division of Developmental Disabilities.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the “Board”, hereby acknowledges and agrees with renewing Contract Number MRER019911026 (see Attachment “A” hereto), which allows the Board to purchase services under an Organized Health Care Delivery System (OHCDs).
2. That the Board authorizes the Executive Director to sign and execute the OHCDs contract renewal as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

Chairman

Date

Secretary, Vice Chairman, or Treasurer

Date

Attachment “A” to Resolution
2019-10

Provider Agreement



Missouri Department of Mental Health
Division of Administrative Services
Purchasing and General Services
1706 East Elm Street, P.O. Box 687
Jefferson City, MO 65102

Contract #: MRER019911026 v20.0

**Title: Purchase of Service Program for the
Division of Developmental Disabilities**

**Contract Period:
July 1, 2019 through June 30, 2022**

The Department of Mental Health desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract. The contractor shall review and sign this contract and submit the executed signature page to the Department of Mental Health, Purchasing and General Services Unit.

Contractor Information:

Provider Name: **Camden County DD Board**

Mailing Address: **PO Box 722**

City, State Zip: **Camdenton, MO 65020**

Responsible DMH Facility: Rolla Regional Office

Contact Person Name and Title: _____

Contact Person E-Mail Address: _____

Not For Profit Status: (Check box if your organization is a not-for profit entity)

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*The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Mental Health, a binding contract shall exist between the contractor and the Department of Mental Health.*

*The authorized signer of this document certifies that the contractor named below and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.*

***In witness thereof, the parties below hereby execute this agreement.***

\_\_\_\_\_  
Authorized Signature for the Provider

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the Department of Mental Health

\_\_\_\_\_  
Date



# 1 Introduction and Background Information

- 1.1 The Missouri Department of Mental Health, Division of Development Disabilities (Department), hereby enters into this agreement with **Camden County DD Board** (provider) for the purchase of services for individuals with developmental disabilities. For purposes of this agreement, the terms “provider” and “contractor” shall be interchangeable.
- 1.2 The mission of the Department is the prevention, treatment and promotion of understanding for Missourians with mental illnesses, developmental disabilities, and addictions. The mission of the Division of Developmental Disabilities is to improve lives of Missourians with developmental disabilities through supports and services that foster self-determination.
- 1.3 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER199) issued to the Department by the State Office of Administration.
- 1.4 The contract period shall be from **July 1, 2019 through June 30, 2022**.

# 2 General Performance Requirements

- 2.1 The contractor shall provide services in accordance with the provisions and requirements stated herein, to the sole satisfaction of the Department. Services purchased by the Department shall consist only of those services described herein.
- 2.2 **Coordination:** The contractor shall coordinate all contract activities with designated representatives of the Department. Within five (5) days of contract award, the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor’s representative servicing the contract.
- 2.3 **Correspondence:** Electronic mail (e-mail) will be utilized to transmit contract documents and other correspondence from the Department to the contractor. The contractor shall ensure the timely review and response to e-mailed documents and information. The contractor shall encrypt any electronic correspondence containing any information which is confidential by law.
- 2.4 **Collaboration:** In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources and individuals, as requested by the Department. The contractor shall attend and/or otherwise participate in orientation, planning, training and other meetings with the Department, as required.
- 2.5 **Debarment Certification:** The contractor must complete and submit Exhibit #1, Certification Regarding Debarment, prior to award of contract, certifying that the contractor, nor or any of its principals, are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
  - a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department. The Department reserves the right to terminate the contract due to suspension or debarment of the contractor or its principals, or failure by the contractor to provide written notification of suspension or debarment.
- 2.6 **Contractor’s Personnel:** The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
  - a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
  - b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

## 2.7 **Business Associate Provisions**

- 2.7.1 The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein.
- 2.7.2 The contractor shall be a "Business Associate" of the Department, as defined in 45 CFR 160.103, and the contractor shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.

## 2.8 **Social Security Administration Electronic Information Exchange Security Requirements**

- 2.8.1 The Department is an Electronic Information Exchange Partner of the Social Security Administration (SSA) and is subject to and must comply with the provisions of the Federal Information Security Management Act (FISMA) as part of the Electronic Government Act of 2002, and relevant policy provided by the National Institute of Standards and Technology (NIST), a branch of the U.S. Department of Commerce, that has responsibility to outline and define compliance with FISMA.
- 2.8.2 The contractor is subject to the same data security requirements as employees of the Department and must comply with all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within the Department's agreement with SSA.
  - a. The SSA Agreement, related Information Exchange Agreements, and all related attachments are provided for the contractor and their authorized CIMOR users on the CIMOR portal on the Apps-Docs-Video page.
- 2.8.3 In order to comply with SSA requirements, the Department must provide an active and robust security awareness program and security training for the contractor and their employees or agents who access SSA-provided information. Therefore, the contractor, and employees or agents under the control of the contractor who access SSA-provided information, shall take an annual, mandatory training provided by the Department.
  - a. SSA-required training is available on the CIMOR portal on Apps-Docs-Video page. The contractor must certify that all employees and agents under its control complete the annual training, as provided on the CIMOR portal.
- 2.8.4 The contractor, and employees or agents under the control of the contractor, who view SSA-provided information, must certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful access and/or disclosure.
  - a. Certification shall be completed on the CIMOR portal on the attestation page prior to accessing any verified SSA information.
- 2.8.5 The Department reserves the right to perform onsite reviews of the contractor's facility to determine that the following SSA requirements are being met:
  - a. Safeguards for sensitive information;
  - b. Technological safeguards on computer(s) that have access to SSA provided information;
  - c. Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information; and
  - d. Continuous monitoring of the contractor's network infrastructures and assets.

### **3 Specific Performance Requirements**

#### **3.1 Certification/Program Standards**

- 3.1.1 The provider shall comply with all applicable requirements of:
- 9 CSR, Division 10, Chapter 5 (General Program Procedures); and
  - 9 CSR, Division 40, (Licensing Rules); and
  - 9 CSR, Division 45, (Division of Developmental Disabilities); and
  - Any subsequent revisions or additions to the above.
- 3.1.2 The provider shall:
- Obtain any required certification(s) prior to the actual delivery of services;
  - Maintain any such certification(s) throughout the contract period; and
  - Deliver services in a manner consistent with the treatment principles stated in the certification/program standards.
- 3.1.3 Certification/Program standards may be downloaded from the following internet site:  
<http://www.sos.mo.gov/adrules/csr/current/9csr/9csr.asp>
- 3.1.4 Services shall be provided in accordance with the applicable requirements and limitations specified in the MO HealthNet Developmental Disabilities Waiver Manual and/or the Developmental Disabilities Non-Waiver Service Definitions.
- The MO HealthNet Developmental Disabilities Waiver Manual is available online at:  
<http://manuals.momed.com/manuals/>.
  - The Developmental Disabilities Non-Waiver Service Definitions are available online at:  
<https://dmh.mo.gov/dd/manuals/>.
  - The Department reserves the sole right to make changes, additions, deletions or other specific modifications to the MO HealthNet Developmental Disabilities Waiver Manual and the Developmental Disabilities Non-Waiver Service Definitions with input from stakeholders and advance notice to the provider.

#### **3.2 Medicaid Requirements**

- 3.2.1 Certain services provided by the provider may be included under one of the 1915(c) Home and Community Based Services Medicaid Waiver programs (waivered services) for individuals with mental retardation or other developmental disabilities. Therefore, any waivered services provided by the provider shall be subject to all applicable Medicaid regulations, rules and requirements.
- 3.2.2 The provider must be enrolled as a DD Home and Community Based (HCB) Services Medicaid Waiver provider prior to the delivery of waivered services and throughout the contract period, except when such waivered service is provided by the provider as a subcontractor under an Organized Health Care Delivery System (OHCDS) arrangement.
- 3.2.3 The provider shall ensure the delivery of waivered services complies with the Federal Rule 42 CFR 441.301, also referenced as the Home and Community-Based Services (HCBS) Waiver Rule.
- 3.2.4 The provider shall have all licenses/accreditation's/certifications required by the DD HCB Medicaid Waiver, as applicable.
- 3.2.5 The provider shall not subcontract for the provision of waivered services unless the provider is designated by the Department as an Organized Health Care Delivery System (OHCDS) and is in compliance with 42 CFR, Part 434 and 45 CFR, Part 74, unless approved by the Department for the utilization of short-term temporary entities for the provision of direct care and Registered Nurse staff.

### 3.3 **Service Authorizations**

- 3.3.1 The provider shall provide services as authorized in CIMOR or upon receipt of written authorization from the Department.
- a. The provider may only provide services for which the provider is appropriately qualified and/or approved.
  - b. Services shall be provided on an as needed, if needed basis, as prior-authorized by the RO. The Department makes no guarantee of the number of units of service to be purchased, or the amount of dollars to be expended, under the agreement.
  - c. The provider shall coordinate delivery of services with the authorizing Division of Developmental Disabilities Regional Office (RO), as required.
- 3.3.2 The Department reserves the sole right to:
- a. Specify the process utilized to authorize delivery of services to a consumer;
  - b. Specify the number of units and/or frequency of services, dollar amounts and other authorization limits;
  - c. Adjust or terminate authorizations; and
  - d. Resolve any dispute related to authorizations.
- 3.3.3 The provider shall provide authorized services in support of the individual's Individualized Service Plan (ISP) based on a person-centered planning process and approved by the RO. The provider may receive a copy of the ISP at the discretion of the RO.
- 3.3.4 The provider may decline to provide services to a consumer for any reason within ten (10) calendars days after the service authorization is issued by notifying the RO, in writing, of such decision to decline.
- 3.3.5 The provider shall not terminate services to a consumer without thirty (30) days prior written notice to the consumer, Support Coordinator, and RO, unless an earlier date is mutually agreed upon.

### 3.4 **Service Delivery Staff**

- 3.4.1 Provider staff utilized in the provision of services must be appropriately trained, licensed, certified and/or credentialed, as specified in the Non-Waiver Service Definitions and the Mo HealthNet DD Waiver Manual, as applicable.
- a. The provider shall not admit into services any individual for whom staff are not trained to provide the appropriate level of supervision and services.
- 3.4.2 All personnel utilized by the provider must have background checks conducted in accordance with RSMo 630.170 and 9 CSR 10-5.190. The provider shall be responsible for all costs related to background checks and screenings.
- 3.4.3 Provider staff providing services must meet the training and educational requirements specified in the service definition of the particular service being provided, as required in the Non-Waiver Service Definitions and the Mo HealthNet DD Waiver Manual.
- 3.4.4 The provider shall maintain a personnel file for each employee. Each personnel file must include, at a minimum, the following information:
- a. Name;
  - b. Date hired;
  - c. Current hourly pay rate or salary;
  - d. Highest level of education completed or passage of the General Education Requirements (GED);
  - e. Completion dates of training courses; and
  - f. Criminal history background check results in compliance with 42 CFR 447.10.
- 3.4.5 The Department reserves the right to review the contractor's employee files related to staff hire date, rate of pay, training, education requirements, professional licenses, background screenings, eligibility for employment, driver's license, vehicle insurance, employee time records related to billing of service and regulatory requirements.

- 3.4.6 In the event the provider provides services which require licensure, certification or accreditation, the provider shall provide Professional Manager Oversight services for all consumers.
- 3.4.7 The provider shall notify the RO immediately if the Professional Manager position becomes vacant or if, for any reason, Professional Manager Oversight services cannot be provided.
- a. Upon such notification to the Department, the provider shall submit an interim plan which describes how the Professional Manager Oversight services requirement will be met. Such interim plan shall be subject to Department approval and acceptance.
  - b. In order to ensure the health and safety of consumers and the training/supervision needs of provider staff, the Department may require the utilization of a temporary Professional Manager.
- 3.4.8 The provider shall submit copies of changes or amendments to licenses, certification, accreditation, or other professional qualifications of professional staff, to the RO on the contract renewal date or, at a minimum, every three (3) years. This shall include any adverse actions taken on licenses, certifications or accreditations.
- 3.4.9 All staff providing residential or day habilitation, out-of-home respite, or agency-based personal assistance services shall have completed training in preventing, detecting, and reporting of abuse/neglect, prior to providing direct care, and shall repeat the training every two (2) years. Staff must also have current certification in a competency based CPR and First Aid course.
- a. Staff may provide direct care while obtaining required CPR/First Aid, Emergency Intervention, Medication Administration training as long as there is one fully trained staff on duty during each shift at each service delivery location.
- 3.4.10 In addition to the requirements outlined in in the Non-Waiver Service Definitions and the Mo HealthNet DD Waiver Manual, all employment support professionals who provide Career Planning, Prevocational, Job Development or Supported Employment services must complete fourteen (14) hours of Department approved training plus an additional six (6) hours of supervised practical mentoring/job coaching related to Association of People Supporting Employment First (APSE) Supported Employment Service competencies within the first twelve (12) months of hire. Annually thereafter, employees must complete four (4) additional hours of Department approved training.
- a. Department Approved Training or Credentialing:
    - 1) College of Employment Services (CES)- a web-based series of training modules designed for employment support professionals. This approved training option is available at no cost to the provider. Registration may be completed by contacting a Regional Office Employment First Specialist.
    - 2) Association of Community Rehabilitation Educators (ACRE) - Any certificate of completion and assigned contact hours from a curriculum approved by ACRE.
    - 3) Association of People Supporting Employment First (APSE) - Any certificate of completion and assigned contract hours affiliated with an APSE training function.
    - 4) Institutions of Higher Education (IHE)-College courses or training specific to the delivery of employment services which result in college credit, continuing education units or a certificate of completion from IHE accredited in rehabilitation education by the Council for Accreditation of Counseling and Related Education (CACREP) or a University Center for Excellence in Developmental Disabilities (UCEDD).
    - 5) Any current or future training from subject matter experts utilized by the Division of Developmental Disabilities associated with national communities of practice, grant activities or purchased training and technical assistance that result in the issuance of certificates of completion and associated contact hours.

- 6) Credentialing: Any individual who maintains any of the following national credentials is deemed as meeting all training and practical mentoring requirements.
  - aa. Certified Employment Support Professional (CESP) by passing the national CESP examination from the Employment Support Professional Certification Council (ESPCC) or,
  - bb. National Certificate of Achievement in Employment Services from the Association of Community Rehabilitation Educators (ACRE).
  - cc. Direct Support Professional-Specialist-Employment Support credentialing issued by the National Alliance for Direct Support Professionals (NADSP).

b. Provider Provided In-Service Training:

- 1) In addition to the Department approved training, the contractor may provide training which has been approved as outlined below.
- 2) If the provider would like the opportunity to provide or develop internal staff training, an arrangement is in place wherein Maryville University will review and approve curriculum at no cost.
  - aa. In the event the provider wishes to provide internally developed training, a Training Curriculum Review Rubric is available on the Division of Developmental Disabilities website: <http://dmh.mo.gov/dd/progs/youthtransitionemploymentcoortoolsresources.html>
  - bb. A copy of the curriculum, qualifications of the trainers and a completed Training Curriculum Review Rubric must be submitted to the Director of Youth Transition and Employment.
  - cc. The Director of Youth Transition and Employment will submit the requested information to Maryville University for review.
  - dd. Correspondence will be sent to the provider advising if the curriculum is approved.
  - ee. If approved, this correspondence must be retained by the provider's Human Resource Manager (or equivalent).
  - ff. If approved, internally developed training curriculum can be provided for up to three (3) years from the date of approval before needing to be re-submitted for review.

c. Training Documentation and Monitoring of Qualifications:

- 1) Supervised practical mentoring documentation must include the following: Date, content, time period and verification signatures from both the trainee and the trainer. The APSE Supported Employment Competencies are accessible at the following website: <http://dmh.mo.gov/dd/progs/youthtransitionemploymentcoortoolsresources.html>
- 2) Training documentation/certificates must include the following: Approved issuing entity, training title, date(s) of completion and contact hours/continuing education units.
- 3) Training hours and certificates are portable. Employees may provide verification of previously completed training and supervised practical mentoring to fulfill initial qualifications. In these instances, the employee must still fulfill the annual continuing education requirements of four (4) additional hours of Department approved training.

3.4.11 Quality Assurance (Staffing): The Department is required to have policies and procedures for verifying that provider training is conducted in accordance with state requirements and the approved waiver. In order to assist the Department in complying with the waiver assurance that individuals are supported by qualified and appropriately trained staff, the provider agrees to the following provisions:

- a. In the event a Department audit or review identifies that unqualified staff was utilized in the course of service delivery, the provider will conduct an internal audit of personnel files to validate that required staff training is complete and has been documented. The internal audit sample size shall be 100% or two hundred (200), whichever is less.

- b. The provider's internal audit report is due to the Department thirty (30) calendar days from the date of the identifying review/audit.
  - 1) In the event the provider's internal audit report is not submitted within the required timeframe, the provider will implement an improvement plan developed through the Integrated Quality Functions process.
  - 2) In the event the provider's internal audit reveals that the provider has failed to maintain at least an 87% level of qualified staff, the contractor will implement an improvement plan.
- c. In the event the provider fails to complete the required internal audit and/or fails to submit the required internal audit report within ninety (90) calendar days of the identifying review/audit the provider is advised that the Department will:
  - 1) Place the provider on the Critical Status/No Growth/No Referral list;
  - 2) Notify the Office of Licensure and Certification (OLC) and/or the provider's accrediting entity; and
  - 3) For informational purposes, notify the Missouri Medicaid Audit and Compliance Unit (MMAC).

### 3.5 **Documentation of Services**

- 3.5.1 The provider shall document the provision of authorized services and consumer progress.
- 3.5.2 The provider shall document and maintain records of services provided. In the event the provider provides waived services, the provider shall document and maintain records of waived services in accordance with any Medicaid requirements. Service records shall be provided to the Department, as requested, and shall include, but are not limited to the information listed below:
  - Service type and number of units provided
  - Activity related to the personal plan
  - Date of service and the start and end times
  - Name of the staff person providing the service
  - Name of the consumer receiving services
  - Location where services were provided
  - Signature and title of the program supervisor/provider
  - Other information deemed necessary by Department
- 3.5.3 The provider shall document and submit consumer progress reports to the TCM entity on at least a monthly basis. Progress reports shall include, at a minimum, the service(s) provided, the time period covered in the report, an assessment of consumer progression specific goals and objectives as documented in the consumer's personal plan, the signature and title of the person completing the report and any other information required by Department.
  - a. The provider shall submit consumer progress reports at other times, as required by the RO.
  - b. The provider shall participate in the review of consumer progress with the RO, as required, and shall provide input regarding individual Plans of Care as requested.

### 3.6 **Residential Service Delivery**

- 3.6.1 In the event the provider is providing residential services, the provider shall provide quality care and oversight to consumers and implement those portions of the consumer's Plan of Care which are approved by the RO.
- 3.6.2 In the event the provider is providing residential services, the provider shall assist in the formulation, implementation and evaluation of consumer Plans of Care as requested by the RO. The provider and appropriate direct contact staff shall attend the consumer's annual personal plan conference as requested by the RO.
- 3.6.3 In the event the provider is providing residential services, the provider shall obtain an annual physical examination for each Department consumer receiving services.
  - a. The provider shall arrange for the annual exams within timeframe specified by the RO.
  - b. The provider shall include a record of the examinations in the consumer's chart.

- c. In the event a consumer is not Medicaid-eligible, the cost for physical examinations and other physician services shall be considered reimbursable ancillary services, subject to the prior approval/authorization of the RO.
  - d. The provider shall arrange for additional physical examinations as authorized by the RO.
- 3.6.4 In the event the provider is providing residential services, the provider shall provide consumers with appropriate opportunities for leisure activities and recreational programming.
- 3.6.5 In the event the provider is providing residential services, the provider shall provide the RO with an emergency contact person and phone number which shall be answered twenty-four (24) hours per day, seven (7) days per week.
- 3.6.6 In the event the provider is providing residential services, the provider shall prepare and serve foods that are reflective of individual needs, choices and preferences within the person's means. The provider shall obtain, store, prepare, and serve food in a sanitary manner to prevent food borne illness and assure the nutritive value of the food.
- 3.6.7 In the event the provider is providing residential services, the provider shall implement practices consistent with regulatory requirements related to management of water temperature.
- 3.6.8 In the event the provider is providing residential services, excluding ISL services, the provider shall provide, without additional reimbursement, personal hygiene, grooming and first aid supplies such as, but not limited to: linens, towels, shampoo, soap, brushes, toothpaste, lotion, sanitary napkins, and band aids.
- 3.6.9 The Department reserves the right to remove any or all of its consumers, withdraw financial support for any or all of its consumers and/or terminate this contract without notice when, in the Department's sole judgment, the health and welfare of its consumers are threatened by their continued presence in the provider's facility.
- 3.6.10 When it becomes apparent to the provider, the RO or the TCM provider that the health or welfare of the consumer is jeopardized by continued services with the provider, the provider shall:
- a. If a medical emergency, seek immediate emergency medical care/treatment for the consumer followed by immediate notification to the RO and TCM provider. If the treatment services require the individual to temporarily leave their residential placement, such as admission to a hospital or other temporary treatment setting, the residential provider shall transition the individual back to the residential placement when the individual is ready for discharge. After the individual is transitioned back to their residential placement, the residential contract provider shall not terminate services to a consumer without thirty (30) days prior written notice to the RO, unless an earlier date is mutually agreed upon in writing by the RO, TCM provider and residential contract provider.
  - b. If not a medical emergency, notify the RO and TCM provider of their concerns and intent to terminate services to the consumer. The residential provider shall not terminate services to a consumer without thirty (30) days prior written notice to the RO, unless an earlier date is mutually agreed upon.
- 3.6.11 The provider shall immediately notify the RO when there is:
- a. a significant, unanticipated deterioration in a consumer's physical or mental condition; or
  - b. an unexplained absence of a consumer.
- 3.6.12 In the event the provider is providing residential services from a property or premises not owned by the provider, the provider shall secure a legally binding written agreement from the property owner (landlord) outlining the same rights and protections under local tenant law as any individual not receiving Home and Community-Based Services.
- 3.6.13 The provider shall not transfer a consumer to another place of residence without the prior written consent of the RO.
- 3.6.14 The provider shall assist the RO with the relocation of a consumer, as required. Such coordination may include, but is not limited to, arranging or providing transportation and assisting the consumer with preparation to relocate.



- 3.6.15 In the event the provider provides residential services and has a vacancy, the provider may backfill the vacant bed(s) with private pay consumer(s) only if the following requirements are met:
- The provider must conduct sufficient checks and screenings that will ensure the safety of the DD consumers;
  - The provider may not charge the private pay consumer less than the current per diem rate established for the DD consumers;
  - Staffing ratios, established for the DD consumers, shall not be compromised as a result of the presence of the private pay consumer(s); and
  - In the event the provider is at full bed capacity, including any private pay consumer(s), and the RO places a consumer, the provider shall, within ten (10) calendar days, either make other arrangements for the private pay consumer(s) or refuse the DD placement.
- 3.6.16 In the event the provider provides group home services in group homes or residential centers, the provider shall maintain appropriate levels of staff according to the following Division of Developmental Disabilities residential levels-of-care model:

| <b>Residential Facility Category</b> | <b>Description per 9CSR 454.010(1)(O)</b>                                                                                                                                                            | <b>Staffing Ratio</b>                      | <b>Degreed Professional Manager</b>              | <b>Characteristics of Persons Served</b>                                                                                                                                                                                         |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Category I                           | Facility designed to provide a group living environment and minimum level of habilitation and supervision for persons with no severe medical needs or maladaptive behaviors.                         | 1:8 (Day)<br>1:8 (Evening)<br>1:16 (Night) | Minimum of 1.66 hours per week per person served | Person with mild to moderate levels of adaptive functioning, who are ambulatory, or mobile non ambulatory, have basic self-help skills but may need minimal assistance or prompting with daily living skills.                    |
| Category II                          | Facility designated to provide a group living and habilitation environment for persons with no severe medical needs or severe maladaptive behaviors but who need self-help or habilitation training. | 1:4 (Day)<br>1:4 (Evening)<br>1:8 (Night)  | Minimum of 2.50 hours per week per person served | Persons with moderate to severe levels of adaptive functioning, who are ambulatory or mobile non ambulatory, and need training in basic self-help skills, socialization and daily living skills.                                 |
| Category III (Specialized)           | Specialized facility designed to provide a habilitation environment for persons with intensive physical or medical needs, severe adaptive behaviors or other specialized care needs.                 | 1:3 (Day)<br>1:3 (Evening)<br>1:6 (Night)  | Minimum of 2.50 hours per week per person served | Persons with various levels of adaptive functioning who are non-ambulatory and unable to provide for their own needs or who are ambulatory/non-ambulatory with intensive medical/physical needs or severe maladaptive behaviors. |

- 3.6.17 Providers of residential supports who provide services in semi-independent living (SIL) arrangements, shall maintain appropriate levels of staff sufficient to meet the needs of the individuals being served. Staffing plans deemed appropriate and sufficient are approved by the regional office using an individualized supported living budget. The budget shall reflect the approved staffing plan.

### 3.7 **Registered Nurse Oversight**

- 3.7.1 In the event the provider is providing residential services, the provider shall provide nursing oversight services for all residential consumers. Nursing oversight shall be provided by Registered Nurses (RNs) licensed and in good standing in the state of Missouri (demonstrated through registration of employed nurse(s) through [www.nursys.com](http://www.nursys.com)).
- 3.7.2 The provider and all RNs utilized by the provider shall participate in the Registered Nurse Oversight orientation training and any subsequent mandatory program update training(s).
- Within ninety (90) days of the contract effective date, the provider must complete the state-sponsored orientation training.
  - Any RN(s) utilized by the provider must complete the state-sponsored orientation training within ninety (90) days of hire, whether employed by or contracted with the provider.
- 3.7.3 Nursing oversight activities shall include, but are not limited to:
- regular monthly nursing functions specified by the Department for each consumer
  - collaboration with designated Department staff in the implementation of statewide health and safety initiatives;
  - review and analysis of event reports for medication errors and injuries as part of oversight; and
  - completion of a Monthly Health Summary for each consumer
- 3.7.4 The provider shall review the RN's Monthly Health Summary as part of the consumer's monthly service review and address any issues identified by the RN.
- 3.7.5 In the event the provider is providing residential habilitation (group home) services, the provider's residential rate shall be predicated, in part, on the utilization of 1.25 hours per month per consumer for Registered Nurse Oversight services.
- The provider shall account for Registered Nurse Oversight service hours separately from any other service hours for which the RN may be employed by the provider and shall provide such accounting to the Department, as requested.
  - The provider's total required Registered Nurse Oversight service hours may be combined and distributed across the provider's group home services based on individual needs as long as all required monthly functions are met for each consumer. Hours must be distributed monthly and should not carry over into the next month.
- 3.7.6 In the event the provider is providing Individualized Supported Living (ISL), a minimum of 1.25 hours per month, or other amount deemed necessary by the planning team and justified in the ISP, per consumer for Individual Supported Living Monthly Registered Nurse Oversight services shall be authorized separate from ISL budget authorization.
- The provider shall account for Individual Supported Living Monthly Registered Nurse Oversight service hours separately from any other service hours for which the RN may be employed by the provider and shall provide such accounting to the Department, as requested. The 1.25 hours is a standard allocation and any additional hours are noted and authorized in the ISP and require documentation pertaining to the additional hours.
  - A minimum of thirty (30) minutes per month must be provided to each individual.
  - Individual Supported Living Monthly Registered Nurse Oversight service hours may not be combined and distributed within the provider's agency.
- 3.7.7 The provider shall notify the RO immediately if the Registered Nurse Oversight position becomes vacant or if, for any reason, nursing oversight services cannot be provided.
- Upon such notification to the Department, the provider shall submit an interim plan which describes how nursing oversight needs will be met. Such interim plan shall be subject to Department approval and acceptance.
  - In order to ensure the health and safety of consumers and the training/supervision needs of provider staff, the Department may require the utilization of a temporary nurse.

### 3.8 **Emergency Medical Care and Do Not Resuscitate Orders**

- 3.8.1 The provider shall administer or obtain immediate emergency medical care whenever the withholding of such care may result in bodily injury or jeopardize the life of a client, except when implementing a "Do Not Resuscitate" (DNR) order as specified in Division Directive 3.120, Process to Implement Do Not Resuscitate Orders for Individuals Receiving Contracted Services, attached hereto as Attachment B.
- 3.8.2 The provider shall comply with the requirements and expectations specified in Attachment B (Division Directive 3.120, Process to Implement Do Not Resuscitate Orders for Individuals Receiving Contracted Services).
- a. The Department reserves the sole right to make updates, changes, additions, deletions or other specific modifications to Division Directive 3.120 with prior notice to the provider. Additionally, the Department reserves the right to make Division Directive 3.120, and any updates thereof, available to the provider in an online format.
- 3.8.3 Prior approval for the provision or the obtainment of emergency medical care for Department clients is not required. The provider shall immediately notify the RO whenever there is a medical emergency.

### 3.9 **Management of Consumer Property**

- 3.9.1 Money belonging to consumers receiving residential services, which is held by the provider, shall be held in trust for the consumer(s). Such money held in trust shall not be commingled with any provider funds.
- 3.9.2 The provider shall maintain records, on a cash basis, of receipts and disbursements by or on behalf of individual consumers.
- a. For each individualized supported living resident, the provider shall maintain a record of personal spending monies and a separate record for all other monies (rent, utilities, and any other funding).
- 3.9.3 The provider shall not charge the consumer's personal funds for any expenses which the provider is obligated to provide under this contract or for items or services not clearly set out in 9 CSR 25-5.010 nor shall the provider use money of one consumer to defray the expenses of another consumer.
- 3.9.4 The provider shall not charge the consumer for the maintenance of a consumer's personal account. The provider may, however, charge consumer personal accounts for bank check writing charges.
- a. Allowable bank charges shall not include charges for check overdrafts.
- b. The provider may allocate bank charges to consumer personal accounts based on the number of personal accounts comprising the bank balance.
- c. The provider understands and agrees that the Department assumes no responsibility for deficit spending of consumer accounts.
- 3.9.5 If the RO serves as payee, the contractor shall report quarterly, or more frequently if required by the RO, the account balance of each consumer. Individual funds held by the provider, combined with funds held at the Regional Office, at no time shall jeopardize Medicaid eligibility. The Regional Office may request excess funds be sent back to the Regional Office in order to maintain Medicaid eligibility.
- 3.9.6 The contractor shall not purchase property from a consumer's personal spending account which will not provide meaningful benefit to the consumer.
- a. Any consumer purchases totaling \$100 or more per day shall require prior written approval of the authorizing Representative Payee or designee.
- b. Property purchased for a consumer should be kept in the consumer's immediate living area, if practical. If it is not practical to keep a consumer's property in the consumer's immediate living area, the consumer's property shall be kept in an area easily accessible to the consumer, and shall not be used by anyone else without the permission of the consumer.
- c. Unless otherwise agreed to in writing by the consumer or other responsible person, all property purchased for the consumer shall clearly bear the consumer's personal identification. In any event, all personal property purchased for the consumer shall be clearly enumerated in the consumer's personal inventory listing.

- 3.9.7 The contractor shall immediately notify the RO when any discrepancy is discovered relating to consumer funds or property.
- 3.9.8 Within thirty (30) days after the death or transfer of a consumer, the contractor shall coordinate the disposition of the consumer’s funds and personal property with the RO.

3.10 **Consumer Rights**

- 3.10.1 The provider shall exercise diligence to protect a consumer’s rights in accordance with federal and state statutes, regulations and Department rules and guidelines.
- 3.10.2 The provider shall comply with RSMo. 630.120 and shall not presume that residents and consumers are incompetent or limit their rights, responsibilities or obligations of citizenship as a consequence of receiving evaluation, care, treatment, habilitation for mental retardation or other developmental disabilities.
- 3.10.3 The provider may limit consumer rights as specified in RSMo. 630.110 only if exercising these rights would be inconsistent with the person’s therapeutic care, treatment, habilitation or rehabilitation.
- 3.10.4 An individual’s rights as outlined in Section One (1) of 9 CSR 45-3.030 may not be restricted, including, but not limited to, by a provider of targeted case management or home and community based services, without due process. Due process under this provision includes the right to be notified and heard on the limitation or restriction, the right to be assisted through external advocacy if an individual disagrees with the limitation or restriction, and the right to be informed of available options to restore the individual’s rights.

3.11 **OHCDs**

- 3.11.1 In the event the provider is designated by the Department as an Organized Health Care Delivery System (OHCDs) the provider shall comply with the requirements specified in this section.
- 3.11.2 As an OHCDs, the provider shall assure its full compliance with terms and conditions specified in this contract.
- 3.11.3 The provider (also referred to in this section as OHCDs) shall directly provide at least one Medicaid-covered service with its own employees and shall assure that its employees, who provide a Medicaid service, shall satisfy state minimum qualifications for the specific service provision.
- 3.11.4 The provider understands and agrees that all services provided under the Home and Community Based Services Medicaid Waiver will be provided in accordance with the individual’s plan of care as developed by his or her interdisciplinary planning team. The provider shall be responsible for coordinating services with the planning team.
- 3.11.5 As allowed under the Medicaid Home and Community Based Services Waiver, the OHCDs may subcontract for certain services, subject to the requirements specified herein.
  - a. As authorized by the RO, the OHCDs may sub-contract for the services listed in the table below:

| <b>Table 3.11</b>                                                  |                                   |                                          |
|--------------------------------------------------------------------|-----------------------------------|------------------------------------------|
| • Adaptive Equipment or Specialized Medical Equipment and Supplies | • Counseling                      | • Personal Electronic Safety Device      |
| • Assistive Technology                                             | • Crisis Intervention             | • Personal Assistance                    |
| • Behavior Analysis                                                | • Day Service/Day Habilitation    | • Physical Therapy                       |
| • Behavior Therapy                                                 | • Dental                          | • Positive Behavior Support              |
| • Career Preparation                                               | • Group Home                      | • Professional Assessment and Monitoring |
| • Communication Skills Instruction                                 | • Home Modification               | • Respite (In-Home and Out-of-Home)      |
| • Community Employment/Supported Employment                        | • Host Home                       | • Speech/Language Therapy                |
| • Community Specialist                                             | • Individualized Supported Living | • Support Broker                         |
|                                                                    | • Job Discovery                   | • Transportation                         |
|                                                                    | • Job Preparation                 |                                          |
|                                                                    | • Occupational Therapy            |                                          |

- b. In the event the provider subcontracts for any service listed above, the provider shall ensure that the subcontractor meets all of the qualifications required in the waiver for that particular service.
  - 1) The provider shall verify any required licensure, certification, accreditation, and certification of good standing with the Secretary of State.
  - 2) The provider shall conduct a background screen of any subcontractor providing any of the services listed above, including Family Care Safety Registry, FBI check, and the Office of Inspector General Medicare and Medicaid exclusion list. In the event a subcontractor is already directly enrolled with MO HealthNet to provide any other state plan or waiver services, they shall be deemed to have met all provider requirements for provision of the DD waiver service.
- c. The provider shall ensure that the subcontractor documents any and all services, authorized by the Regional Office, in accordance with the documentation requirements specified in 13 CSR 70-3.030 (2) (a).
- d. All sub-contracts which the OHCDS enters into must include:
  - 1) Assurances that all employees of the sub-providers providing a Medicaid service shall meet Department minimum qualifications for service provision;
  - 2) Provisions that define a sound and complete procurement contract per 42 CFR, Part 434 and 45 CFR, Part 74, Appendix G, except that the sound and secure procurement system shall not be any form of competitive bid;
  - 3) Identification of the population covered by the sub-contract;
  - 4) Relevant procedures for enrollment or reenrollment of the covered population;
  - 5) Provisions that the state Medicaid Agency, the Department of Health and Human Services (HHS) and the Department may evaluate, through inspection or other means, the quality, appropriateness and timeliness of services performed;
  - 6) Procedures and criteria for terminating the sub-contract, including a requirement that the sub-provider promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims;
  - 7) Provisions that the subcontractor maintains an appropriate record system for services to enrolled recipients;
  - 8) Provisions that the subcontractor safeguards information about recipients as required by 42 CFR, part 431, subpart F and state laws;
  - 9) Activities to be performed by the subcontractor that relate to third-party liability requirements in 42 CFR, part 433, subpart D;
  - 10) Identification of the services to be provided;
  - 11) Provisions that the OHCDS and the Department reserve the right to review, approve, and monitor the subcontractor's compliance with all rules and requirements applicable to the Medicaid Services/Supports provided, and compliance with the applicable sections of 42 CFR Part 434; and
  - 12) Provisions assuring that the subcontractor will observe and guarantee the free choice of the client to obtain services from any qualified provider.

3.11.6 The provider shall not invoice the Department more than the cost paid to the subcontractor by the OHCDS for the service.

3.11.7 The OHCDS shall document the consumer's free choice of providers for waiver services delivered to him/her by the OHCDS, or its subcontractors.

### 3.12 **Emergency Intervention, Restraint, and Seclusion Time Out**

- 3.12.1 Provider direct care staff must be trained in an emergency intervention system approved by the Director of the Division of Developmental Disabilities or designee, when the need is identified in a consumer's Individual Support Plan.
- 3.12.2 The provider shall comply with the requirements and expectations specified in Attachment C, Division Directive 4.300, *Behavioral Support Requirements – Restrictive Interventions, Restraint, and Seclusion Timeout*, attached hereto.
- a. The Department reserves the sole right to make updates, changes, additions, deletions or other specific modifications to Division Directive 4.300, with prior notice to the provider. Additionally, the Department reserves the right to make Division Directive 4.300, and any updates thereof, available to the provider in an online format.

### 3.13 **Audio and Video Surveillance**

- 3.13.1 The contractor shall not implement audio and/or video surveillance in the interior of service sites without written permission from the Department, unless the audio/video equipment is approved and funded by the Department through remote supports.
- a. The contractor shall submit to the Department a detailed plan which outlines the following:
- 1) Purpose of the surveillance equipment;
  - 2) Location of the surveillance equipment;
  - 3) Location of the video feed and assurance that it is not viewable to the general public/visitors at the service site;
  - 4) The agency policy which includes assurance that the individual(s) is afforded due process including obtaining informed consent from the individuals served and their guardian(s) prior to implementation and at least annually thereafter, maintenance, storage and destruction of information, and who may access the video feed and how to obtain access; and
  - 5) A description of the system utilized and assurance that the information is contained in a closed circuit.
- b. If the surveillance equipment is posted in private areas of the service location such as bedrooms, the plan shall also include information explaining how individual's rights of privacy, dignity, respect, and the ability to communicate freely are assured.
- c. Written approval of the system utilized is not a substitution for due process review on behalf of each individual who is served in the setting where the surveillance is present.

### 3.14 **Annual Provider Plan**

- 3.14.1 In the event the provider is licensed, certified or accredited for services provided under this contract, the provider shall develop and submit an annual plan to the Division when trends are identified through the annual information management systems data and/or the provider has been on an Improvement Plan, Critical Status Plan, No Growth or No Referral status in the last twelve (12) months. The annual plan shall include an agency overview, internal assessment as well as information available from the Division various information management systems. With this information, the provider shall develop outcome-based goals designed to promote quality improvement for the upcoming year.
- 3.14.2 The plan shall be forwarded to the appropriate Regional Office within 30 days of the mutually agreed upon due date.

3.15 **Information and Billing Systems**

3.15.1 The provider shall support and utilize the Department's computerized systems, as required, for service reporting, billing, data collection and other activities specified by the Department. The provider shall support, maintain and utilize any computer system developed by the Department for the purpose of reporting, billing, outcome measurement and other related activities, as required. The provider shall ensure that all required information is entered in a timely, accurate manner, in accordance with Department specified timeframes.

3.15.2 The provider shall coordinate its data collection and analysis activities with those of the Department including, but not limited to, acquiring computer equipment and training to support State and Federal efforts to uniformly collect and analyze services data.

3.16 **Outcomes Data and Consumer Satisfaction**

3.16.1 The provider shall participate in the collection and evaluation of outcomes data, including consumer satisfaction surveys, as required by the Department.

3.16.2 The provider shall utilize the assessment tools, survey protocols and instruments specified by the Department, and shall have ready access to the information supplied to the Department to assist with performance improvement and benchmarking efforts.

3.16.3 The provider shall establish, implement, and monitor a plan of action to improve outcomes and consumer satisfaction, as directed by the Department.

## 4 General Contractual Requirements

rev 1-1-18

### 4.1 **General**

- 4.1.1 The contract shall consist of the original contract document and any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided by the contractor. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.5 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.1.6 As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered to be the official, legal record and shall have the same force and effect as would a paper document.

### 4.2 **Amendment, Termination and Renewal**

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Any change to the contract, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment.
- 4.2.3 The Department shall have the right, at its sole option, to renew the contract. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.4 The contract may be terminated by either party by giving sixty (60) days advance written notice to the other party. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period.
- 4.2.5 **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
  - a. The termination shall become effective on the date specified in the notice.
  - b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
  - c. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.6 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's address of record.
  - a. The contractor shall notify the Department within ten (10) business days of any change to the contractor's address of record and/or mailing address.
- 4.2.7 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an individual or organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
  - a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
  - b. The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract, if requested by the Department through a formal amendment to the contract.



- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

#### 4.3 **Subcontracting**

- 4.3.1 The Department reserves the right to approve any subcontractor utilized by the contractor for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the contractor shall provide notification of its intent to subcontract within the timeframe specified by the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services/products required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include appropriate provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, to ensure the successful fulfillment of all contractual obligations.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

#### 4.4 **Conflict of Interest**

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
  - a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
  - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
  - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the Director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself or its employees as employees of the Department or the State of Missouri.

#### 4.5 **Business Compliance**

- 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies that it and any subcontractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have, and maintain current and in good standing throughout the duration of the contract, all licenses and/or certifications which are required by law, rule or regulation.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

#### 4.6 **Personnel and Staffing**

- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contractor shall only utilize personnel, including those of any subcontractor(s), who:
- a. Meet the specific qualifications to provide the applicable service(s), as specified in the Department's requirements for such service(s); and
  - b. Are appropriately licensed or certified, if required by state, federal or local law, statute or regulation, to provide the applicable services.
    - 1) The contractor shall provide documentation of any required licensure or certification, upon request.
- 4.6.3 The contractor shall maintain all Department-approved staff ratios, hours of services and/or patterns, as applicable. The contractor shall maintain time, salary or hourly pay rate data and personnel records, as specified by the Department, to document compliance with this requirement.
- a. The contractor may request a written waiver from the Department to vary from required staff ratios, hours of services and/or patterns.
  - b. The Department may require a reduction of unit price(s) due to a contractor requested reduction of staff/resources upon which the unit price is based.
  - c. The Department reserves the right to recover excess payments made to the contractor when the contractor has failed to maintain required staff ratios, hours of services and/or patterns. Such recovery of payments shall be retroactive to the date of occurrence.
- 4.6.4 The contractor and its personnel shall only perform the specific, professional services set forth in the contract. The contractor shall provide all services in a manner consistent with generally accepted practices in the applicable professional field and shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).

#### 4.7 **Federal Funds Requirements**

- 4.7.1 The contract may involve the expenditure of federal funds. Therefore, the contractor shall comply with the requirements listed in the following subparagraphs, as applicable.
- 4.7.2 If during the contractor's fiscal year the contractor expends \$750,000 or more in federal grant funds received from the Department, the contractor shall have an annual audit conducted in accordance with 2 CFR 200.
- a. The audit shall be conducted by an individual or firm licensed by the Missouri State Board of Accountancy.
  - b. The contractor shall submit a copy of the audit to the Department by the due date for filing the audit with the federal clearinghouse.
  - c. Failure to comply with the audit requirements may result in reduction of available allocation of funds, reduction or suspension of payments to the contractor or cancellation of the contract.
- 4.7.3 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
  - b. the dollar amount of Federal funds for the project or program; and
  - c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 4.7.4 The contractor shall comply with applicable requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions.

#### 4.8 **Financial Requirements**

- 4.8.1 Availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.
- 4.8.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
  - b. In the event funds are not appropriated or available for the contract, the Department shall provide prompt notification to the contractor.
  - c. In the event funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.
  - d. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
  - e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.8.3 Moneys received by the contractor as a result of this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.
- 4.8.4 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice.
- a. The contractor shall submit invoices in accordance with the requirements stated in the contract and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
  - b. The contractor shall not invoice federal or state tax.
- 4.8.5 The Department reserves the right to: 1) audit all invoices, 2) reject any invoice for good cause, 3) make invoice corrections and/or changes with appropriate notification to the contractor, and 4) deduct from an invoice any overpayment made by the Department.
- a. All overpayments shall be collected in accordance with 630.460 RSMo. Overpayment is defined by 630.460 RSMo as any payment by the Department to a vendor providing care, treatment, habilitation or rehabilitation services to clients under contract with the Department which is:
    1. In excess of the contracted rate less payments by the client, or on his behalf, as required to be made by the Standard Means Test, contained in 9 CSR 10-31.011;
    2. In payment of services not provided;
    3. In payment for any service not authorized in the contract with the Department; or
    4. In payment for services provided contrary to the provisions of the contract with the Department.
- 4.8.6 In accordance with 9 CSR 10-31.011, the contractor shall apply to the costs incurred for providing services to the client the benefits received or available on behalf of or to the client from private and public health insurance, health services corporation and health maintenance organization plans, policies and contracts including individual, company, fraternal, group, Medicare, Medicaid and similar plans to the extent and limits of the coverage for the recipient.
- a. The Department reserves the right to deduct from the contractor's invoice, if not deducted by the contractor, all amounts to be collected by the contractor from the client or other payment sources.
- 4.8.7 The contractor shall not make any collection for Title XIX Medicaid-covered services from the recipient, his or her spouse, parent, guardian, relative or anyone else receiving public assistance, and if any payment is received or assured from any other source on the recipient's account, the contractor shall deduct that amount from the claim filed with Title XIX Medicaid.

#### 4.9 **Standard Means Test**

- 4.9.1 For those services paid by the Department, the contractor shall apply the Department's Standard Means Test in accordance with 9 CSR 10-31.011, when not applied by the Department. Nothing in this contract shall deny the right of a client or his responsible person to appeal to the Department for re-determination of the amounts payable by them to the contractor under 9 CSR 10-31.011.
- 4.9.2 The contractor shall charge and become responsible for the collection of client payments as determined by the Standard Means Test, in accordance with 9 CSR 10-31.011. Amounts charged to clients, whether or not collected, shall be shown as a credit on the invoice.
- 4.9.3 The contractor shall not impose or increase fees for those services paid by the Department without the written consent of the Department, except as permitted by the Standard Means Test.
- a. Nothing in this contract shall be construed to prohibit the contractor from collecting fees for services not paid by the Department that the contractor would otherwise be entitled to collect.
- 4.9.4 Nothing in this contract shall impair the statutory rights of the Department to charge a Department client, a client's estate or the person(s) obligated to pay for services rendered to the client for expenditures made by the Department for the client.

#### 4.10 **Contractor Liability:**

- 4.10.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.
- 4.10.2 In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.
- 4.10.3 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

#### 4.11 **Insurance**

- 4.11.1 The Department and the State of Missouri cannot save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.
- 4.11.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
- 4.11.3 If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.
- 4.11.4 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

#### 4.12 **Human Rights:**

- 4.12.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act (P.L. 88-352, 42 U.S.C. § 2000e) which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d)) which prohibits sex-based discrimination;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", and E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (P.L. 103-227, 20 U.S.C. § 7183) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
- i. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.

4.12.2 The contractor shall require any subcontractor(s) to comply with the applicable human rights clauses.

4.12.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

4.12.4 The contractor shall establish a system satisfactory to the Department through which recipients of services under this contract may present grievances. The contractor shall maintain at the facility a file of all Department client grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The contractor's person in charge shall cooperate fully with any subsequent Department investigation of the grievance.

4.13 **Confidentiality:**

4.13.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.

4.13.2 Disclosure of information, by either party to the contract, concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.

4.13.3 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.

4.13.4 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

4.13.5 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department. Such safeguards shall include, but not be limited to:

- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
- b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
- c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
- d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.14 **Property of State:**

4.14.1 All client records, documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri.

- a. Upon expiration, termination, or cancellation of the contract, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

- 4.14.2 The contractor shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.
- 4.14.3 The Department shall have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
- 4.14.4 Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required herein, but not required as a specific deliverable of the contract, shall remain the property of the contractor. The contractor shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 4.14.5 In the event any copyrighted material is developed as a result of the contract, the Department shall have an irrevocable right to publish, use, and/or authorize other to use, the work/materials for Department and/or State of Missouri purposes.

#### 4.15 **Recordkeeping and Reporting Requirements**

- 4.15.1 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum, the specific number and type of service units provided, the number and type of clients served, client progress and other relevant records. The contractor shall submit itemized reports, records and information at the request of the Department.
- 4.15.2 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.15.3 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the contractor's retention of records.
- 4.15.4 The contractor shall provide the Department with prompt access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.15.5 The contractor shall retain all records pertaining to the contract for six (6) years after the close of the contract year unless audit questions have arisen or legal action is contemplated or filed within the six (6) year limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.15.6 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.15.7 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.

#### 4.16 **Notification Requirements**

- 4.16.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a client [receiving services under the contract](#).
- 4.16.2 The contractor shall notify the Department in accordance with 9 CSR 10-5.200 when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client or misuse of client funds/property.

- 4.16.3 Under circumstances, as referenced in 632.300 RSMo, in which a client's conduct is jeopardizing the safety of the client or others in the community, the contractor shall immediately notify the authorizing Department facility. If an immediate response is needed to ensure the health and/or safety of the client or others, the contractor shall also notify local law enforcement officials.
- 4.16.4 In the event the contractor receives notice of a Class I license violation from the Department of Health and Human Services or the Department of Health and Senior Services or a notice under certification that a condition of jeopardy exists, the contractor shall immediately notify the Department.
- a. Notification to the Department may be verbal and shall be followed by written notification mailed within forty-eight (48) hours.
  - b. If applicable, the contractor shall submit to the Department a copy of any plan of correction for Class I deficiencies which has been approved by the Department of Health and Senior Services, the Department, Health Care Financing Administration or other license certification or accreditation authority.
- 4.16.4 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
- a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.
- 4.17 **Contract Monitoring/Compliance**
- 4.17.1 The Department has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, the Department reserves the right to audit all records related to the contractor's performance under the contract for a period of five (5) years from the expiration date of the contract.
- a. The contractor shall cooperate with any Department review of records and other documentation related to the contractor's performance under the contract.
- 4.17.2 In the event the Department determines the contractor to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
  - b. Special conditions or restrictions may include, but are not limited to:
    - 1) Requiring the contractor to obtain additional technical assistance;
    - 2) Requiring additional levels of prior approval from the Department for contract activities;
    - 3) Requiring additional or more detailed financial reports and/or other documentation;
    - 4) Additional, ongoing contract monitoring/oversight by the Department; and/or
    - 5) Requiring the submission and implementation of a corrective action plan.
- 4.17.3 In the event the Department requires the contractor to submit and implement a corrective action plan, the Department shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.
- a. The contractor shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.
  - b. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.
  - c. The Department will notify the contractor in writing if the corrective action plan is approved or if modifications are required.
    - 1) In the event the Department requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within five (5) working days of receipt of the Department's notification that changes are required.
  - d. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to the Department.

4.18 **Miscellaneous**

- 4.18.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.18.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.18.3 The Department reserves the right to place a monitor with the contractor, given any situation described in Section 630.763 RSMo, or when the Department determines that the health, safety or welfare of the clients cannot be adequately assured.
- 4.18.4 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.18.5 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.18.6 The contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor agrees to make documentation of such compliance and any such license immediately available upon request by the Department.



## **5 Payments to the Contractor**

### **5.1 General**

- 5.1.1 The provider shall be paid for actual, authorized services provided in accordance with the requirements of the contract. The provider shall be paid in accordance with the applicable rates specified and authorized in the state billing system.
- a. The provider is advised to review the contract rate schedule specified in the state billing system prior to providing authorized services. Provision of authorized service(s) by the provider shall be considered acceptance of the rate(s) specified and authorized.
- 5.1.2 In the event the provider is providing residential services, the provider may be reimbursed, with the prior approval of the RO, for over the counter medications prescribed by a physician provided to a consumer and prescription medications included in the Title XIX Formulary when the consumer is not a Medicaid recipient or eligible for other third-party payment, and is not financially able to pay for the medication.
- a. Reimbursements for medications shall not exceed the Title XIX rate, where possible. If medication is to be totally or partially paid for by the Department, the provider shall request that physicians prescribe or allow the substitution of generic drugs whenever available and appropriate.
- 5.1.3 The provider may be reimbursed for transportation mileage related to re-location of a consumer, with the prior approval of the RO, if not such costs are not already included in a contracted service rate.
- 5.1.4 The provider may be reimbursed for other authorized ancillary services, subject to the requirements of such services.
- 5.1.5 No payments or reimbursements shall be made to the provider other than those specified above.
- 5.1.6 The Department reserves the right to recover payments for services not provided in accordance with the requirements of this contract.
- 5.1.7 The Department reserves the right to make payments to the provider through electronic funds transfer (EFT). Prior to any payments becoming due under the contract, the provider must register in the State of Missouri's vendor registration system found at <https://MissouriBUYS.mo.gov>.
- a. Throughout the duration of the contract, the provider shall maintain its vendor registration, including current ACH-EFT payment information.

### **5.2 Invoicing**

- 5.2.1 The provider shall submit requests for payment in the form and format specified by the Department. Invoices must be received in accordance with the schedule established by the Department.
- 5.2.2 Under no circumstances may the provider bill the state Medicaid agency directly for services provided under this contract.

### **5.3 Allowable/Billable Costs**

- 5.3.1 The date on which residential services begin shall be reimbursable. The date of discharge, transfer, death, or other departure shall not be considered as a reimbursable day for computation of payments.
- 5.3.2 The provider shall not be reimbursed for days the consumer is not present. The contractor's allowable monthly costs shall be redistributed across the days the consumer was present to produce an adjusted payment per day, up to the Medicaid maximum allowable per diem amount.
- 5.3.3 The provider shall not bill the Department for unapproved consumer absences. The contractor may, however, bill the consumer, the spouse, parents, conservator or other financially responsible person for such absences.
- 5.3.4 Allowable monthly costs for congregate residential habilitation services shall consist of the provider's per diem rate times the total days in a month, less any days prior to admission or subsequent to discharge.
- 5.3.5 Allowable monthly costs for Individualized Supported Living (ISL) services shall consist of the monthly reimbursable amount specified on the supported living budget, approved by the Regional Office for the month of service.

- 5.3.6 The provider shall not use funds received under this contract to supplant other sources of reimbursement for which the client is eligible.
- 5.3.7 The provider shall not charge, increase or decrease charges to a Department client without the prior written consent of the Department.
- 5.4 **3<sup>rd</sup> Party Payments**
- 5.4.1 The provider shall be responsible for collecting, from the consumer or their financially responsible person, any amounts due based on the consumer's Standard Means Test.
- a. The provider understands and agrees that the Department assumes no responsibility for the above amounts due the provider from the consumer or their financially responsible person except when the contractor:
    - 1) notifies the RO in writing within thirty (30) days after default of a payment or installment; and
    - 2) demonstrates that a reasonable effort has been made to collect.
  - b. The provider understands and agrees that the Department may exercise its option to discharge the client for failure to pay under the provisions of Section 630.210, RSMo.
- 5.4.2 All amounts paid to the provider on behalf of a Department consumer by the Department of Social Services, the Social Security Administration, the United States Department of Housing and Urban Development, the consumer, the consumer's conservator and other sources shall reduce the Department's amount payable on a dollar for dollar basis.
- 5.4.3 Credits from a client or any 3<sup>rd</sup> party payer must be reflected as a credit on an invoice no later than 90 days from receipt of the payment.

## Attachment A (Business Associate Agreement)

(rev 06.07.13)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department of Mental Health and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et seq.* including, but not limited to the following:
  - a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
  - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
  - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
  - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
  - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
  - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
  - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
  - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
    - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer.
  - k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
  - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
  - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor:**
  - 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
  - 6.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
  - 6.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
  - 6.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
  - 6.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
  - 6.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
  - 6.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
  - 6.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
7. **Obligations and Activities of the Contractor:**
  - 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
  - 7.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
    - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
    - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
    - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
    - d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
    - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
  - 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
  - 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
  - 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
  - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
- The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 7.17 Notwithstanding the language in this Agreement set forth above in the Section 7.16, the parties recognize that certain Business Associates and/or contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri.

**8. Obligations of the Department:**

- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

**9. Expiration/Termination/Cancellation**

Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

**10. Breach of Contract**

In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**Attachment B**

**Current Directive and Appendices can be found at:**  
<https://dmh.mo.gov/dd/directives/directives.html>



|                                                               |
|---------------------------------------------------------------|
| Division Directive Number<br>3.120<br>Effective Date: 11-6-18 |
| <i>Valerie Huhn</i>                                           |
| Valerie Huhn, Director                                        |

**Title:** Process to Implement Do Not Resuscitate Orders for Individuals Receiving Contracted Services.

**Applies to:** State Operated Waiver Programs, Regional Offices, Senate Bill 40 Boards, and other Not-for-Profit TCM entities and agencies contracted with the Department of Mental Health, Division of Developmental Disabilities (DD).

**Exception:** Services that are provided through the Self-Directed Model.

**Purpose:** This directive describes the process for implementing Do Not Resuscitate Orders for individuals receiving contracted services that are licensed, certified, accredited and/or required through waiver service criteria that staff providing direct service be certified to administer CPR. This shall include, for example, residential, personal assistant, day habilitation and employment services.

**OVERVIEW**

In accordance with 9 CSR10-5.180, the Division supports the rights of individuals who receive services from the Division of DD to obtain, refuse, or discontinue life-sustaining treatment. Competent adult individuals have the right to execute advance directives. However, in accordance with the Department’s statutory mission to habilitate, treat, or rehabilitate the individuals it serves, the Division and DMH Contractors shall not withhold or withdraw:

- food, hydrations, antibiotics or anti-seizure medication for the purpose of ending life;
- psychotropic drugs essential to treatment of mental illness that are otherwise authorized by law or department rule;
- any medication, medical procedure or intervention that, in the opinion of medical staff, is necessary to prevent the suicide of a resident or patient; and
- shall not withhold Cardiopulmonary Resuscitation (CPR) or other resuscitative measures unless:
  - a) the individual has been granted a DMH Non-Hospital DNR Order while in receipt of contracted services; or
  - b) the individual presents a properly executed Outside the Hospital DNR Order (OHDNR) that conforms with 19 CSR 30-40.600 and proof that the individual is currently receiving hospice services.

Note: Even when a DMH Non-Hospital DNR Order or properly executed Outside the Hospital DNR Order (OHDNR) is in place, if respiration and cardiac function have ceased spontaneously as a result of an accident or event other than a known terminal condition, and/or complications thereof, (such as choking on food), the individual shall not be left unattended and shall receive intervention necessary to preserve his or her life.

If the planning team and physician have determined that the individual's current condition is such that the performance of CPR would cause more harm than good to the person and substantially compromise his or her well-being, an alternative plan to CPR will be developed. For example, an Automated External Defibrillator [AED] or rescue breathing may be ordered instead of CPR when chest compression is contraindicated. The planning team shall pursue the **Alternative to CPR Order** Form (Appendix D) with the attending physician and retain in the front of the individual's record.

The justification and details for the alternative emergency procedure shall be incorporated into the individual service plan and reviewed and updated at least annually or as indicated with change in status. The justification and need for the **Alternative to CPR Order** shall be reviewed at least annually with the attending physician and noted on the **Alternative to CPR Order** Form.

## **RECOGNITION OF AN OUTSIDE THE HOSPITAL DNR ORDER (OHDNR) FOR INDIVIDUALS IN RECEIPT OF CONTRACTED SERVICES**

Upon receipt of the OHDNR and proof of hospice services, the contracted provider of service will complete Section I of the **OHDNR and Hospice Services Notification** Form (Appendix A) and submit a copy to the assigned Support Coordinator and applicable Division of DD Regional Office Assistant Director within 24 hours or by 5 pm the next business day.

The designated Regional Office staff will complete Section II of the **OHDNR and Hospice Services Notification** Form (Appendix A) and forward to the Division Director/designee and DMH Chief Medical Director/designee within two (2) working days from receipt.

When the individual obtains an OHDNR and has been prescribed Hospice Services, the planning team will discuss the diagnosis, prognosis, support needs, and the contracted provider's ability to meet these needs, including staff training pertaining to end of life care. The Individual Support Plan will be amended.

A Health Identification and Planning Systems (HIPS) Health Inventory will be updated and submitted for individuals receiving residential services. This will result in the Quality Enhancement (QE) RN completing a nursing consultation to review the individual's medical status and identified support needs, including provider staff training pertaining to end of life care, and that the directive criteria are met.

The Support Coordinator will monitor the individual's status and support needs during scheduled monitoring/reviews.



**If an OHDNR is rescinded by the individual or individual representative and/or Hospice Services are discontinued:** the contracted provider of service will complete Section III of the **OHDNR and Hospice Services Notification** Form (Appendix A) and submit a copy to the assigned support coordinator and applicable Division of DD Regional Office Assistant Director no later than 24 hours of receipt or within the next business day.

Upon notification, the HIPS Health Inventory, if applicable, and Individual Support Plan will be updated to reflect the change in support needs. Each provider agency is responsible for informing staff who provide direct support of the change in the individual's support needs, and notify the support coordinator that this action has occurred.

The designated Regional Office staff will complete Section IV of the **OHDNR and Hospice Services Notification** Form (Appendix A) and forward to the Division Director/designee and DMH Chief Medical Director/designee within two (2) working days from receipt.

**PROCESS FOR OBTAINING DMH AUTHORIZATION FOR A NON- HOSPITAL DNR ORDER FOR INDIVIDUALS IN RECEIPT OF CONTRACTED SERVICES**

In the event that the individual/legally responsible person requests a DMH Non Hospital DNR order to be implemented while in receipt of contracted services, but who **does not have** an OHDNR and has not been prescribed Hospice services the following process to request authorization for a DMH Non-Hospital DNR shall be followed:

The support coordinator will provide the individual/legally responsible person the **Statement of Terminal Condition** Form (Appendix B) and **Overview of the Division's Non-Hospital DNR Procedure for Persons Receiving Contracted Services** (Appendix E).

The completed **Statement of Terminal Condition** Form and supplemental documentation will be submitted to the applicable Division of DD Regional Office Assistant Director who will, upon receipt, forward to the Department of Mental Health Chief Medical Director/designee for review.

Within three (3) working days from receipt, the Chief Medical Director/designee will determine if the information provided meets the Division of DD definition of a terminal condition and return their approval, denial, or request for more information on the **Statement of Terminal Condition** Form to the applicable Division of DD Regional Office Assistant Director (or their designee) for immediate processing by the Support Coordinator.

Upon DMH authorization, the Support Coordinator will promptly notify the individual/legally responsible person and provide them a copy of the **DMH Non-Hospital DNR Order** Form (Appendix C) to be completed by the attending physician. Once the **DMH Non-Hospital DNR Order** is obtained, the Support Coordinator will ensure a copy of the **DMH Non-Hospital DNR Order** Form is immediately provided to the funded service providers and Regional Office. The individual/legally responsible person should be informed of available end of life resources, i.e. hospice services. The Support Coordinator will monitor the individual's status and support needs including any applicable staff training needs during scheduled monitoring/reviews.

The HIPS Health Inventory, if applicable, and Individual Support Plan will be updated to reflect the change in support needs. Each provider agency is responsible for informing staff who provide direct support of the change in the individual's support needs, and notify the support coordinator that this action has occurred. The applicable Division of DD Regional Office Assistant Director (or designee) will notify the Department of Mental Health Chief Medical Director/designee.

If DMH authorization for a Non-Hospital DNR order is needed beyond six (6) months from the initial date ordered, an updated Statement of Terminal Condition Form must be submitted for the Department of Mental Health's Chief Medical Director/designee review and signature.

If a DMH Non-Hospital DNR is rescinded by the individual or legally responsible person, or if a diagnosis for terminal condition changes, the service provider shall implement the changes and notify the Support Coordinator. The Support Coordinator shall notify the applicable Division of DD Regional Office Assistant Director who will notify the Department of Mental Health Chief Medical Director/designee.

Upon notification, the HIPS Health Inventory, if applicable, and Individual Support Plan will be updated to reflect the change in support needs. Each provider agency is responsible for informing staff who provide direct support of the change in the individual's support needs, and notify the support coordinator that this action has occurred.

#### **APPEAL**

If the Department does not authorize the use of a **DMH Non-Hospital DNR Order for Individuals in Receipt of Contracted Services**, the individual/legally responsible person may appeal the decision to the Department of Mental Health's Chief Medical Director/designee within 30 days.

Appeals should be addressed to:

Missouri Department of Mental Health  
Chief Medical Director's Office  
P.O. Box 687  
Jefferson City, MO 65101

or

Fax: 573-526-4742  
Local: 573-751-2794  
Toll-Free: 800-364-9687

The Chief Medical Director/designee has 10 working days to communicate with the individual/legally responsible person or other advocates as needed to provide a decision. The Chief Medical Director/designee will notify the Division with the final decision in writing.

#### **Authority and References:**

9 CSR 10-5.180 Advance Directives  
DD Contract Part II  
19CSR30-40.600



Division Directive Number  
4.300  
Effective: 10/26/16  
Revised: 4/25/18

*Valerie Huhn*  
Valerie Huhn, Director

**Title: Behavioral Support Requirements - Restrictive Interventions, Restraint, and Seclusion Time-Out**

**Applies to:** Division of Developmental Disabilities Contracted Provider Agencies

**Purpose:** Prescribes policy on the use based practices for behavior analysis services and establishing boundaries for of physical and chemical restraints, seclusion time-out, and other reactive strategies in order to promote use of least restrictive strategies and positive approaches rather aversive approaches to establishing independence and community skills and decreasing challenging behaviors.

**DEFINITIONS:**

**Behavior Support Plan:** A part of the Individual Support Plan (ISP) that is comprised of behavior analytic procedures developed to systematically address behaviors to be reduced or eliminated and behaviors and skills to be learned.

**Blocking:** A staff person using a part of their body to prevent an individual from inflicting or incurring harm when an individual is attempting to hit, kick, or otherwise harm the staff or another person. Use of pads, cushions or pillows to soften or prevent impact to the individual or others is also considered blocking. Blocking does not involve grasping or holding any part of the individual's body.

**Chemical Restraint:** As defined in Section 630.005, RSMo, are medications (prescribed or over the counter) administered with the primary intent of restraining a patient who presents a likelihood of serious physical injury to himself or others, not prescribed to treat a person's medical condition.

**Due Process:** A process in which individuals are involved and have the opportunity to voice any concerns if their rights are limited or restricted for therapeutic purposes. If they disagree, they have access to external advocacy. Any limitations or restrictions must have a specific plan as to how the individual's rights may be restored.

**Due Process Review Committee:** A committee that is operated by the Division of DD or operated by a contracted provider approved by the Division. These committees review situations where individual's, receiving services from the DMH, rights are being limited or restricted to ensure that due process has occurred and that the individual's rights are being protected.

**Individual Support Plan (ISP):** A document resulting from a person-centered process directed by the individual served, with assistance as needed by a representative, in collaboration with an interdisciplinary team. It is intended to identify the strengths, capacities, preferences, needs, and desired outcomes of the person

served. The process may include other people freely chosen by the individual who are able to contribute to the process. The person-centered planning process enables and assists the individual to access a personalized mix of paid and non-paid services and supports that will assist the person to achieve personally defined outcomes and the training, supports, therapies, treatments, and/or other services that become part of the individual support plan.

**Least Restrictive Procedure:** A procedure that maximizes an individual's freedom of movement, access to personal property, and/or ability to refuse while maintaining safety. The degree of restrictiveness is based on a comparison of the various possible procedures that would maintain safety for the individual in a given situation.

**Licensed Behavioral Service Professional:** Individual licensed in the State of Missouri under Sections 6 and 7 in 337.315 RSMo.

**Manual Hold:** Also called physical restraint and manual restraint –is any physical hold involving a restriction of an individual's voluntary movement. Physically assisting someone who is unsteady, blocking to prevent injury, etc. is not considered a manual restraint hold.

**Mechanical Restraints:** any device, instrument or physical object used to confine or otherwise limit an individual's freedom of movement, and that the person being restrained cannot easily remove. Locking a wheelchair, taking crutches, taking power mechanism from wheelchairs, special seat belts that cannot be removed by the individual, or other ways of restricting an individual's mobility are considered mechanical restraints. Mechanical restraints are prohibited from use in home and community based settings. The following are not considered mechanical restraints:

1. Medical protective equipment prescribed as part of medical treatment for a medical issue;
2. Physical equipment or orthopedic appliances, surgical dressings or bandages, or supportive body bands or other restraints necessary for medical treatment, routine physical examinations, or medical tests;
3. Devices used to support functional body position or proper balance, or to prevent a person from falling out of bed or a wheelchair;
4. Typical equipment used for safety during transportation, such as seatbelts or wheelchair tie-downs;
5. Mechanical supports or supportive devices used in normative situations to achieve proper body position and balance.

**Prohibited Procedures:** The following interventions are prohibited by the Division of Developmental Disabilities and are considered at high risk for causing harm.

1. Any techniques that interfere with breathing or any strategy in which a pillow, blanket, or other item is used to cover the individual's face;
2. Prone restraints (on stomach); restraints positioning the person on their back supine, or restraint against a wall or object;
3. Restraints which involve staff lying/sitting on top of a person;
4. Restraints that use the hyperextension of joints;
5. Any technique or modification of a technique which has not been approved by the Division, and/or for which the person implementing has not received Division-approved training;
6. Mechanical restraints are prohibited from use in Home and community based settings;
7. Any strategy that may exacerbate a known medical or physical condition, or endanger the individual's life or is otherwise contraindicated for the individual by medical or professional evaluation;
8. Use of any reactive strategy or restrictive intervention on a "PRN" or "as required" basis. Identification of safe procedures for use during a crisis, in an individual's safety crisis plan, is not considered approval for a restraint procedure on an as needed basis;

9. Seclusion -Placement of a person alone in a locked or secured room or area which the person cannot leave at will, can only be utilized as part of an approved Behavior support plan. The use of seclusion time-out requires ongoing services from a Licensed Behavioral Service Provider and prior review and approval by the Regional Behavior Support Review Committee.
10. Standing orders for use of restraint procedures – unless part of a comprehensive safety crisis plan that delineates prevention, de-escalation and least restrictive procedures to attempt prior to use of restraint;
11. Any procedure used as punishment, for staff convenience, or as a substitute for engagement, active treatment or behavior support services;
12. Use of law enforcement or emergency departments cannot be incorporated into individual support plans or behavior support plans as “PRN” procedures or as contingencies to eliminate or reduce problem behaviors;
13. Reactive strategy techniques administered by other individuals who are being supported by the agency;
14. Corporal punishment or use of aversive conditioning– Applying painful stimuli as a penalty for certain behavior, or as a behavior modification technique;
15. Overcorrection strategies – Requiring the performance of repetitive behavior as a consequence of undesirable behavior designed to produce a reduction of the frequency of the behavior.
16. Placing persons in totally enclosed cribs or barred enclosures other than cribs;
17. Any treatment, procedure, technique or process prohibited by federal or state statute.

**Qualified Personnel:** Staff persons who have received training, demonstrated competency, and maintained the required certification and understanding of the following:

1. The Physical Crisis Management System utilized at the agency in which they are employed;
2. The implementation of the individual’s safety crisis plan;
3. The implementation of the Behavior support plan and Individual Support Plan;
4. All requirements as a service provider outlined in the most current service definitions for providers.

**Reactive Strategies:** The use of immediate and short term procedures that are necessary to address dangerous situations related to behaviors that place the person or others at risk. Such procedures, if utilized as a first time response to an emergency situation. Procedures include blocking and physical restraints. This also includes responses that are more delayed such as restricting access to the community or increased levels of supervision. These are procedures used in direct reaction to the undesirable behavior as opposed to proactive and preventative strategies designed to address the undesirable behaviors in a positive fashion.

**Reactive Strategies Threshold:** This threshold applies to the use of reactive strategies that also meet the definition of restrictive interventions, the use of five (5) or more reactive strategies within a **one (1)** month period.

**Regional Behavior Support Review Committee:** A peer review committee chaired by a Division appointed Licensed Behavior Analyst and functions to provide technical assistance to individuals and their support teams and to contribute to the likelihood that Medicaid waiver assurances are adhered to and best practice of behavioral services are sustained.

**Restrictive Interventions:** The use of interventions that restrict movement, access to other individuals, locations or activities, restrict rights or employ aversive methods to modify behavior. These may also be called restrictive supports, procedures or strategies.

**Safety Assessment (Attachment A):** assessment by the planning team and physician of an individual’s physical, and/or emotional status. This includes history and current conditions that might affect safe usage of any reactive strategies, and identifies those reactive strategies which should not be used with the individual due

to medical or psychological issues of safety. The safety assessment should be completed annually or on the occasion of any significant change.

**Safety Crisis Plan (Attachment B):** An individualized plan outlining the reactive strategies designed to most safely address dangerous behaviors at the time of their occurrence or to prevent their imminent occurrences.

**Seclusion Time Out:** The involuntary confinement of an individual alone in a room or an area from which the individual is physically prevented from having contact with others or leaving. Time out is the restriction of an individual for a period of time to a designated area from which the person is not physically prevented from leaving for the purpose of providing the person an opportunity to regain self-control. (Application for a §1915(c) Home and Community-Based Waiver [Version 3.5, Includes Changes Implemented through November 2014] Instructions, Technical Guide and Review Criteria. Release Date: January 2015). Locked rooms (using a key lock or latch system not requiring staff directly holding the mechanism) are prohibited. This is sometimes referred to as a safe room or calm room.

**Significantly Challenging Behaviors:** Actions of the individual which, can be expected to result in issues described in 1 – 6 below. Services to address these behaviors may necessitate involvement of a licensed behavior analyst or other licensed professional with appropriate training and experience:

1. Have resulted in external or internal injury requiring medical attention or are expected to increase in frequency, duration, or intensity such that medical attention may be necessary without intervention by a licensed behavior support professional;
2. Have occurred or are expected to occur with sufficient frequency, duration or intensity that a life-threatening situation might result as a result of self-injury, aggression, or property destruction. Examples include excessive eating or drinking, vomiting, ruminating, eating non-nutritive substances, refusing to eat, swallowing excessive amounts of air, or running into traffic;
3. Have resulted or are expected to result in major property damage or destruction, value of property more than two hundred dollars (\$200);
4. Have resulted in or are expected to result in arrest and confinement by law enforcement personnel;
5. Have resulted in the need for additional staffing and/or behavioral/medical personal assistant services; or
6. Have resulted in the repeated use of emergency interventions and restrictive supports.

## **POLICY:**

(1) **Rights of individuals and assurances:** Individuals served by the Division have all of the rights as any other member of the community.

(A) No individual shall experience restrictive supports without due process.

(B) Restrictive supports include but are not limited to any limitation of access to:

1. Communication with others;
2. Leisure activities;
3. The individual's own money or personal property;
4. Goods or services per typical routines;
5. Access to parts of the home or the community, and
6. Privacy or independence via any direct observation and procedures such as continuous one-to-one staffing during times or places which would otherwise be considered private.

(C) In addition to those rights described in and assured by federal and state law and 9 CSR 45-3.030, all individuals served by the Division of Developmental Disabilities have the right to be treated with dignity and respect, to receive services in the least restrictive environment, and to be assured freedom from coercion and aversive stimuli.

(D) All individuals have the right to proper habilitation which includes, but is not be limited to, comprehensive medical/dental care, education, employment, recreation, specialized therapies, training, social services, transportation, self-determination supported decision-making, family supports, supports to have meaningful days including employment, day habilitation services, habilitative and rehabilitative services suited to the needs of the individual regardless of age, or degree of disability.

(E) All individuals served by the Division of Developmental Disabilities shall have strategies that may prevent problem situations and challenging behaviors included in their individual plans of support. Preventive strategies shall meet the following conditions:

1. If there is a Behavior Support Plans, preventive strategies must be included;
2. Preventive strategies may be developed by non-licensed team members if the behaviors of concern meets the following conditions:
3. The behavior has not caused significant injury or danger to self, others, or property;
4. The behavior has not restricted the individual's access to the community, and
5. If the support strategies involved may typically be considered public domain by promoting a more positive environment, enriching the individual's daily routine, and teaching more functional skills but are not solely the practice of applied behavior analysis.

(F) Individuals who are receiving paid supports who have experienced or are considered by the person centered planning team as likely to experience emergency interventions shall:

1. Have qualified personnel supporting them who have been competency trained in an emergency intervention system, who maintain current certification in the system; and
2. Have a safety assessment and a current safety crisis plan with all support providers

(2) **Service delivery:** Providers comply with the terms and conditions of the home and community-based waivers approved by the Center for Medicare and Medicaid Services and operated by the Division of Developmental Disabilities and the MO HealthNet DD Waiver Provider Manual.

(A) Individuals have the right to receive appropriate supports and services in accordance with their ISP and in accordance with 9 CSR 45-2.017.

(B) Individuals are integrated in and have access to the greater community in accordance with 42 CFR 441.301. The division ensures that services provided are of good quality and comparable to those provided to persons in the community without disabilities; and

(3) **Implementation and Monitoring Requirements:** Contracted providers shall monitor and implement positive proactive strategies to reduce the likelihood that an individual will require reactive strategies or restrictive interventions.

(A) Providers shall develop processes to review usage as the threshold criteria for reactive strategy is reached.

(B) Individuals reaching the reactive strategy threshold trigger the planning team's extensive review and analysis of the problem situations. The planning team should:

1. Convene within five (5) business days to complete the review and any modifications.
2. Identify triggers, preventative strategies and barriers to using the least restrictive strategies;



3. Consider the need for a functional behavior assessment, and development of a formal behavior support plan or revision of an existing behavior support plan;
  4. Develop new or revised proactive strategies and strategies to prevent situations that are likely to result in use of reactive strategies.
- (C) Any individual meeting the reactive strategy threshold for three (3) consecutive quarters are considered for referral to the Regional Behavior Support Review Committee for consultation. If an individual meets the reactive strategy threshold for three (3) or more quarters in a two (2) year period, the planning team shall request behavioral services.
- (4) **Restrictive Interventions:** Restrictive interventions other than approved physical crisis management procedures shall not be used as an emergency or crisis intervention.
- (A) Use of restrictive procedures that meet the definition of reportable events must be reported in accordance with 9 CSR 10-5.206.
- (B) Restrictive interventions are utilized only as alternatives to more restrictive placements and only as a means to maintain safety and allow the teaching of alternative skills that the individual can utilize to more successfully live in the community.
- (C) The ISP includes justification for any modification (restrictions). The following requirements are documented in the person-centered service plan:
1. Identification of a specific and individualized assessed need;
  2. Documentation that the positive interventions and supports used prior to any modifications to the person centered service plan;
  3. Documentation that less intrusive interventions were tried but were not successful.
  4. Regular collection and review of data to measure the ongoing effectiveness of the intervention;
  5. Established time limits for periodic reviews to determine if the intervention is still necessary or can be terminated;
  6. Informed consent of the individual or their legal guardian;
  7. Assurances that interventions and supports will cause no harm to the individual as described in 42 CFR 441.301(c)(2)(xiii).
- (D) Prohibited Procedures: The following interventions are prohibited by the Division of Developmental Disabilities and are considered at high risk for causing harm :
1. Any techniques that interfere with breathing or any strategy in which a pillow, blanket, or other item is used to cover the individual's face;
  2. Prone restraints (on stomach); restraints positioning the person on their back supine, or restraint against a wall or object;
  3. Restraints which involve staff lying/sitting on top of a person;
  4. Restraints that use the hyperextension of joints;
  5. Any technique or modification of a technique which has not been approved by the Division, and/or for which the person implementing has not received Division-approved training;
  6. Mechanical restraints;
  7. Any strategy that may exacerbate a known medical or physical condition, or endanger the individual's life or is otherwise contraindicated for the individual by medical or professional evaluation;
  8. Use of any reactive strategy or restrictive intervention on a "PRN" or "as required" basis;
  9. Standing orders for use of restraint procedures not part of a comprehensive safety crisis plan that delineates prevention, de-escalation and least restrictive procedures to attempt prior to use of restraint;



10. Any procedure used as punishment, for staff convenience, or as a substitute for engagement, active treatment or behavior support services;
11. Use of law enforcement or emergency departments cannot be incorporated into individual support plans or behavior support plans as “PRN” procedures or as contingencies to eliminate or reduce problem behaviors;
12. Reactive strategy techniques administered by other individuals who are being supported by the agency;
13. Corporal punishment or use of aversive conditioning– Applying painful stimuli as a penalty for certain behavior, or as a behavior modification technique;
14. Overcorrection strategies – Requiring the performance of repetitive behavior as a consequence of undesirable behavior designed to produce a reduction of the frequency of the behavior;
15. Placing persons in totally enclosed cribs or barred enclosures other than cribs; and
16. Any treatment, procedure, technique or process prohibited by federal or state statute.

(E) Procedures that may be conditionally approved in writing by the Division:

1. Any modification to a physical crisis management technique or any non-nationally recognized physical crisis management system.
2. Seclusion time out-placement of a person alone in a secured room or area which the person cannot leave at will shall only be utilized as part of an approved Behavior Support Plan. The use of seclusion time-out requires ongoing services from a Licensed Behavioral Service Provider and prior review and approval by the Regional Behavior Support Review Committee; and
3. Use of physical crisis management procedures when part of a comprehensive safety crisis plan that delineates prevention, de-escalation and least restrictive procedures to attempt prior to use of restraint.

(5) **Behavior Support Plans (BSP):** BSPs are only developed by a licensed behavioral service provider in collaboration with the individual’s support system. The techniques included, in the plan, are based on a functional assessment of the target behaviors. The techniques meet the requirements for the practice of applied behavior analysis under Section 337.300 through 337.345 RSMo. The plan includes the following information:

- (A) Alternative behaviors for reduction and replacement of target behaviors, defined in observable and measurable terms. They are specifically related to the individual and relevant environmental variables based on FBA;
- (B) Goals and objectives for acquisition of appropriate alternative behaviors;
- (C) Interventions aligned with positive functional relationships described in FBA including strategies to address establishing operations, contextual factors, antecedent stimuli, contributing and controlling consequences and physiological and medical variables;
- (D) Data collected must include antecedents/triggers, description of events, duration, consequence/result, and effects of interventions;
- (E) If physical restraint or time-out are used monitoring of health status is observed and data documented for one (1) hour after the event in 15 minute intervals. Health status data may include monitoring of vital signs including pulse, visual observations of energy/lethargy level, engagement with others or other observed reactions;
- (F) Description of specific data collection methods for target behaviors to assess the effectiveness of the strategies and data collection methods to assess the fidelity of implementation strategies;
- (G) Data displayed in graphic format in the monthly progress reports, with indications for the environmental conditions and changes relevant to target behaviors;

- (H) Proactive strategies to prevent challenging behaviors, improve quality of life, promote desirable behaviors and teach skills, that are specifically described for consistent implementation by family and/or staff;
- (I) Specific strategies with detailed instructions for reinforcement of desirable target behaviors;
- (J) Specific strategies to generalize and maintain the desired effects of plan, including strategies for fading contrived contingencies to natural contingencies to support system changes and maintain these strategies after BSP is faded;
- (K) A Safety Crisis Plan if it is necessary to have strategies to intervene with at risk behaviors to maintain safety;
- (L) If a plan includes physical restraint or time-out, specific criteria and procedures are identified;
- (M) Target behavior(s) related to the symptoms for which psychotropic medications were prescribed and when they should be administered and the process for communicating data with the prescribing physician;
- (N) Description of less restrictive methods attempted in the past, their effectiveness, and rationale that proposed BSP strategies are the least restrictive and most likely to be effective as demonstrated by research or history of individual;
- (O) The method of performance based training to competency for care givers and staff providing oversight;
- (P) Data are reviewed at least monthly by qualified program staff. The qualified behavioral service provider reviews data at least monthly; and
- (Q) Description of how the plan will be communicated to all supports, and services including the frequency with which the ISP team will receive updates.

(6) **A Safety Crisis Plan** is developed by the support team after the first use of any reactive strategy that is also restrictive or when the personal history of the individual indicates there is a likelihood that reactive strategies may be needed in the future, or where the individual's support team plans to use reactive strategies.

- (A) If reactive strategies are considered likely and necessary, the team shall be proactive and consider the need for more specialized support strategies in the ISP and services such as Person Centered Strategies Consultant or Behavior Analysis Services (see Medicaid Waiver service definitions);
- (B) Procedures identified are least restrictive and within safety parameters of the safety assessment. These are used as a last resort after implementation of proactive, positive approaches;
- (C) If a safety crisis plan includes physical restraint or time-out, specific criteria and procedures are identified;
- (D) The plan includes the informed consent of the person, their parent or guardian;
- (E) The Safety Crisis Plan is a part of the Individual's Support Plan; and
- (F) Safety Crisis Plans are part of any Behavior Support Plans.

(7) **Restraints:**

- (A) Techniques used to physically restrain individuals are limited to those from nationally recognized physical crisis management programs. Any internally developed recognized program requires approval by the Division.
  1. Requests for use of physical crisis management systems other than those that are nationally recognized must be made, in writing, to the Chief Behavior Analyst of the Division.
  2. If internally developed systems are approved and utilized, a quarterly analysis of the use of the restraint procedures and strategies to eliminate the need must be completed, with this documentation submitted to the Chief Behavior Analyst.
- (B) Use of physical restraint and the name of the approved or nationally recognized crisis management program must be included in the individual's Safety Crisis Plan (as required in RSMo 630.175.1).

Restraints are only used in situations of imminent harm to prevent an individual from injuring self or others.

1. Less restrictive crisis management procedures including de-escalation techniques and environmental management should be attempted prior to use of any type of restraint. Use of restraints are required to be included in a Safety Crisis Plan.
  2. The physical restraint technique shall be used only in the manner designed and must be formally trained to competency and staff must maintain certification as specified by the physical crisis management system.
  3. Physical restraint techniques shall only be employed for situations of imminent harm to self or others and not to protect property..
  4. Any improper or unauthorized use of a physical restraints or excessive application of force may be considered abuse and may prompt an investigation.
  5. Blocking is not considered a physical restraint procedure if used as defined in this rule.
- (C) Any use of a chemical restraint must be included in an approved Safety Crisis Plan meeting the following criteria:
1. Identification of chemical restraints to be used;
  2. Written physician orders for any chemical restraints are time limited and for no longer than three hours.
  3. Written orders are placed in the individual's record and contain at least the following information:
    - a. Brief description of the imminent harm situation including ongoing activities, staff actions and the individual's actions that relates to the imminent harm;
    - b. Type of chemical restraint used;
    - c. The time when the order was written;
    - d. The time when the chemical restraint was first administered;
    - e. Ongoing visual observation and safety check occurs during the time that the chemical restraint is affecting the individual.
- (D) Standing or PRN orders for chemical restraints shall not be used. Specification in a Safety Crisis Plan or reactive strategies deemed safe for an individual and/or recommended as the most likely to be effective will not be considered as PRN orders.
- (E) The authorized medical professional designated by the physician writing the order shall observe the individual and evaluate the situation within thirty (30) minutes from the time chemical restraints were initiated.
1. In an emergency in which an on-site authorized physician is not available, only a registered nurse or a qualified licensed practical nurse may administer chemical restraints to an individual and only after receiving an oral order from an authorized physician.
  2. The documentation of such orders include the following:
    - a. Name of physician who gave the order;
    - b. Name of nurse who received the order;
    - c. Name of nurse who actually administered the chemical restraint – identify behaviors requiring the chemical restraint in specific terms that allow measurement;
- IV. Anticipated effects of the medication and time frame related to the effects.
3. The person administering the chemical restraints shall document the information required and the physician's oral order in the individual's record or equivalent record.
  4. The oral order shall be signed by a physician as soon as possible after the initial administration of the chemical restraint.
- (F) Mechanical restraints are prohibited.

- (8) **Seclusion Time Out:** Utilization of a seclusion time-out (or safe-room) procedure requires that there be a functional assessment of the target behavior, a behavior support plan, request to the Chief Behavior Analyst, in writing, specifying the rationale for the use of the procedure, and approval of the designated time-out area or room. The individual support plan identifies the need for such restrictive procedures and include behavioral services to support the individual to learn alternative behaviors and less restrictive supports.
- (A) Seclusion time-out will become a prohibited procedure as of July 1, 2021.
- (B) Behavioral services remain active during the time period in which the behavior support plan (seclusion time-out intervention) is in place.
- (C) The Behavior Support Plan with a time-out procedure includes all elements identified in (6) of this rule as well as the following:
1. Specification that only qualified personnel may use seclusion time-out for an individual under conditions set out in an approved behavior support plan.
  2. If the behavior support plan includes time-out, it is reviewed and approved by the following:
    - a. Regional Office's Behavioral Support Review Committee;
    - b. The individual or the family, or legal guardian as appropriate; and
    - c. The Chief Behavior Analyst or designee.
  3. Target behaviors, operationally defined, and consistent with the function identified in the functional assessment for the target behavior;
  4. Description of strategies to ensure high rates of positive reinforcement and engaging activities are available for the individual making "time in" an enriched situation;
  5. Criteria for release from time-out and discontinuation of a time-out episode:
    - a. Release from time-out criteria is limited to no more than five minutes of calm behavior.
    - b. Total duration for the seclusion time-out episode shall be no more than one hour except in extraordinary instances (during initial stage of program) that are personally approved at the time of occurrence by the behavior analyst and reviewed within one business day by the region's assigned area behavior analyst.
    - c. Continuous observation of the person in time-out.
    - d. Seclusion time-out will be discontinued if there are any signs of injury or medical emergency and the person will be assessed by appropriate medical personnel.
    - e. The date, time and duration of each time-out intervention shall be documented on a data sheet and on an event management form.
- (D) Time-out areas or rooms shall meet the following safety and comfort requirements:
1. Areas and rooms to be utilized for seclusion time-out and the procedures for the use of time-out shall be reviewed and approved by the Chief Behavior Analyst or designee.
  2. Continuous observation of the individual in the area shall be maintained at all times.
  3. Adequate lighting and ventilation shall be used at all times.
  4. The area or room shall be void of objects and fixtures such as light switches, electrical outlets, door handles, wire, glass and any other objects that could pose a potential danger to the individual in time-out.
  5. If there is a door to the room or area, it will open in the direction of egress such that the individual in the room is not able to bar the door to prevent entry.
  6. The door shall be void of any locks or latches that could allow the door to be locked without continuous engagement by a staff person.
  7. The room or area will be at least six (6) feet by six (6) feet in size or large enough for any individual, who will utilize the room, to lie on the floor without head or feet hitting walls or door.

(9) **Division Oversight for Significantly Challenging Behaviors:** The Division provides oversight for services provided to individuals with significantly challenging behaviors through Regional Behavior Support Committees (RBSRC). The division shall establish at least two (2) RBSCs. Additional RBSCs may be established depending upon need and staff capacity.

(A) The RBSC is appointed by the division director or designee.

(B) The RBSC consist of three (3) to five (5) members including:

1. A chairperson who is a licensed behavior analysis employed by the division;
2. A member or members of the provider community licensed to practice applied behavior analysis or who provided behavior therapy under contract with DMH prior to January, 2012 or who are working towards BCBA or BCaBA certification under the supervision of a licensed behavior analysis.
3. A medical consultant or other professionals as indicated by the information under review or requested by the chairperson.

(C) The RBSC shall meet at least once every three (3) months, and may meet as often as needed to fulfill responsibilities.

(D) The purpose of Regional Behavior Support Committees is to promote the implementation of best practice strategies that lead to greater independence and enhanced quality of life for individuals experiencing challenging behaviors. Behavior support committees ensure the following:

1. That waiver assurances are met;
2. That best practice behavioral services are followed;
3. That ethical guidelines are followed;
4. That behavioral strategies are least restrictive; and
5. That implementation of strategies documented in the individual support plans and behavior support plans support progress toward greater independence and enhanced quality of life.

(E) The division shall establish with the RBSC review criteria to prioritize at least the individuals with significantly challenging behaviors and those individuals whose supports include restrictive interventions.

1. Criteria for prioritizing shall include the following:

- a. Individuals experiencing significantly challenging behaviors;
- b. Or who have reached the threshold criteria for reactive strategies;
- c. Or who have been prescribed psychotropic/behavior control medications;
- d. Or who have PRN psychotropic medication for behavioral support;
- e. Or individuals for whom high risk outcomes such as law enforcement involvement or psychiatric hospitalizations.

2. The Regional Director and the Regional Behavior Supports Review Committee prioritizes reviews to ensure appropriate representation based upon issues that represent regional challenges to meet identified objectives.

3. A behavior support plan may be reviewed based on a request by the members of the ISP, including but not limited to the parent/guardian, support coordinator, or Regional Director (or designee) to provide technical assistance.

(10) **Review Process for Unauthorized Procedures:** If use of prohibited or unauthorized procedures are discovered, the following occurs:

(A) Regional Director is notified of the use of prohibited procedures, the agency involved, persons for whom the procedures were utilized, and reasons for use;

(B) Regional Director directs regional staff and Area Behavior Analyst to conduct a focused review of the agency;

(C) If the focused review confirms that prohibited or unauthorized procedures were used, the Regional Office Director will be informed and notify the provider and support coordinator;

- (D) Area Behavior Analyst works with planning teams to determine appropriateness of strategies and need for additional services to assist the provider to address the situations positively, proactively and preventatively;
- (E) Area Behavior Analyst refers supports of individuals, for whom the prohibited practices have been used, to the RBSRC; and
- (F) Follow up reviews of the provider will occur, to ensure that appropriate procedures and supports are utilized and prohibited practices have been discontinued, for a duration determined by the Chief Behavior Analyst.

**Authority:**

9 CSR 25-5.010 <http://www.sos.mo.gov/adrules/csr/current/9csr/9c25-5.pdf>

DD Non-Waiver Service Definitions <http://dmh.mo.gov/dd/provider/docs/servicedefinitions.pdf>

RSMo 630.005 <http://www.moga.mo.gov/mostatutes/chapters/chapText630.html>

RSMo 630.175.1 <http://www.moga.mo.gov/mostatutes/chapters/chapText630.html>

RSMo 337.300. to 337.345 [www.moga.mo.gov/mostatutes/chapters/chapText337.html](http://www.moga.mo.gov/mostatutes/chapters/chapText337.html)

9 CSR 10-5.206 <https://www.sos.mo.gov/adrules/csr/current/9csr/9csr>

9 CSR 10-5.200 <https://www.sos.mo.gov/adrules/csr/current/9csr/9csr>

42 CFR 441.301(c) (2) (xiii) [http://www.ecfr.gov/cgi-bin/text-idx?node=se42.4.441\\_1301&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?node=se42.4.441_1301&rgn=div8)



Attachment A  
**Crisis Safety Assessment**

**Instructions:** Assessment should include what the person might do (behavior) in the escalation, crisis and de-escalation stages of the most likely crisis episodes and the types of interventions/strategies that have been successfully and unsuccessfully used in recent past episodes. Any possible medical or physical issues should be evaluated by appropriate medical staff and these should be considered in the development of the plan. Prohibitions of strategies that would complicate or endanger the person's physical or mental health must be explicitly identified in the plan. The persons' typical supports and needs must be evaluated and every effort made to address improvement in the quality of life and meeting identified needs as well as incorporating strategies to prevent crisis in the individual support plan. When possible the strategies planned should be developed with the person and practiced with the person and their support team. The plan should be evaluated after each crisis event and modified as necessary.

**Specific Issues to address in the Safety Crisis Assessment**

**Health and Safety**

- Any health issues that might preclude use of PRN medications? Reactions to medications?
- Use of any holds or restraints? Ex. Brittle bones, asthma, overweight, history of sexual abuse or physical abuse, range of motion issues, shoulder or knee pain or injuries, seizures, bladder issues that might increase discomfort or need for release
- Allowing extended time of escalation? Ex. Heart conditions, asthma, medications that might make him/her sun or heat sensitive
- Any history with police, hospitals or being restrained that might affect using or not using one of these?

**Quality of life and/or unmet needs**

- What is lacking in the person's life, services need that are unavailable that might be necessary to consider for crisis prevention/intervention?
- Ex. Does not have a meaningful day, likes to feel important but has no skills or role that meet that need, used to be the mail delivery person at school and assist the janitor but has nothing like that now that graduated. Going to hospital, having case manager come and talk about problems, having police come all may serve to help person "feel important". Need to find ways that these can happen without making a crisis.

**Relaxation skills the person has or is developing**

- **Strategies used in the past-** What has been done in the past in situations – effective or not effective

- What the individual prefers when upset and prefers not to happen
- What might interrupt or prevent a situation from escalating

### **What you might expect to happen in a crisis situation**

- **What are the possible trigger situations and precursors behaviors**
  - Upsetting or aggravating events to avoid when trying to prevent or de-escalate
  - Behaviors the person might do that might indicate he/she is becoming upset or having difficulty coping with a situation
- **How long has the person stayed upset in the past?** Get idea of how long, longest event of dangerous to self or others behavior has lasted.



Attachment B  
**Safety Crisis Plan Example Model Format**

Name:

Date of Plan Development:

Supports/Provider/Program:

Team members developing plan:

(If child or under guardianship) Parent or guardian involved in developing plan:

Consent to use the plan given by (individual/parent/guardians signature): \_\_\_\_\_

Date parent/guardian provided consent to use: \_\_\_\_\_

Need(s) (Specific statement related to Medical Necessity): \_\_\_\_\_ needs help to interact with others without physical or verbal aggression. In the past these actions have resulted in (describe most severe results of episodes, list dates of most recent episodes):

Support Plan Goal: \_\_\_\_\_ (example: will meet and participate in the after school program with no episodes of physical or verbal aggression)

Assessment for this Plan: (If the crisis safety plan strategies must be implemented more than 2 times in a month or 3 times in a quarter this is indication that more complete functional behavior assessment and development of a behavior support plan by a licensed professional is necessary).

Problem Behavior (specify frequency, intensity or duration):

Possible Trigger Events: (What might happen that could result in it more likely that he will become upset and engage in the problem behavior?)

Possible precursor behaviors: (What might he do that tells you he is getting upset?)

Common result of the problem behaviors: (What has typically been the response of the staff when the problem behavior has happened in the past? Both adult/staff responses and reactions and his response/reactions to these). These may be necessary actions for safety, responses that are used to teach student to not engage in the problem behaviors, unplanned reactions – any of these may be acting to contribute to the problems continuing).

| Adults/staff have done                         |                       | Student responded by |                                                   |
|------------------------------------------------|-----------------------|----------------------|---------------------------------------------------|
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
| <b>Prevention Steps</b>                        |                       |                      |                                                   |
| Trigger Event (list each known event)          | Action to Take        | Person Responsible   | How long or how often should the actions be done? |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
| Precursor behaviors (list each known behavior) | <i>Action to Take</i> | Person Responsible   | How long or how often should the actions be done? |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |
|                                                |                       |                      |                                                   |

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Criteria for directly addressing the problem behavior: (when do you move from prevention/de-escalation to trying to directly intervening or seeking assistance?)

| Criteria for escalating safety intervention | Action to Take | Person Responsible | How long or how often should the actions be done? |
|---------------------------------------------|----------------|--------------------|---------------------------------------------------|
|                                             |                |                    |                                                   |
|                                             |                |                    |                                                   |
|                                             |                |                    |                                                   |
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|                                             |                |                    |                                                   |
|                                             |                |                    |                                                   |
|                                             |                |                    |                                                   |
|                                             |                |                    |                                                   |

Documentation of implementation of plan: (describe how use of any of safety crisis plan will be documented):

Communication of use of plan to other members of the team, including parents and support coordinator: (describe how and by whom the use of plan will be communicated):

Attachment C  
**TIME-OUT/SAFE ROOM REVIEW TOOL**

**Requested by:**

**Requested for:**

**Reviewed by:**

**Date of review:**

**Indicate one: Behavior Support Plan including Safe Room procedures meet necessary requirements**

**OR**

**Behavior Support Plan or Safe Room procedures do NOT meet necessary requirements and revision is recommended**

| Necessary Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | present | inadequate | Comments/recommendations |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------|--------------------------|
| 1. Purpose of room: (indicate one) <ul style="list-style-type: none"> <li>• Time out – for out of control behavior and to effect reduction of behavior frequency</li> <li>• Safe room – for out of control behavior to insure safety during periods of escalation</li> </ul>                                                                                                                                                                                                                               |         |            |                          |
| 2. Exit criteria: clear and dependent on short period of “calm” behavior, operationally defined for the individual.                                                                                                                                                                                                                                                                                                                                                                                        |         |            |                          |
| 3. Medical issues that may be related to the behaviors of concern have been                                                                                                                                                                                                                                                                                                                                                                                                                                |         |            |                          |
| 4. ISP thorough and includes a variety of activities and a functional schedule including choice of reinforcing events daily and learning activities for meaningful skills including leisure/self entertainment beyond “watching or listening” investigated and are being addressed.                                                                                                                                                                                                                        |         |            |                          |
| 5. Other less restrictive interventions are inappropriate or have been ineffective as evidenced by #6.                                                                                                                                                                                                                                                                                                                                                                                                     |         |            |                          |
| 6. The following items have been done and reviewed by an independent BCBA or expert in PBS(as appropriate: <ul style="list-style-type: none"> <li>• Functional Behavior Assessment completed – in depth.</li> <li>• BSP is positive with strategies to improve skills and re arrange contingencies so that desirable behaviors are more reinforced than the behaviors of concern.</li> <li>• Data collection is ongoing and reliable.</li> <li>• BSP implemented with fidelity and consistency.</li> </ul> |         |            |                          |
| 7. The behavior of concern for which the safe room or time out room would be used is of significant intensity to warrant a restrictive intervention- documentation reviewed EMTs, data collection from BSP, hospitalizations, police reports.                                                                                                                                                                                                                                                              |         |            |                          |
| 8. Design and oversight of strategies/BSP by qualified provider of behavioral services                                                                                                                                                                                                                                                                                                                                                                                                                     |         |            |                          |
| 9. Strategies designed to teach self-calming and                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |            |                          |

|                                                                                                                                                                                                                                                                                    |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| then to allow egress when calm in plan.                                                                                                                                                                                                                                            |  |  |  |
| 10. Transporting the person to the room is possible and within safety parameters and alternative strategies can be used if room is not available (situation occurs out of the home).                                                                                               |  |  |  |
| 11. Safety precautions planned and sufficient.                                                                                                                                                                                                                                     |  |  |  |
| 12. Room meets safety standards described in DOR 4.145 including the following: <ul style="list-style-type: none"> <li>• Continuous observation of the individual is possible in the room</li> <li>• and identified as a necessary component of use of room in the plan</li> </ul> |  |  |  |
| 13. Data collection for use of room and reviewed by supervisor                                                                                                                                                                                                                     |  |  |  |
| 14. Staff competency trained in use of room and documentation of use                                                                                                                                                                                                               |  |  |  |
| 15. Likelihood of over use or abuse limited                                                                                                                                                                                                                                        |  |  |  |
| 16. Behavioral repertoire does not include self-injury or parameters for intervening in self-injury when in room identified and approved by medical staff.                                                                                                                         |  |  |  |
| 17. Action steps for staff to take if consumer injured while in room identified in plan                                                                                                                                                                                            |  |  |  |
| 18. Regional Office Human rights Committee and Behavior Support Committee have reviewed plan and data and addressed concerns and schedule for ongoing review of use of room established.                                                                                           |  |  |  |

**Exhibit # 1**  
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered Transactions**

*This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).*

***(Before completing certification, read instructions for certification below)***

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

---

Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



*CAMDEN COUNTY SB40 BOARD OF DIRECTORS*  
**RESOLUTION NO. 2019-11**

**APPROVAL OF AMENDED CODE OF ETHICAL CONDUCT AGREEMENTS**

**WHEREAS**, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

**WHEREAS**, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) reviews, amends, and appeals its existing Bylaws, policies, plans, manuals, handbooks, ethics documents, and job descriptions and creates new Bylaws, policies, plans, manuals, handbooks, ethics documents, and job descriptions as needed to remain effective in its Agency administration and remain compliant with regulatory statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend its Code of Ethical Conduct Agreements.
2. That the Board hereby amends and adopts its Code of Ethical Conduct Agreements for Board Members and Employees (see Attachments "A" and "B", respectively, hereto) as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Vice Chairman, or Treasurer

\_\_\_\_\_  
Date

Attachment “A” to Resolution  
2019-11



# **Camden County Developmental Disability Resources**

## **CODE OF ETHICAL CONDUCT AGREEMENT**

As a Board Member with Camden County Developmental Disability Resources (CCDDR), I affirm the following:

- I will not discriminate against or refuse services to anyone on the basis of race, color, creed, age, sex, religion, disability, nationality, sexual orientation, or ethnicity.
- I will not use my professional relationship to further my own interests.
- I will base my decisions on and act in the best interest of the agency and the individuals served by the agency.
- I will not authorize any action or transaction on behalf of the Board of Directors in any procurement of services or execution of any legal document, legal agreement, contractual agreement, use of property, or other similar action or transaction without being authorized to do so by the Board of Directors.
- I will maintain boundaries with all persons served, their families and stakeholders.
- I will not sign as a witness on any legal documents pertaining to persons served, their families, or stakeholders, except if acting within the capacity of which I am the legally designated representative, primary relative, and/or legal guardian for a specific individual.
- I will evidence a genuine interest in all persons served and do hereby dedicate myself to assisting them in achieving their preferences, dreams, and helping them help themselves.
- I will respect the privacy of persons served by CCDDR and hold in confidence all information obtained in the course of my duties and interactions.
- I will maintain confidentiality when storing or disposing of participant records and data.
- I will maintain a professional attitude, which upholds confidentiality towards individuals served, staff, applicants, and CCDDR.
- I will respect the rights and the views of the public, staff, and my fellow Board members and agree to treat them with fairness, courtesy, and good faith.

- I will not exploit the trust of the public, staff, or individuals served by the agency.
- I will make every effort to avoid relationships that could impair my professional judgment.
- I will not engage in, or condone, any form of harassment or discrimination.
- I will extend respect and cooperation to fellow Board members and staff throughout the organization regardless of position.
- If I have the responsibility for employing and evaluating the performance of any other staff member, I will do so in a responsible, fair, considerate, and equitable manner.
- If I am aware that a fellow Board member or staff has violated ethical standards of CCDDR, I have the duty and the responsibility to report such violations to the Executive Director and the Board of Directors for investigation.
- I will accurately represent my education, training, experience, and competence as they relate to my professional position.
- I will correct, whenever possible, any misleading or inaccurate information and representations made by others concerning CCDDR or its services.
- I have a total commitment to provide the highest quality of services in the performance of my responsibilities.
- I will continually assess my personal strengths, limitations, biases, and effectiveness.
- I will strive to become and remain proficient in the practice and the performance of my position.
- I will act in accordance with the highest standards of integrity.
- I will not advise on problems outside the bounds of my competence.
- I will seek assistance for any problems that impairs my performance.
- I understand that violation of this Code of Ethical Conduct Agreement may be grounds for removal.

---

Board Member Signature

---

Printed Name

---

Date

Attachment “B” to Resolution  
2019-11

# Camden County Developmental Disability Resources

## CODE OF ETHICAL CONDUCT AGREEMENT

As an employee or volunteer with Camden Co. Developmental Disability Resources (CCDDR), I affirm the following:

- I will not discriminate against or refuse services to anyone on the basis of race, color, creed, age, sex, religion, disability, nationality, sexual orientation, or ethnicity.
- I will not use my professional relationship to further my own interests.
- I will base my decisions on and act in the best interest of the agency and the individuals served by the agency.
- I will not authorize any action or transaction on behalf of the agency and/or the Board of Directors in any procurement of services or execution of any legal document, legal agreement, contractual agreement, use of property, or other similar action or transaction without being authorized to do so by the Executive Director and/or the Board of Directors.
- I will maintain boundaries with all persons served, their families and stakeholders.
- I will not sign as a witness on any legal documents pertaining to persons served, their families, or stakeholders, except if acting within the capacity of which I am the legally designated representative, primary relative, and/or legal guardian for a specific individual.
- I will evidence a genuine interest in all persons served and do hereby dedicate myself to assisting them in achieving their preferences, dreams, and helping them help themselves.
- I will respect the privacy of persons served by CCDDR and hold in confidence all information obtained in the course of my duties and interactions.
- I will maintain confidentiality when storing or disposing of participant records and data.
- I will maintain a professional attitude, which upholds confidentiality towards individuals served, coworkers, applicants, and CCDDR.
- I will respect the rights and the views of the public and my coworkers and agree to treat them with fairness, courtesy, and good faith.

- I will not exploit the trust of the public, coworkers, or individuals served by the agency.
- I will make every effort to avoid relationships that could impair my professional judgment.
- I will not engage in, or condone, any form of harassment or discrimination.
- I will extend respect and cooperation to coworkers throughout the organization regardless of position.
- If I have the responsibility for employing and evaluating the performance of any other staff member, I will do so in a responsible, fair, considerate, and equitable manner.
- If I am aware that a coworker has violated ethical standards of CCDDR, I have the duty and the responsibility to report such violations to my immediate supervisor, the Compliance Manager, and/or the Executive Director for investigation.
- I will accurately represent my education, training, experience, and competence as they relate to my professional position.
- I will correct, whenever possible, any misleading or inaccurate information and representations made by others concerning CCDDR or its services.
- I have a total commitment to provide the highest quality of services in the performance of my responsibilities.
- I will continually assess my personal strengths, limitations, biases, and effectiveness.
- I will strive to become and remain proficient in the practice and the performance of my position.
- I will act in accordance with the highest standards of integrity.
- I will not advise on problems outside the bounds of my competence.
- I will seek assistance for any problems that impairs my performance.
- I understand that violation of this Code of Ethical Conduct Agreement may be grounds for disciplinary action up to and including dismissal.

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Employee Signature

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Date

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Printed Name



*CAMDEN COUNTY SB40 BOARD OF DIRECTORS*  
***RESOLUTION NO. 2019-12***

**APPROVAL OF AMENDED ETHICAL CONDUCT AND VALUES STATEMENT**

**WHEREAS**, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

**WHEREAS**, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) reviews, amends, and appeals its existing Bylaws, policies, plans, manuals, handbooks, ethics documents, and job descriptions and creates new Bylaws, policies, plans, manuals, handbooks, ethics documents, and job descriptions as needed to remain effective in its Agency administration and remain compliant with regulatory statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend its Ethical Conduct and Values Statement.
2. That the Board hereby amends and adopts its Ethical Conduct and Values Statement (see Attachment "A" hereto) as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Vice Chairman, or Treasurer

\_\_\_\_\_  
Date

Attachment “A” to Resolution  
2019-12

# **CAMDEN COUNTY DEVELOPMENTAL DISABILITY RESOURCES**

## **Ethical Conduct and Values Statement**

Camden County Developmental Disability Resources (CCDDR) will conduct business in a respectful, honest, and trustworthy manner and will strive to provide the highest quality services to persons with developmental disabilities within Camden County.

CCDDR employees and Board members will be guided by internal policies (Policy#8) and Missouri State Law (Sec 630.115, RSMO) pertaining to the rights of persons served. Policy #21 shall govern conduct best described as unprofessional or unethical. Policy #14 shall dictate sound governance principles in order for the Board of Directors to effectively manage the operations and in order for the agency to accomplish its stated mission. Violations of ethical conduct will be evaluated by management and handled as outlined by state statute or agency policy.

CCDDR leadership will be guided by its bylaws and policies on leadership and legal requirements. Violations of ethical conduct will be brought to the attention of the Executive Director and the Chairperson of the Board of Directors and will be dealt with according to agency policy and bylaws.

CCDDR's financial practices will be handled according to the agency's policy on financial management. CCDDR will conduct its financial practices in accordance with applicable federal, state and local laws as well as its by-laws. No Board member or employee shall conduct any fundraising on the CCDDR premises or while conducting CCDDR business for personal gain.

CCDDR's marketing activities will be implemented in a manner that respects the dignity and the privacy rights of persons with disabilities. CCDDR will never knowingly mislead/misinform the public and will be accountable to the public for its activities.

It shall be recognized that the persons served by CCDDR and their families should be the guiding force behind the organization. All activities of the organization will be directed toward promoting services that are consistent with developing opportunities for consumers to achieve their highest level of independence, productivity, and citizenship. The rights of persons served will be protected in accordance with state law and organizational policy.

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(Employee or Board Member Signature)

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(Date)

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(Printed Name)





*CAMDEN COUNTY SB40 BOARD OF DIRECTORS*  
***RESOLUTION NO. 2019-13***

**APPROVAL OF AMENDED EMPLOYEE MANUAL**

**WHEREAS**, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

**WHEREAS**, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) reviews, amends, and appeals its existing Bylaws, policies, plans, manuals, handbooks, and job descriptions and creates new Bylaws, policies, plans, manuals, handbooks, and job descriptions as needed to remain effective in its Agency administration and remain compliant with regulatory statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend its Employee Manual.
2. That the Board hereby amends and adopts its Employee Manual (see Attachment "A" hereto) as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Vice Chairman, or Treasurer

\_\_\_\_\_  
Date

Attachment “A” to Resolution  
2019-13

**Camden County  
Developmental Disability  
Resources**

**EMPLOYEE MANUAL**

Date of Initial Approval: 4/17/06

Amended: 9/15/08, 4/20/2009, 4/19/2010, 6/21/2010, 1/24/2011, 5/27/2011, 01/28/2013,  
4/1/2016, 8/21/2017, 3/19/2018, 7/16/2018, 02/25/2019

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## **SECTION A**

### **INTRODUCTION**

This Manual is designed to acquaint you with our agency, Camden County Senate Bill 40 Board, d/b/a Camden County Developmental Disability Resources (CCDDR), and provide you with information about working conditions, benefits, and policies affecting your employment. The Manual is a summary of our policies, which are presented here only as a matter of information.

The information contained in this Manual applies to all employees of CCDDR. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between CCDDR and any of its employees; all employment is at-will and there is no promise of continuing employment. At-will employment means you enter into employment voluntarily, and you are free to resign at any time with or without notice and for any reason or no reason. Similarly, CCDDR is free to conclude its employment relationship with any employee at any time with or without notice for any reason or no reason.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

#### **3.1 CHANGES IN POLICY**

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since the field of developmental disabilities in general and our organization in particular are subject to change, please note that the agency has the right to interpret, dispute, and, either with or without notice, change, suspend, or cancel, all or any part of these policies, procedures, and benefits at any time. We will attempt to notify all CCDDR employees of these changes as soon as possible. Changes will be effective on the dates determined by the Board of Directors, and after those dates, all superseded policies will be null and void.

No individual person has the authority to change these policies at any time; this is the responsibility of the Board of Directors. If you are uncertain about any policy or procedure, please speak with the Human Resources Officer or Executive Director.

#### **3.2 EMPLOYMENT APPLICATIONS**

We rely upon the accuracy of the information contained in each applicant's resume and/or application form and the accuracy of other data presented throughout the hiring process and employment. Please note that all prior employment data, qualifications, certifications and educational history provided by applicants will be verified. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **3.3 AT-WILL EMPLOYMENT RELATIONSHIP**

Your employment with CCDDR is at-will. This means you enter into employment voluntarily, and you are free to resign at any time with or without notice and for any reason or no reason. Similarly, CCDDR is free to conclude its employment relationship with any employee at any time with or without notice for any reason or no reason.

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## **SECTION B**

### **DEFINITIONS OF EMPLOYEE STATUS**

#### **3.4 “EMPLOYEES” DEFINED**

An “employee” of CCDDR is a person who has been hired to work under the control and direction of the agency on a salary or wage basis and does not provide services as a part of an independent business.

#### **3.5 EXEMPT**

Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

#### **3.6 NON-EXEMPT**

Employees whose positions do not meet “exempt” FLSA criteria and who are paid one and one-half times their regular rate of pay for hours worked in excess of 40 hours per work week.

#### **3.7 REGULAR FULL-TIME**

Employees who are regularly scheduled to work more than 1500 hours per calendar year are considered to be regular, full-time employees. All newly hired regular full-time employees must complete a 90-day initial employment period prior to becoming eligible for certain employee benefits. An employee evaluation will be completed at the end of the first 90 days, and the employee may be eligible for up to a 3% wage increase if his or her performance warrants an increase in pay.

#### **3.8 REGULAR PART-TIME**

Employees who are regularly scheduled to work less than 1500 hours per calendar year are considered to be regular, part-time employees. All newly hired regular part-time employees must complete a 90-day initial employment period. An employee evaluation will be completed at the end of the first 90 days, and the employee may be eligible for up to a 3% wage increase if his or her performance warrants an increase in pay.

#### **3.9 TEMPORARY (FULL-TIME or PART-TIME)**

Employees who are employed on a short term basis and/or individuals who are hired as interim replacements to assist in the completion of a specific project, for paid time off, or for leave of absence relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified in writing of a change. They are not eligible for any of the agency’s benefit programs.

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## SECTION C

### EMPLOYMENT POLICIES

#### 3.10 EQUAL EMPLOYMENT OPPORTUNITY/DISCRIMINATION/HARASSMENT/RETALIATION

##### Equal Employment Opportunity

Camden County Developmental Disability Resources (CCDDR) values the diversity and creativity of its employees and employment candidates. CCDDR values diversity in all of its operations and recognizes the strength it brings to the organization, its employees and members. CCDDR is committed to providing equal opportunity to all employment candidates and employees in all employment and employee-related efforts.

It is therefore CCDDR's policy to comply with all applicable equal employment opportunity laws and to provide equal employment opportunity to qualified individuals without regard to age, color, disability, marital status, national origin, citizenship status, race, religion, sex/gender, sexual orientation, gender identity, change of sex and/or transgender status, veteran status, or any other legally protected category. This policy extends to all areas of employment, including, but not limited to, recruitment, selection and placement, compensation, promotion and transfer, disciplinary measures, demotion, layoffs and terminations, testing and training, working conditions, compensation and benefits, and all other terms and conditions of employment.

##### Reasonable Accommodation

CCDDR will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

##### Prohibition Against Discrimination

CCDDR does not and will not tolerate discrimination in any form with respect to any aspect of your employment. Every employee of CCDDR should comply with the following obligations and expectations concerning this policy:

- You must familiarize yourself with the terms of this policy and execute an acknowledgement that you were provided with a copy of this policy and that you are familiar with its terms
- You must take the necessary steps to prevent and eliminate discrimination and attend any CCDDR provided training on this policy and certify your attendance
- You must refrain from engaging in conduct which may be construed as discrimination

Conduct in violation of this policy is contrary to CCDDR's good faith belief that the workplace should be free of discrimination and its good faith efforts to prevent the same and will subject a violator to discipline, up to and including termination.

##### Reporting Discrimination

If you believe you have experienced discrimination at CCDDR, *or* if you believe you have witnessed or observed discrimination, you must promptly report the facts of the incident or incidents in accordance with the procedure set forth below. CCDDR encourages all persons to come forward with information about allegations of discrimination. Retaliation for making a complaint or cooperating in an investigation of alleged discrimination is *strictly prohibited* and will not be tolerated.

##### Prohibition Against Harassment

CCDDR believes in developing, fostering and maintaining a professional work environment where employees and others are treated with respect and dignity. Harassment of any kind is explicitly prohibited. The work environment must be free of harassment or intimidation based on sex, gender, age, color, disability, marital status, national origin, citizenship status, race, religion, gender, gender identity, change of sex and/or transgender status,

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sexual orientation, veteran status, or any other legally protected category. Every employee is expected to conduct him or herself in a manner that is at all times professional, respectful, and considerate of others. Harassment in the workplace, whether committed by managers, co-workers, business partners, vendors, customers, contractors, clients or any other third party is prohibited. Every employee of CCDDR should comply with the following obligations and expectations concerning this policy:

- You must familiarize yourself with the terms of this policy and execute an acknowledgement that you were provided with a copy of this policy and that you are familiar with its terms
- You must take the necessary steps to prevent and eliminate the occurrence of harassment and attend CCDDR-provided training on harassment and certify your attendance
- You must refrain from engaging in conduct which may be construed as unlawful harassment or harassment generally

CCDDR's policy prohibiting harassment applies to conduct occurring in the workplace and/or in other settings in which employees may be in connection with their work, such as business trips, and business-related functions and business-related social events, among others.

Conduct in violation of this policy is contrary to CCDDR's good faith belief that the workplace should be free of harassment and its good faith efforts to prevent the same and will subject a violator to discipline, up to and including termination.

### Sexual Harassment

Sexual harassment is a particular form of workplace harassment. It includes unwelcome sexual advances, requests for sexual acts or favors, or other verbal or physical conduct of a sexual nature when: (i) submission or rejection of such conduct is a term or condition of employment or is a basis for employment decisions, or (ii) such conduct has the purpose or effect of unreasonably interfering with an individual's working conditions or performance by creating an intimidating, hostile, humiliating or offensive work environment.

### Examples of Sexual Harassment

Examples of sexual harassment may include, but are not limited to, the following:

- Sexual comments, teasing, or jokes
- Suggestive gestures, sounds, or whistles
- Inquiries or discussions about sexual activities
- The display in the workplace of sexually suggestive objects, pictures, posters, cartoons, or graffiti
- Pressure to accept social invitations, to meet privately, to date, or to have sexual relations
- Sexual slurs, demeaning epithets, or derogatory statements
- Graphic or sexually suggestive comments about a person's attire or body
- Unwanted or unnecessary physical contact, sexual touching, brushing up against another in a sexual manner, graphic or sexually suggestive gestures, cornering, pinching, grabbing, kissing, or fondling
- Suggestive, obscene, or harassing messages sent via computer or left on an answering machine or voice mail

### Who Can Be a Victim of Sexual Harassment And Who Can Be a Harasser?

The victim as well as the sexual harasser may be a woman or a man. In addition, sexual harassment can occur between employees of the same sex as well as between employees of the opposite sex. The harasser may be the victim's supervisor, a manager, an agent of the employer, a supervisor in another work location, or a co-worker. The harasser may even be a non-employee, such as a client, vendor, contractor or repair person who does business with CCDDR.

### Harassment on Other Grounds is Prohibited

Discriminatory treatment other than sexual harassment is also prohibited. Discriminatory treatment, including harassment, of individuals and groups based on race, gender, color, age, ethnicity, religion, disability, sexual

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orientation, gender identity, change of sex and/or transgender status, national origin, veteran's status and any other legally protected characteristic is strictly prohibited.

#### Definition of Harassment On Other Grounds

Harassment on the basis of race, color, age, gender, ethnicity, religion, disability, sexual orientation, gender identity, change of sex and/or transgender status, national origin, veteran's status, and any other legally protected characteristic directed against individuals, may be established by showing conduct toward another person that has the purpose or effect of creating an intimidating, hostile, or demeaning environment and that interferes with his or her work performance or ability to participate in or to realize the intended benefits of an CCDDR activity, employment, or resource.

#### Examples of Other Kinds of Harassment

Examples of other kinds of harassment include, but are not limited to, the following:

- Name-calling, slurs, demeaning remarks, jokes, gestures, negative stereotyping, threats, intimidation, and hostile acts that are related to gender, race, color, age, ethnicity, religion, disability, sexual orientation, gender identity, change of sex and/or transgender status, national origin, veteran's status, and any other legally protected characteristic
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group of individuals because of gender, race, color, age, ethnicity, religion, disability, sexual orientation, gender identity, change of sex and/or transgender status, national origin, veteran's status, and any other legally protected characteristic
- Behavior which could reasonably be interpreted as patronizing and as undermining self-respect

#### Who Can Be a Victim and a Harasser

The victim as well as the harasser may be a person of any gender, race, color, age, ethnicity, religion, disability, sexual orientation, gender identity, change of sex and/or transgender status, or national origin. The harasser may be the victim's supervisor, a manager, an agent of the employer, a supervisor in another work area, or a co-worker. The harasser may also be a non-employee, such as a client, vendor, contractor or repair person who does business with CCDDR.

#### Reporting Harassment

If you believe you have been or are being harassed by a co-worker, supervisor, agent, business partner, vendor, customer, client, contractor or other third party, **or** if you believe you have witnessed such harassment, you must promptly report the facts of the incident or incidents in accordance with the procedure set forth below. CCDDR encourages all persons to come forward with information about allegations of harassment. Retaliation for making a complaint or cooperating in an investigation of alleged harassment is ***strictly prohibited*** and will not be tolerated.

#### Procedure for Reporting Discrimination or Harassment

1. Employees who believe they have experienced or have witnessed discrimination or harassment are expected and required to notify the Human Resources Officer immediately. If the Human Resources Officer is unavailable or if the employee believes it would be inappropriate to contact this person, the employee should immediately contact the Executive Director. Reports of the Executive Director violating this policy should be made to the Human Resources Officer or the Board Chairperson.
  2. Any supervisor or manager who receives a report of harassment or otherwise becomes aware of discriminatory or harassing conduct must promptly notify the Human Resources Officer, who will handle investigation of the matter.
  3. Reports may be made verbally or in writing (See attached Appendix "A" complaint form). You are not required to use the complaint form. Regardless of the way in which a complaint is made, please try to include details of the incident or incidents, names of the individuals involved, and names of any witnesses.
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4. Reports of discrimination and harassment will be promptly investigated in an impartial manner. Information will be treated as confidential to the extent possible. It will be disclosed only when necessary to further the investigation and to resolve the complaint. The result of the investigation will be disclosed to the person making the report and to the person alleged to have engaged in prohibited conduct.

If CCDDR determines that inappropriate conduct has occurred, it will act promptly to eliminate the offending conduct. When appropriate, CCDDR may also impose disciplinary action. A follow-up inquiry will be made to ensure that the discrimination or harassment has ended and that no retaliation has occurred.

#### Prohibition Against Retaliation

In an effort to promote reporting of violations of this policy, CCDDR cannot stress enough that **any acts of retaliation will not be tolerated** against an individual for making a report of discrimination or harassment or cooperating in an investigation of discrimination or harassment. Anyone who feels he or she has been retaliated against, in any way, as a result of reporting discrimination or harassment, or who feels that his or her concern of discrimination or harassment was not adequately addressed or handled, should contact the Human Resources Officer, Executive Director, or Board Chairperson as appropriate. Questions about this policy should be directed to the Human Resources Officer.

### 3.11 BACKGROUND SCREENS/CLEARANCE TO WORK

#### Initial Background Checks/New Employees

All individuals who have been given a conditional offer of employment with CCDDR shall undergo the following background screens and testing prior to commencing work, or as soon as possible after employment begins:

- TB Test
- Illegal Drug Screen
- E-Verify
- Fingerprint Check (Highway Patrol-MoVECHS/Rap-Back
- Family Care Safety Registry/Criminal Records Check/Sex Offender Registry Check thru Mo. State Highway Patrol (Does not require fingerprints)
- Driving History/MVR
- Reference Checks
- Verification of prior employment, education, & credentials
- Office of Inspector General (United States Department of Health & Human Services)
- All new employees must provide proof of the minimum vehicle insurance coverage as required by Missouri statutes for their vehicles to be used during the course of their job requirements or Agency functions. Only those vehicles covered under an insurance policy may be utilized to perform job duties or Agency-related functions. Additional verification of insurance coverage may be needed to assure the best interests of the Agency and its clients are protected. Any attempt to falsify insurance coverage shall be grounds for immediate termination.

#### Ongoing Background Checks of Existing Employees

The following checks shall be performed as needed, but no less than annually unless otherwise noted or as State or Federal statutes requires, on all existing employees:

- Family Care Safety Registry/Criminal Records Check/Sex Offender Registry Check thru Mo. State Highway Patrol (Does not require fingerprints)
  - Office of Inspector General (United States Department of Health & Human Services)
  - Driving History/MVR
  - Fingerprint Check (Highway Patrol-MoVECHS/Rap-Back every 6 years)
  - All existing employees must provide proof of the minimum vehicle insurance coverage as required by
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Missouri statutes for their vehicles to be used during the course of their job requirements or Agency functions. At the beginning of each insurance renewal period, the employees must provide proof of insurance coverage to the Human Resources Officer, immediate supervisor, or Executive Director for filing in their personnel file. Only those vehicles covered under an insurance policy may be utilized to perform job duties or Agency-related functions. Failure to provide proof of insurance coverage shall be grounds for suspension without pay until an insurance policy can be procured by the employee or immediate termination of employment. Additional verification of insurance coverage may be needed to assure the best interests of the Agency and its clients are protected. Any attempt to falsify insurance coverage shall be grounds for immediate termination.

#### TB Test:

The TB test shall only be conducted once for all new employees, which will be at the time employment begins with the Agency. Volunteers or interns who have direct contact with clients served by CCDDR will be required to have a TB test. For volunteers and interns, the TB test will be conducted only once, which will be at the time their service is utilized by the Agency. The TB test must be conducted, and results received either prior to the commencement of work or as soon as possible after employment or volunteer/internship begins. This may take the form of a mantoux-ppd or TB-tine test. If the results are positive, the individual must consult a physician and: 1. provide information that a chest x-ray was taken, and 2. be treated, if recommended by physician. All persons who test positive for TB shall be restricted from direct contact positions with clients served by CCDDR.

#### Criminal Records Check (Does not require fingerprints)

In accordance with 9 CSR 10-5.190, all new applicants for employment with CCDDR shall be required to do the following:

- Sign a consent form authorizing a Criminal Record Review/Sex Offender Registry check with the Missouri Highway Patrol; background check with the Dept. of Social Services to determine whether the applicant is listed on the Division of Aging Employment Disqualification List (EDL), the Dept. of Mental Health EDL, and child abuse/neglect information with Dept. of Social Services, using the Family Care Safety Registry
- Disclose his/her criminal history, including any conviction or a plea of guilty to a misdemeanor or a felony charge and any suspended imposition of sentence, any suspended execution of sentence, or any period of probation and parole

An additional fingerprint check shall be submitted to the MO Highway Patrol MoVECHS/Rap-Back system to check closed records as well as national (FBI) databases for Records of Arrest and Prosecution.

All necessary background screens shall be completed before the applicant begins service with CCDDR or as soon as possible after employment begins.

Applicants for employment shall be disqualified from employment with CCDDR if any of the following are true:

- Person is listed on the Department of Mental Health Employee Disqualification Registry
  - Person is listed on the Department of Health and Senior Services (formerly DSS Division of Aging) Employee Disqualification List
  - Person has been substantiated of child abuse/neglect through Family Support Division
  - Person has been convicted of or pled guilty or nolo contendere to any crime as identified in 630.155 RSMo or 630.160 RSMo
  - Person has been convicted of or pled guilty or nolo contendere to any felony offense against persons as defined in chapter 565, RSMo; to any felony sexual offense as defined in chapter 566 RSMo; any felony offense defined in section 568.020, 568.045, 568.050, 568.060, 569.020, 569.025, 569.030, 569.035, 569.040, 569.050, 569.070, or 569.160 RSMo, or of an equivalent offense; or any violation of
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subsection 3 of section 198.070, RSMo

- Person who has received a suspended imposition of sentence or a suspended execution of sentence following a plea of guilty to any of the disqualifying crimes listed above
- Person is a registered sex offender
- Person has been convicted of a felony offense and/or who has received a suspended imposition of sentence or a suspended execution of sentence following a plea of guilty of any kind in another state as listed above

Should CCDDR learn that an existing employee has been convicted of a disqualifying crime, placed on the DMH or DHSS Employee Disqualification Registry/List, or substantiated of child abuse/neglect at the time of annual re-screening, the employee shall have his/her employment with CCDDR terminated.

#### Illegal Drug Screen:

(See Section 3.31: Substance Abuse)

#### Driving Record:

All applicants given a conditional offer of employment shall provide written authorization to check their driving history. All applicants must have an acceptable driving history before being hired. Existing employees must maintain an acceptable driving record and valid driver's license.

#### Reference Checks/Verification of Employment, Education, & Credentials:

All applicants given a conditional offer of employment shall have their prior work history and educational record verified by CCDDR. Any falsification of prior work history or educational attainment shall be grounds for not hiring or termination. All information obtained from employee background screens shall be kept in the strictest of confidence and shared only with those entities authorized.

### 3.12 NEW EMPLOYEE ORIENTATION

Orientation is a formal welcoming process that is designed to make new employees feel comfortable, informed about the agency, and prepared for their position. At a minimum, new employee orientation for CCDDR employees shall include an overview of the agency's history; an explanation of the core values, vision, and mission of CCDDR; safety practices/procedures; agency policies/procedures, and overview of the Employee Manual.

CCDDR Support Coordination staff and administrative staff, interns, and volunteers as designated by the Executive Director shall receive training in the following areas within the first six months of employment or as soon as reasonably possible, with periodic re-certifications/updates as indicated:

- HIPAA/Confidentiality – Initial and annually thereafter
- Abuse/Neglect – Initial and every 2 years thereafter
- Universal Precautions – Initial and every 2 years thereafter
- CPR/First Aid – Initial and every 2 years thereafter (Per American Heart Association guidelines)

In addition to the above, all Support Coordination staff shall receive the following additional training within the first six months of employment or as soon as reasonably possible, with periodic re-certifications/updates as required:

- Level I Medication Aide- Initial with recertification every 2 years
  - Training as listed in compliance of the Annual Targeted Case Management Agreement, Missouri statutes, and Federal statutes
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In addition, the new employee will be assisted in the completion of all necessary paperwork (W-4 forms, etc.).

Employees are presented with all keys/key fobs and/or procedures needed to navigate within the office. The employee's supervisor and/or Human Resources Officer then reviews the job description with the employee, explains the agency's evaluation procedures, and helps the new employee get started on specific functions related to their position. All employees will sign a statement verifying training and orientation received.

### 3.13 PERSONNEL FILES

Employee personnel files may include information such as: period of employment; job application/resume; job description; signed agreements with employee; records of participation in training events; salary/pay history, address/phone #; records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring.

Personnel files are the property of CCDDR, and access to the information is restricted. Administrative personnel of CCDDR who have a legitimate reason to review the file are allowed to do so.

Current employees who wish to review their own file should contact the Executive Director, his or her supervisor, and/or the Human Resources Officer. With reasonable advance notice, the employee may review his/her personnel file in the agency's office and in the presence of the Executive Director, his or her supervisor, and/or the Human Resources Officer.

Some employment records may be kept in separate files, such as records relating to medical conditions and leave, records relating to investigations, and records relating to I-9 requirements.

### 3.14 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Executive Director of any changes in personnel data such as:

- Mailing address
- Legal name
- Telephone numbers
- Name and number of dependents
- Individuals to be contacted in the event of an emergency

An employee's personnel data should be accurate and current at all times.

### 3.15 INCLEMENT WEATHER/EMERGENCY OFFICE CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt agency operations. The decision to close the office will be made by the Executive Director.

When the decision is made to close the office, employees will receive official notification from the Executive Director.

Time off from scheduled work due to emergency closings will be unpaid for all employees. Subject to the supervisor's approval, employees may elect to use paid time off, personal time, or work from home.

### 3.16 OUTSIDE EMPLOYMENT

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the

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performance standards of their job description with CCDDR. Unless an alternative work schedule has been approved by CCDDR, employees will be subject to scheduling demands, regardless of any existing outside work assignments. CCDDR's office space, equipment, and materials are not to be used for outside employment.

### 3.17 NEPOTISM

It is the policy of CCDDR that no applications for employment shall be taken from immediate family members (parent, brother, sister, spouse, child) of any current agency employee or any current Board member.

### 3.18 SAFETY IN THE WORKPLACE

CCDDR provides information to employees about workplace safety and health issues through regular internal communication such as:

- Training sessions
- Meetings
- Bulletin board postings
- Memorandums
- Other written communications

Each employee will be trained in the Emergency Action Plan for the CCDDR facility, including evacuation procedures and escape routes for emergencies and natural disasters. Scheduled and unscheduled Tests of the Emergency Action Plans shall be conducted on a regular, on-going basis. Employees will also be trained in the use of fire suppression equipment available within the building. Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to the Executive Director. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify the Executive Director.

All Targeted Case Management and Community Resource Coordination staff shall be trained initially and thereafter according to accepted schedules for re-training in CPR and First Aid, as well as in Universal Precautions, abuse and neglect, and blood borne pathogens. Administrative support personnel are strongly encouraged, but not required, to complete the aforementioned training.

### 3.19 HEALTH-RELATED ISSUES

All employees must notify the Executive Director, Human Resources Officer or their immediate supervisor if they have a condition which poses a direct threat to their safety or the safety of others.

### 3.20 EMPLOYEE REQUIRING MEDICAL ATTENTION

In the event an employee requires medical attention due to an injury sustained on the job, the employee must report the condition immediately to the Executive Director, Human Resources Officer, or immediate supervisor and the agency physician must be utilized if the employee wishes to get medical services paid by the agency. If the injury is a non-emergency, the employee must complete the Authorization to Obtain Information form and the Work Comp Authorization for Medical Treatment form. All work comp injuries must be reported within 24 hours to the Workers Comp insurer. The Executive Director, Human Resources Officer, or immediate supervisor shall complete the Supervisor Incident/Injury report form, and get statements from witnesses, if any. Exceptions

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will be made in cases where the agency physician is unavailable, or it is necessary for the employee to use the hospital emergency room or EMS. Management will ensure that the medical provider understands that the injury may be a work-related injury, if in fact the injury is directly related to the employee carrying out his or her job responsibilities. An incident report may also be required in such cases.

EMS will be called in the event of a life-threatening emergency. CCDDR employees will not be responsible for transportation of another employee due to liabilities that may occur.

A physician's "return to work" notice may be required following injury or illness of an employee (see 3.19 Health-Related Issues).

### 3.21 BUILDING SECURITY

All employees who are issued keys/key fobs to the office are responsible for their safekeeping. These employees will sign a Building Key Disbursement form upon receiving the key/key fob. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, and all appliances and lights are turned off with exception of the lights normally left on for security purposes.

### 3.22 INSURANCE ON PERSONAL EFFECTS

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at the office. CCDDR assumes no risk for any loss or damage to personal property.

### 3.23 OFFICE SUPPLIES/EXPENSES/OBLIGATING THE AGENCY

Only authorized persons may purchase supplies in the name of Camden County Senate Bill 40. No employee whose regular duties do not include purchasing shall incur any expense on behalf of CCDDR or bind CCDDR by any promise or representation without prior approval of the Executive Director.

### 3.24 MONTHLY EXPENSE REIMBURSEMENT

Expenses incurred by an employee in the course of performing work-related business may be reimbursed by the agency. All such expenses must have the prior approval of the Executive Director in order to be reimbursed. Examples include meals, mileage, lodging, and similar work-related expenses. The employee must submit receipts for all expenses to be reimbursed and attach these to the monthly expense forms. Mileage for business-related travel will be reimbursed at a rate to be set annually by the Board of Directors. Mileage reports obtained from an Internet mapping site (i.e. MapQuest, Google Maps, Yahoo! Maps, etc.) or pre-determined mileage reports from case management software approved by the Executive Director shall be provided to support miles driven before mileage is reimbursed. Only business-related expenses shall be reimbursed. As a general rule, expenses are to be paid monthly in the month following the month in which expenses were incurred, however expenses may be paid twice monthly on a case by case basis with prior- approval of the Director.

### 3.25 PARKING

Employees must park their cars in areas indicated and provided by CCDDR. As a general rule, employees working at the 100 Third Street location should park their cars in the N. parking lot, at the corner of 3<sup>rd</sup> & 5<sup>th</sup> streets, to allow use of main parking area for Children's Learning Center staff and patrons.

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### 3.26 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees, visitors, and the facilities at CCDDR, and to protect confidentiality of client information, only authorized visitors shall be allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential client information, safeguards employee welfare, and avoids potential distractions and disturbances. Restricted areas shall be identified, and there shall be no exceptions without approval of the Executive Director.

### 3.27 IMMIGRATION LAW COMPLIANCE

CCDDR employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with all applicable immigration laws. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with CCDDR within the past three years or if their previous I-9 is no longer retained or valid. CCDDR shall also comply with provisions of the federal "E-Verify" program operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

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## SECTION D

### STANDARDS OF CONDUCT

The work rules and standards of conduct for CCDDR are important, and the agency regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the agency's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that will result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of agency property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Unauthorized use or disclosure of confidential client Protected Health Care Information (PHI)
- Abuse or neglect of a client or failure to report observed or suspected client abuse/neglect
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Disruptive activity in the workplace
- Negligence or improper conduct leading to damage of company-owned or client-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking inside the office or other designated non-smoking workplace area
- Sexual or other unlawful or unwelcome harassment
- Unlawful discrimination or retaliation
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, or other company-owned equipment
- Using company equipment for purposes other than business
- Disruptive or negative expressions or comments to clients, employees, or the general public that promote or create an unhealthy, hostile, or unproductive atmosphere
- Dishonesty
- Failure to perform job duties or assignments as prescribed or directed
- Violation of personnel policies
- Unsatisfactory performance or conduct

#### 3.28 ATTENDANCE/PUNCTUALITY

CCDDR expects that every employee will be regular and punctual in attendance. This means being in the office and/or ready to work at their starting time each day. Absenteeism and tardiness place a burden on other employees and on the agency. CCDDR offers its employees a flexible (FLEX) work schedule. A FLEX schedule is sometimes necessary to accommodate duties and functions related to client and client family needs, Agency-related functions, and employee personal obligations that may conflict with or extend outside the normal scheduled office hours. FLEX schedules are to be approved by the immediate supervisor, and the intentions must be clearly communicated when working under the guidelines of the FLEX schedule. Any misrepresentation of the intent or purpose of an approved FLEX schedule shall be grounds for disciplinary action up to and including termination of employment. The Executive Director may review and reverse all approvals.

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If you are unable to report for work for any reason, notify your immediate supervisor before regular starting time. You are responsible for speaking directly with your immediate supervisor about your absence. It is not acceptable to leave a message on voicemail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day. If you do not report for work and the agency is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll. Should excessive tardiness or absenteeism become apparent, disciplinary action may be required.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your immediate supervisor of the situation.

Employees may work from home or another location other than the office (i.e. offsite) under specific circumstances. Employees will need to receive prior approval from their supervisor in order to work offsite. Employees will save all work performed offsite on a device provided by CCDDR, which will be password protected and/or encrypted. Employees shall record work performed offsite by creating appropriate log notes in the internet-based client database or providing justification/documentation, which must include a description of the activities performed, the start time, and stop time for every activity performed. The Executive Director may review and reverse all approvals to work offsite.

### 3.29 TELEPHONE USE

CCDDR's telephones are intended for the use of conducting the agency's business.

Personal usage during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line.

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

### 3.30 DRESS CODE

A professional appearance is important anytime that you come in contact with the clients we serve and parents/guardians of clients. Employees should be well groomed and dressed appropriately for our business and for their position in particular.

The dress code shall be appropriate for the employee's work situation. As a general rule, the dress code at CCDDR shall be "business casual". "Business professional" attire may be required from time to time for specific functions, which will be addressed at that time by the Executive Director. The following items are considered appropriate for "business casual" working attire for staff employed by CCDDR:

- Khaki, corduroy, twill or cotton pants, skirts, or dresses – neatly pressed
- Sweaters, twinsets, cardigans, polo/knit shirts – neatly pressed
- Button-down or straight-collar shirts or blouses – neatly pressed
- Tie (optional)
- Belt or suspenders (if appropriate)
- Appropriate shoes

The following items are considered inappropriate working attire for all staff employed by CCDDR:

- Tank tops or revealing shirts
  - Short mini skirts
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- Sheer clothing
- T-shirts of any kind
- Jeans
- Shorts

"Casual days" may occasionally be approved; if this is the case, appropriate guidelines will be provided to you.

### 3.31 SUBSTANCE ABUSE

CCDDR is committed to providing a safe and productive workplace for employees. In keeping with this commitment, the following rules regarding alcohol, illegal drugs, and abuse or illegal use of prescription drugs have been established for all staff members, regardless of position, including both regular and temporary employees. The rules apply during working hours to all employees of the agency while they are on agency premises or elsewhere on agency business.

#### **Alcohol**

The possession or consumption of alcohol shall be totally prohibited on CCDDR premises. Alcoholic beverages shall not be brought on CCDDR premises at any time. Premises include all buildings, grounds and parking lots. Employees with alcohol in their system during working hours may be required to be tested and may be subject to disciplinary action including possible discharge.

Further, it is the policy of CCDDR not to sponsor off premises, agency-related functions where alcoholic beverages are to be served.

#### **Illegal Drugs**

##### General Policy:

It is the policy of CCDDR to take reasonable measures to maintain a work environment free of illegal drug use, as well as abuse or illegal use of prescription drugs. Employees who CCDDR management concludes illegally use, possess, are under the influence of, or have in their system illegal drugs, may be subject to termination of employment. CCDDR reserves the right, in each case, to determine the specific action to be taken concerning drug testing, discipline, treatment and employment status.

##### Application

###### Testing:

Offers of initial employment with the agency shall be contingent on passing a test for illegal drug use.

In addition to the initial employment screen, all current employees may be tested for illegal use of drugs, at management discretion in the following situations:

- After a vehicle accident or an accident or injury not involving a vehicle while on duty or performing agency-related business
- Based on behavior or other signs, eg. unsteady gait, bloodshot eyes, smell, etc., that management concludes may be the result of alcohol use, illegal drug use, or improper drug use
- Based on arrest

All job applicants and employees will be required to sign a Consent and Authorization for Release and Use of Drug Testing Information Form.

Any of the following will be considered a positive test result:

- Refusal to sign a Consent form
  - Refusing the test or failing to appear for the scheduled test
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- Adulterating the test specimen
- Failing the test
- Use of prescription drugs outside the direction of the prescription

Positive test results, confirmed by an independent laboratory retest, and not resolved to CCDDR's satisfaction by an adequate explanation such as a valid prescription, will result in termination of candidacy for, or current employment with, CCDDR. Applicants for employment who fail the pre-employment drug test will not be reconsidered for position openings for a period of one year.

#### Employee Initiated Treatment

Employees who voluntarily disclose illegal drug use or alcohol abuse and seek appropriate treatment prior to being disciplined for related conduct will not be disciplined as a result of the disclosure. Appropriate treatment professionals may need to evaluate whether the employee is able to perform the essential functions of the employee's job during treatment and/or rehabilitation, and the employee may be required to consent to future unannounced drug testing or alcohol testing as a condition of continued employment.

An employee will not evade discipline when CCDDR management concludes that the employee disclosed use because management's discovery of a violation of this policy was imminent (e.g. following arrest for drug use).

Employees treated for illegal use of drugs may be subjected to unannounced testing.

#### Confidentiality

All information and test results received by CCDDR through its drug and alcohol testing policy are confidential communication, and to be maintained in the employee's confidential medical file. Access to this information is guided by CCDDR's policy with regard to access to confidential employee medical files.

#### Diversion, Theft, Possession or Trafficking Drugs

The illegal manufacture, distribution, dispensation, diversion, theft, trafficking, illegal use or possession of drugs in or outside the workplace will be grounds for termination of employment.

Cases of diversion, theft, or trafficking drugs, and cases of confirmed illegal possession/use of drugs in the workplace, may be turned over to law enforcement agencies. CCDDR will cooperate fully with the law enforcement officials who are involved in the prosecution of the individuals involved.

In the course of investigations related to this Policy, a search may be conducted of CCDDR-owned and employee-owned property including, but not limited to: lockers, desks, briefcases, purses, toolboxes, offices, vehicles, etc. Searches of CCDDR-owned property may occur on or off workplace premises. Searches of employee-owned property may only occur on workplace premises. By accepting employment with, or performing services for CCDDR, all employees of the Organization and the Organization's contractors are deemed to have consented to such searches, and no further consent shall be necessary. CCDDR management may also conduct searches of employees provided the employee consents to such search. Failure of any employee to cooperate with any search under this Policy will be grounds for discipline including discharge.

Employees convicted of drug related offenses are required to notify management before returning to work.

### 3.32 TOBACCO PRODUCTS

The use of tobacco products by CCDDR employees is not permitted anywhere within the CCDDR building and only permitted in certain designated areas outside of the CCDDR building.

Smoking is also prohibited in employee personal vehicles while transporting clients.

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### 3.33 ELECTRONIC COMMUNICATIONS AND TECHNOLOGY

It is the policy of CCDDR to maximize the cost-effective use of computer systems as a means of improving productivity. CCDDR provides communication resources capable of offering computing resources, electronic mail (email), cloud-based file storage and applications, internet access, telephone and voicemail, facsimile machines, and other electronic communications devices (collectively referred to as CCDDR's Technology Resources) to employees to assist in and facilitate CCDDR business and communications. The primary purpose of CCDDR's network and systems is to provide service to Camden County persons with developmental disabilities as part of CCDDR's mission. Minimal, incidental personal use of CCDDR's Technology Resources by employees is permitted if accomplished in compliance with the provisions of this policy as set forth below.

This policy does not address all required, allowed, or prohibited behaviors by employees, but merely covers common examples. In general, CCDDR relies on the good judgment of its employees to ensure that CCDDR Technology Resources are used in the agency's best interest.

#### No Expectation of Privacy.

By using CCDDR's Technology Resources, employees acknowledge and agree that they have no expectation of privacy or confidentiality in their use of these systems or in any data that they create, store, or transmit on or over the systems, including any data created, stored or transmitted during an employee's incidental personal use of the Technology Resources as permitted under this policy. Employees further agree that they are aware of, understand and will comply with the provisions of this policy, and that their use of the Technology Resources can and may be monitored and any data that they create store, or transmit on or over CCDDR systems may be inspected by CCDDR management at any time. Employees should understand that certain email messages, other electronic communications, and documents created on CCDDR computer systems may be considered a public record subject to disclosure and/or subject to discovery in the event of litigation.

#### Standardized Software and Hardware.

CCDDR has established standard software and hardware for commonly used applications. The use of unauthorized, non-standard software or hardware, including personally owned software or hardware, on CCDDR computer systems without approval of the Director is prohibited.

#### Installation of Software and Hardware.

Improper installation of software or hardware can damage a computer system, cause system malfunction, or conflict with system configuration. All standardized software and hardware are to be installed by the IT Consultant or an employee authorized to do so by the Executive Director. Any moving, relocating, or rearranging of computer software or hardware should also be coordinated with the IT Consultant or an employee authorized to do so by the Executive Director.

#### Ownership and Confidentiality.

All software, programs, applications, templates, data, data files and web pages residing on CCDDR computer systems or storage media or developed on CCDDR computer systems are the property of the CCDDR. CCDDR retains the right to access, copy, modify, destroy or delete this property. Data files containing confidential or sensitive data should be treated accordingly and should not be removed from the workplace without proper authorization.

#### Copying Software, Programs, Applications, Templates, etc.

Employees must notify the Executive Director and receive proper authorization before attempting to copy software, applications, programs or templates. In many cases, copyright laws and/or licenses for commercial software, programs, applications and templates used by CCDDR prohibit the making of multiple copies. CCDDR and its employees are required to abide by the federal copyright laws and to abide by all licensing agreements.

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### Acceptable Uses of CCDDR's Technology Resources.

CCDDR's Technology Resources are to be used by employees or volunteers for CCDDR business. Incidental, minimal personal use may be permitted where, in the judgment of the employee's supervisor such use does not interfere with employee productivity, nor distract/take time away from the worker or co-workers assigned work. Generally speaking, incidental, minimal personal use means: (1) it is occasional and of short duration; (2) it is done on an employee's personal time, such as on a lunch break; (3) it does not interfere with job responsibilities; (4) it does not result in any expense to CCDDR; (5) it does not solicit for or promote commercial ventures; (6) it does not utilize excessive network resources; and (7) it does not constitute any prohibited use, as discussed below.

### Prohibited Uses of CCDDR's Technology Resources.

Use of CCDDR's Technology Resources to engage in any communication that violates federal, state, or local laws or regulations, or any CCDDR policy, is strictly prohibited at all times. In addition, the following uses of CCDDR's Technology Resources are inappropriate and are prohibited at all times:

- Personal commercial use (benefiting an employee's outside employment or commercial business)
- Accessing, receiving or sending pornographic, sexually explicit or indecent materials, including materials of an unreasonably offensive nature (unless as part of a law enforcement investigation conducted by authorized Police personnel)
- Usage for any type of unlawful harassment or discrimination, including the transmission of obscene or harassing messages to any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability or other protected status
- Gambling
- Usage for recreational purposes including the loading of computer games or playing online games
- Usage that precludes or hampers CCDDR network performance; such as viewing or listening to streaming audio and/or video (unless for CCDDR business, such as for online training)
- Unauthorized copying or downloading of copyrighted material
- Usage that violates software license agreements
- Downloading of software programs (unless specifically approved by applicable Director and coordinated with the IT Consultant)
- Usage for political purposes, including partisan campaigning
- Sending anonymous messages and/or misrepresenting an employee's name, position, or job description
- Deliberately propagating any virus, worm, trojan horse, malware, spyware, or other code or file designed to disrupt, disable, impair, or otherwise harm either CCDDR's networks or systems, or those of any other individual or entity
- Releasing misleading, distorted, untrue or confidential materials regarding CCDDR business, views or actions
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages
- Use of Technology Resources in an excessive manner so as to deprive others of system use or resources, including the sending of bulk email for other than official business or forwarding "chain letter" emails of any kind
- Connecting to the CCDDR network, or any specific software package, utilizing somebody else's security identification login information to gain alternate security permissions
- Any personal use, even if incidental, that result in expense to CCDDR
- Usage that violates the guidelines set forth in the Standards of Conduct described in this Manual

Any employee who violates these policies could be subject to disciplinary action, up to and including termination. In addition, employees may be held personally liable for damages incurred as a result of copyright and licensing requirements.

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## Social Media.

CCDDR expects all of their employees who participate in online social networking and the use of social media to understand and follow the guidelines set forth in Policy 35-- CCDDR Social Media Policy.

## Downloading Files from the Internet or Opening Email Attachments.

Downloading files from the Internet or opening email attachments from sources outside CCDDR can lead to spyware and/or virus attacks that can severely damage or degrade CCDDR's network and/or data. The IT Consultant or authorized employee has installed anti-virus and anti- spyware software on all CCDDR computers and continuously updates signature definition files. However, that does not guarantee that all spyware is blocked, or that all viruses are caught.

If you are downloading a file and receive a message that a virus or spyware has been detected, you must call the IT Consultant, your supervisor, or the Executive Director immediately for assistance. Similarly, if you receive an email with a suspicious attachment, or from an unusual source, you should notify the IT Consultant, your supervisor, or the Executive Director before opening it. If you notice that your computer is behaving strangely or you suspect spyware or a virus, notify the IT Consultant, your supervisor, or the Executive Director.

## 3.34 TRANSPORTING CLIENTS/EMPLOYEE LICENSE & INSURANCE REQUIREMENTS

Employees are to only provide transportation to clients served by the agency in emergency situations, where the health, safety, or wellbeing of the client may be at risk. In the case of a medical emergency, employees are to call 9-1-1 for ambulance transport. No smoking is allowed in any vehicle while transporting clients. All employees who transport clients in their vehicle must have a current valid Missouri driver's license and are required to wear their seat belts and to have all clients transported wear seat belts. All employees are to submit proof of the minimum vehicle liability insurance coverage to the Human Resources Officer or the Executive Director at the appropriate insurance renewal periods in order to establish proof of continuous coverage. Failure to maintain continuous vehicle insurance coverage could result in disciplinary action up to and including termination. If an employee's vehicle insurance has lapsed or expired, the employee will not be allowed to drive his or her vehicle for purposes of Agency business. It is the employee's responsibility to notify their insurance carrier that they may be responsible for transporting clients in certain emergency situations as a function of CCDDR business, and to ensure they have adequate coverage for liability, property damage, and bodily injury.

Any penalty, fine, imprisonment, fee, or other adverse action imposed by a court in connection with an employee's vehicle accident or use must be reported immediately to Human Resources Officer or the Executive Director.

## 3.35 CONFIDENTIALITY

The protection of confidential client Protected Health Care Information (PHI) is vital to the interests and success of CCDDR. CCDDR conforms to state and federal laws with regard to protecting confidential client information. Such confidential client information includes, but is not limited to, the following examples:

- Client name/Social Security #/date of birth/phone #/relatives,
- Client diagnosis,
- Client records/files,
- Client treatment plans & services,
- Client financial information.

All employees shall be trained in the proper safeguarding and use/disclosure of client PHI. Professional consideration and discretion must be afforded by staff at all times in their discussions regarding individuals served by the agency.

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It is the responsibility of all staff not to disclose to any unauthorized person any PHI regarding persons served by the agency. As a general rule, only those persons on the client's treatment team have a need for client PHI, and even in these cases, only the specific information/PHI required should be provided.

Further, caution must be exercised by staff in any discussions with professional peers, on or off the agency premises, to assure that conversations cannot be overheard by individuals served or other individuals not professionally involved with the individual who is/are the topic of conversation.

Staff traveling in the field should only take the minimum necessary Protected Health Information (PHI) to conduct their duties. While transporting PHI, efforts shall be made by staff to keep such information from plain view. Vehicles containing PHI shall be kept locked while unoccupied and shall be kept out of view through the windows. Laptops provided by CCDDR and used in the field or at staff's place of residence shall be kept in a locked and secured location when not in use.

If PHI is lost or stolen, the Privacy Officer or designee should be notified as soon as possible, but no later than one (1) business day after the loss is discovered.

All staff and volunteers of the agency shall be required to sign a Confidentiality Agreement as a condition of employment/association with the agency.

Employees who improperly use or disclose client PHI will be subject to disciplinary action, including termination of employment.

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## SECTION E

### WAGE AND SALARY POLICIES

#### 3.36 OFFICE HOURS AND WORK WEEK

The CCDDR office hours are from 8:30 a.m. to 4:00 p.m. Monday through Friday, except for holidays. In order to serve clients, all employees are expected to work at some point during these hours whenever possible, depending on approved FLEX schedules if applicable. Normally scheduled working hours for employees shall be from 8:00 a.m. to 5:00 p.m. for full-time employees (part-time employee hours are subject to supervisor and/or Executive Director approval). All employees are expected to cooperate in taking lunch breaks on a staggered schedule when working in the office in order to meet the needs of office visitors, clients/parents, persons calling by phone, and co-workers.

The standard workweek for full-time, nonexempt employees is 40 hours per week. For calculating hours worked during the week by nonexempt employees, the employee workweek is from Saturday at 12:00 a.m. to Friday at 11:59 p.m. All employees are allowed up to a one-hour lunch break, which is not counted as time worked, and two 15- minute breaks during the day—one in the morning or before lunch and one in the afternoon or after lunch, which are counted as time worked. Lunch breaks must be taken and cannot be less than 30 minutes if an employee works at least 4 hours on any day worked.

#### 3.37 TIMEKEEPING AND SCHEDULING

Nonexempt employees must record their time worked, and the immediate supervisor and/or the Executive Director will review time records for nonexempt employees each week. Any changes must be approved by the immediate supervisor and/or the Executive Director.

Exempt employees should plan ahead and attempt to work out a work schedule with their immediate supervisor and/or the Executive Director at the start of each week, so that coverage for office hours when the employee will be out may be arranged when needed.

#### 3.38 OVERTIME

Overtime compensation is paid only to nonexempt employees in accordance with federal and state wage and hour laws. Exempt employees are not eligible for overtime regardless of hours worked.

Overtime work should not be undertaken unless a nonexempt employee obtains their immediate supervisor's or the Executive Director's prior authorization. If possible, nonexempt employees should notify their immediate supervisor or the Executive Director at least two working days in advance if working hours during a work week need to be varied or overtime hours are requested.

Overtime is payable at a rate of one and one-half times the regular hourly rate for all hours worked over 40 in one work week. Paid time off or any leave of absence will not be counted as hours worked. When paid time off or any leave of absence is recorded during a work week, the number of total hours worked plus the approved paid time off or any leave of absence shall not exceed 40 hours. No more than 40 hours of paid time off or any leave of absence approved shall exceed 40 hours in one work week.

#### 3.39 PAYDAYS

All employees are paid on a biweekly basis, every other Friday. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last working day prior to the holiday.

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If a regular payday falls during an employee's paid time off, the employee's paycheck will be available upon his/her return from the paid time off or available for the employee to pick up at his or her convenience on payday or any time thereafter. Employees may elect to have their paychecks automatically deposited into their checking account.

If the employee is not at work when paychecks are distributed and does not receive the paycheck, the paycheck will be kept within the office through the rest of the payday or until the employee picks up the check thereafter. If an employee is unable to pick up his or her check on payday, he or she will need to make arrangements with the Human Resources Officer or Executive Director to receive the paycheck.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.

Tax withholding deductions from payroll shall be made in accordance with Federal and State W-4 data provided by the employee, in addition to standard deductions for Social Security and Medicare.

Additional withholdings may be made as authorized by the employee for items such as elective deferrals into a deferred compensation program, Aflac participation, payment of the employee-responsible portion of health or vision insurance premiums, or any other employee approved payroll deduction. All such withholdings shall be prior-authorized by the employee.

CCDDR does not issue payroll advance payments or loans to its employees.

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## SECTION F

### BENEFITS AND SERVICES

#### 3.40 OVERVIEW OF BENEFITS

CCDDR offers the following benefits for all employees:

- Workman's Compensation
- Jury Duty & Military Leave
- Professional Development
- Leaves of Absence

The following benefits are available immediately upon hire to all full-time employees:

- Health Insurance (starts the 1<sup>st</sup> day of the month after date of hire)
- Paid Holidays
- Personal Hours (16)

The following benefits are available to all regular full-time employees after three months of employment:

- Paid Time Off (PTO)
- Funeral Leave

The following benefits are available to all regular full-time employees after six months of employment:

- LAGERS Defined-Benefit Retirement Program (vested after 5 years)
- Life Insurance/ADD

The following benefit is available to all employees who have worked for the agency for 12 or more months, have worked at least 1,250 hours during the previous 12 months, and work at a location where CCDDR employs 50 employees within 75 miles of your worksite:

- Family Medical Leave Act

The following benefit is available to all fulltime employees after two years of full-time employment:

- Educational (Tuition) Assistance

The agency offers leave benefits in an effort to recruit and maintain a motivated workforce. The agency extends the following types of leave: paid time off (PTO), military, bereavement, jury duty and emergency leave. The Executive Director shall establish procedures governing the use and approval of these benefits.

#### 3.41 PAID TIME OFF (PTO)

During the first calendar year of employment, PTO hours available for use after completing 90 days of employment will be prorated based on 160 hours (see example below); beginning with the second calendar year through the completion of the fourth calendar year of employment, an individual shall have 160 hours of PTO available for use; beginning with the fifth calendar year through the ninth calendar year of employment, an individual shall have 240 hours of PTO available for use; and beginning with the tenth calendar year of employment and beyond, an individual shall have 320 hours of PTO available for use (see chart below). PTO may be used for absent hours due to illness, personal reasons, vacations, or other circumstances which require an

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employee be absent from work. All PTO must be approved by his or her supervisor and/or the Executive Director. PTO hours will only be approved in an amount that will fulfill a 40- hour work week due to absence(s). Unless extreme circumstances exist, such as hospitalization or other emergency, no more than 80 consecutive hours shall be approved for use. Any request for over 80 consecutive hours must be approved by the Executive Director. No more than ½ of available PTO can be used during the first 6 months of each calendar year without direct approval from the Executive Director. Use of PTO hours during the first quarter of each year will require the Human Resources Officer to monitor continued use of PTO time to ensure an employee does not use PTO inappropriately.

| Calendar Year of Employment   | Maximum Annual PTO Hours Available |
|-------------------------------|------------------------------------|
| First Calendar Year           | Prorated Based on 160 Hours        |
| 2nd to 4th Calendar Year      | 160 Hours                          |
| 5th to 9th Calendar Year      | 240 Hours                          |
| 10th Calendar Year and Beyond | 320 Hours                          |

The full applicable compliment of PTO is available for use in each calendar year of employment (provided the employee has completed his or her first 90 days of employment) beginning on January 1<sup>st</sup> of the calendar year and must be used by December 31<sup>st</sup> of that same calendar year. There will be no carryover of any unused PTO from one calendar year to the following calendar year. For employees hired during any calendar year, the applicable PTO will be prorated based on the number of months remaining in that calendar year. For example:

*An employee is hired on June 10<sup>th</sup>, 2019 (5<sup>th</sup> calendar month). 2019 is considered the employee’s first calendar year of employment. The employee is eligible for 7/12 (.59 – all decimals are rounded up) of 160 hours, which equals 95 hours (all decimals rounded up to the nearest whole number) of PTO available to that employee once the employee has completed the first 90 days of employment. The employee will become eligible for 240 hours of PTO available on January 1<sup>st</sup>, 2023 (5<sup>th</sup> calendar year of employment). The employee will become eligible for 320 hours of PTO available on January 1<sup>st</sup>, 2028 (10<sup>th</sup> calendar year of employment). **Please note: employees hired on or after October 2<sup>nd</sup> of any calendar year will not be eligible to use PTO hours during the first calendar year (must complete first 90 days of employment to be eligible to use PTO available).***

Prorated unused PTO shall be paid to the employee upon termination of employment. For employees who are terminated either voluntarily or involuntarily during a calendar year, the proration will be based on the number of months the employee was still employed during the calendar year. For example:

*An employee voluntarily terminates employment with the Agency on June 10<sup>th</sup>, 2019 (5<sup>th</sup> calendar month). The employee is in his or her 4<sup>th</sup> calendar year of employment (hired in 2016) and has not used any PTO during that calendar year. The employee is eligible to receive 7/12 (.59 – all decimals are rounded up) of the remaining 160 hours, which equals 95 hours (all decimals are rounded up to the nearest whole number) that will be paid to the employee after termination has occurred.*

The same calculation applies to an employee whose employment is terminated, either voluntarily or involuntarily, and who has used PTO hours during the calendar year prior to termination. For example:

*An employee voluntarily terminates employment with the Agency on June 10<sup>th</sup>, 2019 (5<sup>th</sup> calendar month). The employee is in his or her 4<sup>th</sup> calendar year of employment (hired in 2016) and the employee has used 50 hours of PTO. The employee is eligible to receive 7/12 (.59 – all decimals are rounded up) of the remaining 160 hours, which equals 95 hours (all decimals are rounded up to the nearest whole number). 95 hours minus 50 hours used equals 45 hours. 45 hours will be paid to the employee after termination has occurred.*

If there are no PTO hours available as a result of the calculation, there will be no PTO hours paid to the employee after termination. The month of hire or termination will be counted as a full month, regardless of the date during the month.

#### PTO Request Procedure

Unless circumstance prohibits, or an emergency precludes from doing so, employees shall submit requests for desired PTO to their supervisor for approval sufficiently in advance of the planned PTO to permit scheduling of substitute personnel if necessary.

#### 3.42 RECORD KEEPING

CCDDR maintains records of PTO balances during the calendar year and is updated at the conclusion of each payroll period.

#### 3.43 HOLIDAYS

CCDDR observes the following paid holidays per year for all regular full-time employees:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

#### 3.44 PERSONAL HOURS

In addition to scheduled paid holidays and PTO, full-time employees are given 16 personal hours annually to be used for time off from work. Unless circumstance prohibits or an emergency precludes from doing so, the employee must obtain approval from their immediate supervisor before using the personal hours. Unused personal hours are not paid after termination of employment with the agency. The full applicable compliment of personal hours is available for use in each calendar year beginning on January 1<sup>st</sup> of the calendar year and must be used by December 31<sup>st</sup> of that same calendar year. There will be no carryover of any unused personal hours from one calendar year to the following calendar year. Personal hours are not prorated the same way as PTO; therefore, all new employees have 16 personal hours immediately available to them for use upon initial employment (i.e, personal hours can be used during the first 90 days of employment).

#### 3.45 FAMILY MEDICAL LEAVE ACT & OTHER MEDICAL LEAVES OF ABSENCE

Eligible employees of CCDDR who have worked for the agency for 12 or more months, have worked at least 1,250 hours during the previous 12 months, and work at a location where CCDDR employs 50 employees within 75 miles of your worksite may be allowed to take up to 12 weeks of protected leave time pursuant to the Family Medical Leave Act (FMLA) (See attached Appendix "B", which sets forth employee rights under FMLA).

For employees not eligible for FMLA leave, leave of absence requests shall be evaluated in accordance with applicable law. Approved leave of absence from work shall generally be a maximum of six weeks; however, each

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situation shall be assessed on a case by case basis. Such leave of absence requests must be approved by the Executive Director and may require documentation from a health care provider.

### 3.46 FUNERAL LEAVE

The purpose of funeral leave is to provide you with time to attend the funeral of a member of your family and to handle personal affairs without disrupting your income. Permanent full-time employees are eligible for funeral leave benefits, and the benefits become effective after you complete your three-month initial employment period.

Employees may be granted up to a three-day leave (three consecutive working days) with pay in the event of the death of an immediate family member.

The term immediate family member is defined as:

- Sibling
- Child
- Domestic Partner
- Parent
- Parent-in-law
- Spouse
- Step Sibling
- Step Child
- Step Parent
- Grandparent
- Grandparent-in-law
- Grandchild

Your funeral leave pay will be figured at your regular rate of pay.

### 3.47 JURY DUTY/MILITARY LEAVE

Employees will be granted time off to serve on a jury or military leave. The agency will be responsible for the difference between the exempt employee's weekly salary and the weekly rate of pay received for temporary military duty or jury duty. Non-exempt, full-time employees who are required to perform jury duty during normally scheduled working hours will be compensated their current hourly rate up to a maximum of 8 hours per workday and up to a maximum of 10 working days. If jury duty for a non-exempt employee does not require the employee to be absent for a full working day, the employee should report to work unless otherwise approved by his or her supervisor. The total hours for any workweek consisting of jury duty hours or combined hours of jury duty and work performed shall not exceed 40 (i.e. overtime will not be authorized). Non-exempt employees can utilize PTO hours for jury duty lasting over 10 working days. All regular employees, both full-time and part-time, will be kept on the active payroll until their civic and/or military duties have been completed. A copy of the jury duty summons, and all other associated paperwork are required for the personnel file.

### 3.48 EDUCATIONAL ASSISTANCE

CCDDR recognizes that the skills and knowledge of its employees are critical to the success of the agency. CCDDR offers educational assistance programs to encourage personal development, improve job-related skills, and enhance an employee's career within the field of developmental disabilities.

Only employees with two or more years of full-time employment with the agency shall be eligible for educational assistance. Only expenses related to tuition shall be covered and only those courses related to your employment

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with the agency. The maximum amount of assistance provided to any one person in any one fiscal year is \$1,000.00.

An application form for assistance must be completed prior to enrollment/commencement of classes. The following reimbursement schedule shall be followed:

- Course completion with grade of “A”: 100% reimbursement
- Course completion with grade of “B”: 75% reimbursement
- Course completion with grade of “C”: 25% reimbursement
- No reimbursement will be provided for courses not completed or with a grade of below “C ”

All applications for educational assistance must be prior-approved by the Executive Director.

### 3.49 TRAINING/PROFESSIONAL DEVELOPMENT

CCDDR recognizes the value of professional development and personal growth for employees. Therefore, CCDDR encourages its employees who are interested in continuing education and job specific training to research these opportunities further and provide requests to the Executive Director as appropriate in enrolling or signing up for conferences, seminars, and/or courses pertaining to the field of developmental disabilities. Such requests will be evaluated on a case by case basis by the Executive Director. Employees who attend such conferences, seminars, or courses may be asked to share information obtained with other staff.

Any training required by CCDDR after the start of employment shall be paid for by the agency.

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## **SECTION G**

### **EMPLOYEE COMMUNICATIONS & FEEDBACK**

#### **3.50 JOB POSTINGS & PROMOTION**

It is the policy of CCDDR to attempt to fill positions by drawing from internal candidates possessing the desired qualifications, and to promote from within whenever possible. Staff will be notified when positions are available for internal candidates.

#### **3.51 CHAIN OF COMMAND AND PROCEDURE FOR HANDLING COMPLAINTS**

CCDDR encourages employees to raise workplace issues with management. The below policy addresses steps employees should take regarding raising any workplace issues. The Board of Directors governs the overall management of CCDDR. The Executive Director reports to the Board of Directors and represents the Board of Directors in enforcement of Agency policies and in accomplishing the mission and goals of the Agency. The Executive Director is also responsible for the day to day management of the Agency.

If an employee has an issue that concerns employment discrimination, harassment, or retaliation, the employee should follow the procedure in Section 3.10 of this manual. For issues not related to those covered by the Equal Employment Opportunity policy in section 3.10 of this manual, an employee should first notify his or her supervisor of their workplace or employment related issue. If an employee of the Agency has an issue or a concern that needs addressed, the employee should notify his or her supervisor first. If the employee believes that the issue or concern was not adequately addressed by the supervisor, the employee should immediately notify the Human Resources Officer. If the employee believe that the issue or concern was not adequately addressed by the supervisor or the Human Resources Officer, the employee should immediately notify the Executive Director. If the employee believes that the issue or concern was not adequately addressed by the supervisor, Human Resources Officer, or the Executive Director, the employee should immediately request time allotted at the next regularly scheduled Camden County Senate Bill 40 Board meeting to discuss the issue or concern with the Board members.

#### **3.52 STAFF MEETINGS**

Staff meetings will be held on an as-needed basis. These meetings allow employees to be informed on recent Agency activities, changes in State/Agency policies and procedures, best practices within the field of developmental disabilities, and employee recognition.

#### **3.53 BULLETIN BOARDS**

Please make note of the bulletin board placed in the main office area for access to important posted information and announcements. The employee is responsible for reading necessary information posted on the bulletin boards.

#### **3.54 EMPLOYEE SUGGESTIONS**

CCDDR encourages employees who have suggestions. If you prefer to make suggestions anonymously, please submit your suggestion in writing, without disclosing your identity to the Executive Director or Human Resources Officer via regular mail to: CCDDR, PO Box 722, Camdenton, MO. 65020. If this is done anonymously, every care will be taken to preserve the employee's privacy.

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### 3.55 PERFORMANCE REVIEWS & PLANNING SESSIONS

The employee's immediate supervisor will conduct employee performance reviews with all of his or her employees approximately 90 days after initial employment and in the first quarter of each calendar year thereafter. Informal performance feedback and planning may occur more frequently.

Employee performance reviews are designed for the employee and the supervisor to discuss the employee's current job tasks, current job performance, encourage/recognize positive attributes, discuss positive approaches for meeting work-related goals, and learning new skills. Various performance measures will be utilized to assist in determining performance ratings. Employees will be asked to complete a Self-Evaluation and bring it to the formal performance review. Each employee will have an opportunity to review their Job Description during this review and sign indicating their acceptance of the description of duties.

### 3.56 CORRECTIVE ACTION & DISCIPLINE

Every employee is expected to conduct themselves in an ethical and professional manner at all times. Our Agency is governed by many external and internal influences. Each employee is responsible for acquiring, supplementing, and maintaining the knowledge needed to comply with all governing State statutes, Federal statutes, DMH directives, DMH procedures, CMS directives, CMS procedures, CCDDR policies, CCDDR procedures, Targeted Case Management requirements, Medicaid protocols, and any other Agency-related governing sources. Management personnel will always assist in the continuing education of the changes within our Agency and rules governing it. Internal directives will be issued on a regular basis and employees are expected to comply with all directives, policies, procedures, protocols, and statutes. When an employee deviates from rules, directives, and standards, Management is expected to take corrective and/or disciplinary action. Nothing in this manual alters the employee at will status. An employee may be subject to verbal consultations, written disciplinary actions, temporary suspensions from employment, and immediate termination at the discretion of the Executive Director in consultation with the Human Resources Officer and/or supervisor(s), depending on the situation and/or infraction. Each infraction, violation, or penalty will be weighed based on the severity of the situation, the experience of the employee, the circumstances surrounding the situation, and the attitude of the employee while engaging with Management during the counseling meetings. Insubordination or inappropriate behavior will not be tolerated at any time from any employee.

### 3.57 EMPLOYMENT TERMINATION

Employment is based on mutual consent, and both the employee and the agency have the right to terminate employment at will, with or without reason and with or without notice.

Nevertheless, to maintain adequate service to our clients we ask employees who are resigning from their position with the Agency to submit sufficient notice so that minimal disruptions in workflow occur. We understand it is not always possible, but the Agency prefers that employees give no less than 2 weeks' notice prior to leaving the Agency. Any employee who leaves employment for any reason shall upon termination return all files, records, keys and other materials that are the property of CCDDR. The cost of replacing non-returned items and any outstanding financial obligations owed to the agency will be deducted from the employee's final paycheck.

Employee personnel files are the property of CCDDR and will not be released to any employee. Contents of an employee's own file may be viewed in the presence of the Executive Director and/or Human Resources Officer, and requests for copies of any documents in the file should be made to the Executive Director and/or Human Resources Officer.

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# Appendix “A”

Complaint of Discrimination or Harassment

1. Your Full Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

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3. Work Phone: \_\_\_\_\_ Home Phone (optional): \_\_\_\_\_

4. Alleged inappropriate conduct or activity (circle as many as are applicable):

Discrimination \_\_\_\_\_

- |                    |                                         |
|--------------------|-----------------------------------------|
| Age                | Color                                   |
| Disability         | Military or Veteran Status              |
| National Origin    | Race                                    |
| Religion           | Gender                                  |
| Sexual orientation | Marital Status                          |
| Gender Identity    | Change of sex and/or Transgender Status |
| Citizenship Status | Other _____                             |

Harassment \_\_\_\_\_

- |                    |                                         |
|--------------------|-----------------------------------------|
| Age                | Color                                   |
| Disability         | Military or Veteran Status              |
| National Origin    | Race                                    |
| Religion           | Gender                                  |
| Sexual orientation | Marital Status                          |
| Gender Identity    | Change of sex and/or Transgender Status |
| Citizenship Status | Other _____                             |

Retaliation \_\_\_\_\_

5. Date(s) of alleged inappropriate conduct or activity:  
\_\_\_\_\_  
\_\_\_\_\_

6. Identify by name and position the person(s) you believe discriminated against you, harassed you, or retaliated against you:  
\_\_\_\_\_  
\_\_\_\_\_

7. Describe in detail the events or occurrences giving rise to your complaint, and explain how you believe you were discriminated against, harassed, or retaliated against. (Use the back of this form and additional paper if you need more space.) Include the location of the events and whether any witnesses were present. Please attach copies of any documents that relate to your complaint, such as applications, resumes, notices of denial of employment or promotion, letters of reprimand, termination etc.

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8. Resolution and/or corrective action requested: \_\_\_\_\_

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Your Signature \_\_\_\_\_ Date: \_\_\_\_\_

# Appendix “B”

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

## www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division





*CAMDEN COUNTY SB40 BOARD OF DIRECTORS*  
***RESOLUTION NO. 2019-14***

**APPROVAL OF AMENDED POLICY #6**

**WHEREAS**, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

**WHEREAS**, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) reviews, amends, and appeals its existing Bylaws, policies, plans, manuals, and job descriptions and creates new Bylaws, policies, plans, manuals, and job descriptions as needed to remain effective in its Agency administration and remain compliant with regulatory statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend Policy #6, Client and Guardian Grievance and Complaint Process.
2. That the Board hereby amends and adopts Policy #6 (Attachment "A" hereto) as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Vice Chairman, or Treasurer

\_\_\_\_\_  
Date



Attachment “A” to Resolution  
2019-14



Policy Number: 6  
Effective: May 1, 2008  
Revised: April 20, 2009, October 16, 2017,  
February 25, 2019

Subject: Client/Guardian Grievance &  
Complaint Process

**PURPOSE:**

Camden County Developmental Disability Resources (CCDDR) shall have a policy to ensure a process for filing client grievances and complaints from clients served and/or their legal representatives in order to provide guidance for receiving, considering and resolving client grievances/complaints filed with the agency. All grievances/complaints shall be heard promptly, investigated appropriately, and where possible, resolved informally. No client served by CCDDR shall be retaliated against or be denied services for filing a grievance/complaint. A review of formal grievances/complaints and appeals can give the organization valuable information to facilitate change that results in better customer service and results for the clients served.

**POLICY:**

- I. The client or their legal representative may file a grievance/complaint with regard to the Support Coordination services provided by CCDDR, if the client/guardian believes their rights have been violated, abuse or neglect has taken place, and/or to voice general concerns with regard to the Support Coordination services being provided by CCDDR.
- II. The Executive Director will initially review all written grievances/complaints and determine a resolution/disposition of a grievance/complaint. Grievances/Complaints shall be categorized by the Executive Director within one of three categories:
  - A. Informational/Dissatisfaction of Services  
An informational report of dissatisfaction which may include but not limited to: violation of a DMH standard or CCDDR policy, contract provision, rule or statute, or a practice or service is below customary business or medical practice.
  - B. Client Rights  
Client reporting a violation of client rights per 630.110.1.
  - C. Suspicion/Allegation of Abuse/Neglect/Exploitation  
Class I neglect, class II neglect, misuse of funds/property, physical abuse, sexual abuse, or verbal abuse has occurred as defined in 9 CSR 10-5.200.

### III. Abuse/Neglect/Exploitation or Client Rights

- A. If in initially reviewing the written grievance/complaint the Executive Director finds evidence of abuse, neglect, exploitation or evidence of a violation of client's rights on the part of Support Coordination staff or other CCDDR employee, this shall be reported immediately per the relevant state statutes/Division Directives, and steps shall be taken to ensure client safety, if necessary.
- B. Grievances/Complaints with regard to human rights violations by CCDDR staff may be made within this process or can be made with the Dept. of Mental Health Client Rights Monitor at:

Client Rights Monitor  
Department of Mental Health  
P.O. Box 687  
Jefferson City, Mo 65102  
1-800-364-9687

### IV. Information/Dissatisfaction with Services

In the case of "informational" grievances, including dissatisfaction with Support Coordination services, the following steps shall be taken:

- A. If informal efforts do not produce a satisfactory solution, a grievance/complaint with regard to the Support Coordination services provided by CCDDR may be filed in writing by completion of a CCDDR Grievance/Complaint Form. In all cases, review actions taken and documentation made will remain confidential.
- B. The Executive Director (or Board Chairperson if the grievance/complaint is against the Executive Director) may assign an investigator if deemed appropriate. Complainant shall be informed in writing within three (3) business days that the formal grievance/complaint has been received and is being reviewed. In addition to completing the form, complainants have the right to present any additional information they feel to be pertinent to the grievance/complaint in a meeting with the investigator. Before considering filing a grievance/complaint, it is encouraged that the complainant try to resolve the matter informally by discussing it first with the Support Coordinator.
- C. Within seven (7) working days after the grievance/complaint is filed, the investigator will submit his or her findings to the Executive Director (or Board Chairperson if the grievance/complaint is against the Executive Director). A letter confirming/not confirming the allegations will be sent to the client and/or their legal representative and CCDDR staff alleged to have been involved. If the letter confirms the allegation(s), further actions will be

outlined in the letter.

- D. If the complainant disagrees with the investigator's disposition of the grievance/complaint, they can appeal to the Executive Director (or Board Chairperson if the grievance/complaint is against the Executive Director), who will have 10 working days in which to make a decision with regard to the grievance/complaint. In this decision, the Executive Director (or Board Chairperson if the grievance/complaint is against the Executive Director) may accept, reject or modify the Supervisor's initial recommendation, or she/he may return the case to the investigator for further proceedings.
  - E. The Executive Director (or Board Chairperson if the grievance/complaint is against the Executive Director) shall specify the matters to be addressed in the further proceedings and shall specify the period within which those proceedings shall be conducted, not to exceed ten (10) working days.
  - F. If the complainants disagree with the decision of the Executive Director (or Board Chairperson if the grievance/complaint is against the Executive Director), they can appeal to the Board Chairperson, who will have 10 days in which to make a decision with regard to the grievance/complaint. In this decision, the Board Chairperson may accept, reject, or modify the Executive Director's recommendation, or she/he may return the case to the Executive Director or assigned investigator for further proceedings.
  - G. If the complainants disagree with the decision of the Board Chairperson, they may complain to the full Board of Directors, whose decision on all grievances/complaints shall be final. The Board of Directors shall review such appeals at the next regularly-scheduled board meeting, in closed session if deemed appropriate.
  - H. The complainant shall be encouraged to file a grievance with the Department of Mental Health/Rolla Regional Office if she/he is not satisfied with the outcome/disposition of the grievance/complaint decision rendered by the Board of Directors.
  - I. Obstruction of a grievance/complaint investigation or retaliation of any kind on behalf of CCDDR staff involved shall be reported to the Executive Director (or Board Chairperson or Board of Directors, as appropriate) who shall take action to eliminate the obstruction or retaliation. Staff members are subject to disciplinary action for engaging in any obstruction of or retaliation with regard to a grievance/complaint.
- V. The decision-maker at each step for good cause may extend time limits designated in this policy.

- VI. CCDDR shall annually review all formal grievances/complaints that have been filed with the agency in an effort to identify trends and areas of needed improvements and develop a Plan of Action to mitigate such grievances/complaints.
- VII. CCDDR prominently displays Client Rights information, which provides the name, mailing address and phone numbers to whom grievances/complaints may be addressed, at each service site.

**REFERENCES:**

- CARF Standards Manual
- 9 CSR 10-5.200 (MO Code of State Regulations)
- 9 CSR 45-3.030 (MO Code of State Regulations)
- RSMo 630.110.1. (Revised MO Statutes)

**CAMDEN CO. DEVELOPMENTAL DISABILITY RESOURCES  
GRIEVANCE/COMPLAINT FORM-SUPPORT COORDINATION PROGRAM**

CLIENT INVOLVED: \_\_\_\_\_ TODAY'S DATE: \_\_\_\_\_

NAME OF PERSON FILING: \_\_\_\_\_

RELATIONSHIP TO CLIENT: \_\_\_\_\_

**WHAT IS/ARE YOUR GRIEVANCE(S) OR COMPLAINT(S)? PLEASE EXPLAIN IN DETAIL** (add pages if needed as well as other documentation)

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**DESCRIBE YOUR EFFORTS TO RESOLVE THIS INFORMALLY WITH YOUR ASSIGNED SUPPORT COORDINATOR AND/OR OTHER TEAM MEMBERS** (add pages if needed):

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**WHAT WOULD YOU LIKE TO SEE HAPPEN IN THIS MATTER?** (add pages if needed)

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SIGNATURE OF GRIEVANT/COMPLAINANT \_\_\_\_\_ DATE \_\_\_\_\_

**INVESTIGATOR RESOLUTION OFFERED** (add pages if needed):

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Investigator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I AGREE WITH THE ABOVE RESOLUTION  Yes  No If "No," I wish to appeal the above resolution  Yes  No

SIGNATURE OF GRIEVANT/COMPLAINANT: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXECUTIVE DIRECTOR RESOLUTION OFFERED** (add pages if needed):

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Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I AGREE WITH THE ABOVE RESOLUTION  Yes  No If "No," I wish to appeal the above resolution  Yes  No

SIGNATURE OF GRIEVANT: \_\_\_\_\_ DATE: \_\_\_\_\_





*CAMDEN COUNTY SB40 BOARD OF DIRECTORS*  
***RESOLUTION NO. 2019-15***

**APPROVAL OF AMENDED POLICY #14**

**WHEREAS**, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

**WHEREAS**, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) reviews, amends, and appeals its existing Bylaws, policies, plans, manuals, and job descriptions and creates new Bylaws, policies, plans, manuals, and job descriptions as needed to remain effective in its Agency administration and remain compliant with regulatory statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend Policy #14, Board Governance.
2. That the Board hereby amends and adopts Policy #14 (Attachment "A" hereto) as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Vice Chairman, or Treasurer

\_\_\_\_\_  
Date



Attachment “A” to Resolution  
2019-15



Policy Number:  
14  
Effective: May 1, 2008  
Revised: April 19, 2010  
October 16, 2017, January 22, 2018,  
February 25, 2019

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Subject: Board Governance

**PURPOSE:**

Camden County Developmental Disability Resources (CCDDR) shall have sound governance policies in order for the Board of Directors to effectively manage the operations of the Board and in order for the agency to accomplish its stated mission.

**POLICY:**

Board members shall the following basic legal duties:

- A duty of care
- A duty of loyalty
- A duty of obedience

This policy complements, but does not replace, the Board's current operating Bylaws.

CCDDR is established as a political subdivision under the laws of Missouri, statute 205.968-205.972. The CCDDR Board of Directors is established as the authority to operate CCDDR in accordance with the above statute, Bylaws, and Board policies.

CCDDR business will be conducted in accordance with the laws of the state of Missouri, Bylaws of the agency, Board policies, and generally accepted business practices that will accomplish the CCDDR mission.

I. Authority of Board of Directors

Each member of the CCDDR Board is legally and morally responsible for all activities of CCDDR. All members of the Board share in a joint and collective authority which exists and can only be exercised when the group is in session.

II. Board Member Commitment

Serving as a Board member of CCDDR involves a very special commitment. To meet that commitment, Board members are expected to:

- Ensure adherence to CCDDR's mission and ethics statements
- Attend and actively participate in all of the Board's meetings
- When absent from a meeting, review minutes and results of the missed meeting

- Do their homework to be prepared to participate fully in Board and committee meetings
- Act only with the full Board, not individually unless authorized to do so by the full Board
- Speak for the full Board only when the full Board sanctions he/she in doing so

### III. Board Delegation of Policy Interpretation to Staff and Public

The Board delegates to the Executive Director responsibility for policy interpretation to the staff and public and for rule making, issuance of procedural directives, and guides not specifically covered or detailed in the Board policies. Such interpretations, rules, and directives have the force of Board regulations unless and until superseded by the Board action.

### IV. Board Member Rights

CCDDR Board members are granted certain specific rights. All Board members have the right to:

- Receive notice of Board meetings and the agenda
- Attend and participate in Board meetings
- Examine CCDDR's books, records, meeting minutes, financial statements, and contracts
- Place items on the Board meeting agenda at the appropriate time

### V. Duty of Board Members not to Compete

A Board member may not use his/her position on the CCDDR Board to prevent CCDDR from competing with the Board business. It is expected that Board members, even after they complete Board service, will not use trade secrets, client lists, or other confidential information acquired by virtue of being a member of the Board.

### VI. Legal Obligations of Board Members

CCDDR Board members are both responsible and liable for CCDDR. The CCDDR Board and the law require every Board member to follow the rule of the reasonably prudent person and the principle of good faith.

The rule of the reasonably prudent person means that the Board will not:

- Mismanage CCDDR in a manner deviating from fundamental management principles, such as planning carefully for the future of CCDDR or its clients, regularly reviewing the financial status of CCDDR, and monitoring compliance with Board policies
- Fail to govern by utilizing all control systems available to CCDDR
- Be involved in self-promotion that provides personal gain to Board members

The principle of good faith means that Board members will:

- Attend all Board and committee meetings to be a part of Board actions
- Read and understand CCDDR's policies and Bylaws
- Pay attention to organizational affairs and keep informed about organization activities
- Ensure that CCDDR is in compliance with legal requirements
- Avoid self-promotion
- Base decisions on and act in the best interest of the agency and the individuals served by the agency
- Maintain boundaries with all persons served, their families, and stakeholders

CCDDR Board members will not:

- Be critical, in or outside of the Board meeting, of other Board members or their opinions
- Use CCDDR or any part of CCDDR for any personal advantage or the personal advantage of friends or relatives
- Discuss confidential proceedings or closed session proceedings of the Board outside the Board meeting
- Promise prior to a meeting how they will vote on any issue in the meeting
- Interfere with duties of the Executive Director and staff or undermine the Executive Director's authority
- Authorize any action or transaction on behalf of the Board of Directors in any procurement of services or execution of any legal document, legal agreement, contractual agreement, use of property, or other similar action or transaction without being authorized to do so by the Board of Directors
- Sign as a witness on any legal documents pertaining to persons served, their families, or stakeholders, except if acting within the capacity of the legally designated representative, primary relative, and/or legal guardian for a specific individual

## VII. Board Member Composition

The composition of the Board of Directors shall adhere to state statutes in terms of the following:

1. At least two members of the Board shall be related within the third degree to a person with a developmental disability.
2. At least seven Board members must be residents of Camden County Missouri
3. The total number of Board members shall be nine.
4. All Board members shall be appointed by the Camden County Commission to serve three year terms.

## VIII. Board Member Selection Process

When there is a vacancy within the Board, the Board shall determine if there is a need to form a Nominating Committee or charge the Executive Director to conduct a search for potential Board members. The Nominating Committee or Executive Director shall be

responsible for recommending no more than three candidates to fill the vacancy, which will be submitted to the full Board for review and discussion. Upon finalizing review and discussion by the full Board, the candidates' names shall be submitted for consideration to the Camden County Commission for appointment to the Board.

To be most effective in ensuring the right candidates are considered, the selection criteria shall consider the composition of the current Board, the current Board members qualities, and the needs of CCDDR as an organization. In addition to the consideration of the statutory requirements, some basic qualities the Nominating Committee or Executive Director may consider in evaluating potential Board members include the candidates':

- Overall interest and enthusiasm in serving on the Board and in improving the lives of Camden County citizens with developmental disabilities
- Level of integrity
- Prior education/work experience within the field of developmental disabilities
- Team work skills
- Geographic area of residence within the county
- Ability to think toward the future
- Time availability
- Ability to attend Board meetings

The nominating committee shall analyze these qualities along with those of the current Board and consider how the prospective members and current members will work together. The committee may also consider how the prospective members will influence the existing CCDDR Board dynamics.

The ongoing evaluation process of the CCDDR Board and its processes, as well as the annual Board member process, may also influence the selection criteria.

When suitable candidates have been identified, the Nominating Committee or Executive Director shall initiate discussions with them to gauge their interest and provide answers to any questions or concerns. If requested by candidates, the Nominating Committee or Executive Director shall provide candidates with information about the Board and the organization, including: the organization's annual report, promotional brochures, a summary of the organization's services; a summary of the Board's current strategic plan; etc.

The list of candidates shall then be presented to the full CCDDR Board, who shall approve the list of candidates and identify the candidates the Board would like to have appointed. The Board may identify a top candidate or list the candidates in preferential order. Once the list of candidates is approved by the Board, the list of candidates shall be provided to the Camden County Commission, who may choose a candidate from the list to fill the current vacancy and who shall appoint a replacement to the CCDDR Board.

## IX. New Board Member Orientation

Once the candidate has been appointed to the Board by the Camden County Commission, the Board Chairperson and Executive Director will welcome the new member to the Board and ensure that the new member receives proper orientation to his/her new roles. Information shall be provided to each new Board member at the start of his or her service. This information will assist the new Board member with becoming familiar with CCDDR and its operations, the functions of the CCDDR Board, and the expectations of each Board member. Throughout the term, the information serves as a useful reference tool for CCDDR Board members.

To assure its effectiveness, the information shall be reviewed with all new CCDDR Board members. The information shall be kept up to date as CCDDR policies change or are introduced. The information shall include materials, reference links, and/or access to the following:

- CCDDR's current mission statement
- A brief history of CCDDR
- A description of CCDDR's structure and operations, including meeting dates and job descriptions
- A copy of the CCDDR Bylaws
- A Board Member Job Description
- All operational policies of CCDDR
- CCDDR's current strategic plan
- Financial information, including the current CCDDR budget, most-recent audit, investments, insurance and funding information
- A list of common acronyms used within field
- A description of the Board's committees and their terms of reference
- The names and contact information of each CCDDR Board member

All new Board members shall review/sign the following forms upon their initial appointment and annually thereafter:

- HIPAA Confidentiality Agreement
- Code Of Ethical Conduct Agreement
- Code of Ethics Statement
- Conflict of Interest Statement
- Social Media Policy Acknowledgement
- Board Member Job Description
- Corporate Compliance Acknowledgement
- Ethical Conduct and Values Statement
- Gift Disclosure Form
- Internet Bank and Financial Access Agreement
- Principles of Teamwork Acknowledgement
- Any other agreements, acknowledgements, or statements adopted or enacted hereafter

Staff members of CCDDR may lead tours of the CCDDR facility as well as the facilities of contracted agencies for new Board members. This will help new Board members to become familiarized with the programs and services both funded and provided by the Board.

In addition, the CCDDR Board Chairperson or a Board committee chairperson may also organize a committee orientation presentation. This can include describing each CCDDR committee and its purpose, reviewing each committee's work plans or assignments, and becoming familiar with each committee's terms of reference.

- X. At the completion of the CCDDR Board orientation process, new Board members may be encouraged to provide feedback and recommendations on the orientation process. This will help strengthen the process for the future. The CCDDR Board Chairperson may also periodically involve the new Board member in one-on-one reviews of the members' progress following the orientation.

- XI. Board Education & Development

Periodically, CCDDR may provide certain Board development activities for all current Board members to enable them to more effectively accomplish their responsibilities as Board members. Such ongoing Board development activities provide Board members with the appropriate knowledge required to be effective decision makers. Board development activities can also help motivate the Board members in their positions. CCDDR may provide Board training & education activities during regular Board meetings, special meetings, or retreats. These orientation sessions can be in the form of presentations, group discussions, or information-sharing meetings. The Board Chairperson can lead a discussion with the new Board members of the organization's values and services. During the discussion, the Chairperson can refer to the Board's work plan and how it relates to the organization's strategies. The content and need for such Board training and education activities shall be determined on an as-needed basis by the Board.

- XII. Annual Board Self Assessments

The CCDDR Board of Directors shall complete annual self assessments of the Board as a whole, as well as self assessments of their individual performance as CCDDR Board members. The self assessments shall be used to provide input as to needed Board development activities and orientation activities.

- XIII. Implementation Of Board Policies/Procedures

The Executive Director shall develop proposed policies, manuals, plans, job descriptions, or other Board governance materials at the request of the Board, and may also propose new policies, manuals, plans, job descriptions, or other Board governance materials on his/her own accord, subject to Board approval. All policies, manuals, plans, job descriptions, or other Board governance materials shall be implemented only by approval of the full Board in a meeting with a quorum. On an annual basis, the Executive Director and Administrative

Team shall review all policies, manuals, plans, job descriptions, Bylaws, or other Board Governance materials and make recommendations for modifications as-needed to the CCDDR Board of Directors, who shall take proposed modifications under advisement. The Executive Director shall enact agency procedures as appropriate and within the guidelines of policies, manuals, plans, job descriptions, Bylaws, or other Board governance materials.

XIV. Exit Process

Board members may resign their position with the Board at any time by submitting a Letter of Resignation to the CCDDR Board Chairperson. The Letter of Resignation shall provide the circumstances with regard to the Board member's resignation and the effective date of the resignation. Board members may be reappointed for additional three-year terms by the Camden County Commission, should the Commission approve the reappointment. If an appointment or re-appointment has not been confirmed by the Camden County Commission on the term expiration date of any Board member position, the Board member position shall be considered vacant until an appointment or re-appointment is made. If a vacancy or vacancies exist, a quorum of the Board shall then be considered a majority of the confirmed appointed positions remaining.

**REFERENCES:**

- Sections 205.968-205.972 RSMo
- CARF Standards Manual, Section 1J
- CCDDR Bylaws





*CAMDEN COUNTY SB40 BOARD OF DIRECTORS*  
***RESOLUTION NO. 2019-16***

**APPROVAL OF AMENDED POLICY #17**

**WHEREAS**, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

**WHEREAS**, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) reviews, amends, and appeals its existing Bylaws, policies, plans, manuals, and job descriptions and creates new Bylaws, policies, plans, manuals, and job descriptions as needed to remain effective in its Agency administration and remain compliant with regulatory statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend Policy #17, Financial Management Practices.
2. That the Board hereby amends and adopts Policy #17 (Attachment "A" hereto) as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Vice Chairman, or Treasurer

\_\_\_\_\_  
Date

Attachment “A” to Resolution  
2019-16



|                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policy Number:<br>17<br>Effective: May 1, 2008<br>Revised: April 20, 2009, April 19, 2010,<br>September 17, 2012, October 16, 2017,<br>February 26, 2018, February 25, 2019 |
| Subject: Financial Management<br>Practices                                                                                                                                  |

**PURPOSE:**

Camden County Developmental Disability Resources (CCDDR) shall have a policy to implement sound financial management practices that allow for accountability and reduce the threat of fraud or theft with regard to board assets. All financial management practices of the board shall comply with applicable state and federal laws.

**POLICY:**

I. Separation of Functions

CCDDR shall strive to achieve proper separation of all financial transactions and bookkeeping so as to minimize the possibility of theft or fraud with regard to CCDDR assets and funds. The Financial Management Procedures shall identify the separation of functions and all financial processes. No single employee or Board member shall have sole control of processing and approving any financial transaction.

II. Approval & Execution of Expenditures, Contracts, & Purchase Agreements

No expenditure shall be processed if the expenditure will cause the overall annual expenses to exceed the total amount of overall annual expenses authorized in the Board approved annual budget without Board approval through a resolution unless an emergency as defined in the Procurement Policy has been declared or if total income less total expenses does not reflect a negative net income. No expenditure shall be authorized if there is a potential conflict of interest without first being reviewed and approved by the Board through a resolution. All Board members shall have access to CCDDR financial records and may request documentation on any financial transaction at any time. The Board shall receive a monthly summary of all checks written the previous month on all CCDDR banking accounts and shall approve these payments/expenditures as part of the monthly financial statements.

The Executive Director, Board Chairperson, or other agency administrative designee may execute contracts and purchase agreements as necessary when authorized through the fiscal budget approval process as identified in Policy #18, Annual Budgeting Process; emergency procurement authority as identified in Policy #31, Procurement; and the procurement process not requiring a formal

competitive bidding process as identified in Policy #31, Procurement. Contracts, purchase of service agreements, or other related instruments resulting from a Request for Proposals (RFP) or Notice of Funding Available (NOFA) as identified in the formal competitive bidding process in Policy #31, Procurement, must be approved by the Board of Directors, and they can be signed by the Executive Director, Board Chairperson, or other agency administrative designee after approval. The signing of contracts, purchase agreements, or other related instruments may be witnessed, if applicable and/or necessary, by the Compliance Manager, Accounting Manager, or other agency administrative designee.

### III. Signing of Checks

All checks, drafts, and other evidences of indebtedness issued in the name of CCDDR must have the signature of two officers of CCDDR, or one officer and the Executive Director. Persons signing checks shall also be provided copies of invoices that checks are being prepared for as a means of verifying the accuracy and validity of payments. All officers authorized to sign checks as well as the Executive Director shall be covered by a blanket fidelity bond, surety bond, or other similar insurance policy as described in Article IX of the Bylaws.

### IV. Financial Accounting

CCDDR will conduct its financial accounting under the premise of the Proprietary Fund Accounting System, Enterprise Fund accounting principles (accrual basis). This is needed to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the Board is to show that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges and that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The accounting and recording of financial transactions shall be done internally and the processes will be identified in the Financial Management Procedures. CCDDR may utilize the services of a CPA to supplement its accounting systems, recording, or reporting in whole or in part if the need arises and is justified.

### V. Fixed Assets

CCDDR shall maintain a list of all fixed assets with a usable life of over 1 year and an original purchase price of \$1,000 or more. This list shall document the item, date of purchase, amount of purchase, model number (if applicable), serial number (if applicable), physical location, and date/method of disposition (if applicable). Any items determined to be fixed assets under prior criteria shall remain as such for their useful life. All CCDDR property shall be tagged with property control stickers, if practical. Prior to disposing of any fixed asset of the board, the Executive Director, Board Chairperson, or other agency administrative designee must first declare the asset

as inoperable/unusable or surplus property. For surplus property, sealed bids shall then be solicited by the Board for sale of the item. For assets whose original purchase price was \$6,000 or more, the CCDDR Board of Directors must approve of the disposal or sale of the fixed asset. The fixed asset list shall be updated annually.

VI. Board Investments

CCDDR may maintain fund balances carried over from prior years or excess funds during the current year. The Board may invest these funds at its discretion into investment accounts. All Board-controlled investments shall comply with Policy #27, Investment of Board Funds.

VII. Unaudited Financial Statements

Unaudited Financial statements shall be completed monthly for the Board's review and approval. Financial statements are to include an income statement for the previous month ended, an income statement for year-to-date as of the last day of the previous month, a balance sheet as of the last day of the previous month, a cash flow statement as of the last day of the previous month, and a cash flow statement for year-to-date as of the last of day of the previous month. The format of the income statements shall show budgeted vs. actual revenues and expenditures for the previous month ended and the year-to-date fiscal year. Each of these reports shall reflect a separation of the Tax Levy funds and transactions (SB 40 Tax), the Targeted Case Management funds and transactions (Services), and any other program funds and transactions. The income statements shall also reflect the variances, and the Executive Director, Accounting Manager, or other agency administrative designee shall submit a synopsis of the variances. Copies of the aforementioned reports shall be posted on CCDDR's Web site for public viewing.

VIII. Sharing of Financial Data with Stakeholders

Year-end financial data shall also be shared with CCDDR stakeholders by incorporating this data within CCDDR's Annual Report, which shall be posted on CCDDR's Web site for viewing by the public and any other interested parties.

IX. Annual Audit

CCDDR shall obtain an independent audit of all agency finances from a Certified Public Accountant annually. The audit shall include reports on CCDDR's compliance with internal controls related to financial statements and applicable laws, regulations, contracts, agreements, and grants in accordance with Governmental Auditing Standards, as well as compliance with Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." The annual audit shall contain a Management Letter in which findings and recommendations are provided.

X. Pledged Securities

CCDDR shall obtain pledged securities from financial institutions in which the account balance is or may exceed \$250,000.

XI. Petty Cash

CCDDR may maintain a petty cash fund to meet immediate and relatively minor purchases of the agency. An amount of no more than \$25.00 may be maintained in the petty cash fund. A ledger shall document all purchases from petty cash, and signed receipts shall be stapled to the petty cash ledger. The petty cash fund shall be reconciled monthly.

XII. Business Credit Accounts

CCDDR shall maintain credit accounts at selected places of business for office supplies and other routine supplies required by the board for its operations. All such applications for business credit shall be prior-approved by the Executive Director or Board Chairperson and account balances shall be paid in full to the business each month by CCDDR. CCDDR shall not obtain business credit accounts at businesses in where finance charges are made for balances less than one month old.

XIII. Review of Service Billing

On a monthly basis, the Executive Director or agency administrative designee shall review all Targeted Case Management billings to determine their accuracy, determine why unpaid claims were not paid, and implement/follow up with corrective actions as needed.

XIV. Cost Analysis of Services Provided

On a monthly basis, the Executive Director, Accounting Manager, or other agency administrative designee shall prepare a report for the CCDDR Board of Directors showing total program costs, including both direct costs and indirect (overhead) costs, revenues received, and the net gain or loss for that month. An annual report based on year end data shall be provided to the CCDDR Board of Directors in January for the prior year. The annual reports may contain comments by the Executive Director and may contain suggestions to improve efficiencies to the programs as a means of ensuring continued financial viability.

**REFERENCES:**

- CARF Standards Manual
- Chapter 70, Revised MO Statutes
- Chapter 67, Revised MO Statutes



*CAMDEN COUNTY SB40 BOARD OF DIRECTORS*  
**RESOLUTION NO. 2019-17**

**APPROVAL OF AMENDED POLICY #20**

**WHEREAS**, Sections 205.968-205.972 RSMo and subsequent passage by Camden Co. voters of the Senate Bill 40 enabling legislation in August of 1980 allows for the business, property, affairs, administrative control, and management to rest solely with the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources).

**WHEREAS**, the Camden County SB 40 Board (dba Camden County Developmental Disability Resources) reviews, amends, and appeals its existing Bylaws, policies, plans, manuals, and job descriptions and creates new Bylaws, policies, plans, manuals, and job descriptions as needed to remain effective in its Agency administration and remain compliant with regulatory statutes.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend Policy #20, Executive Director Evaluation and Compensation.
2. That the Board hereby amends and adopts Policy #20 (Attachment "A" hereto) as presented.
3. A quorum has been established for vote on this resolution, this resolution has been approved by a majority Board vote as defined in the Board bylaws, and this resolution shall remain in effect until otherwise amended or changed.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Vice Chairman, or Treasurer

\_\_\_\_\_  
Date

Attachment “A” to Resolution  
2019-17





Policy Number:  
20  
Effective: May 1, 2008  
Revised: October 16, 2017,  
February 25, 2019

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Subject: Executive Director Evaluation &  
Compensation

**PURPOSE:**

Camden County Developmental Disability Resources (CCDDR) shall have a policy to effectively evaluate the Executive Director.

**PROCEDURES:**

I. Relationship Between the Board and the Executive Director

The CCDDR Board shall delegate authority to the Executive Director to operate the organization under its jurisdiction according to Board policies, plans, manuals, Bylaws, and other Board governance materials.

II. Supervision of Executive Director

Authority and supervision over the Executive Director is held by the Board as a whole, although the CCDDR Human Resource Committee is responsible for the annual evaluation and recommendation of any disciplinary action. In doing the annual evaluation, the Human Resource Committee shall solicit the input of the entire board, either informally or through a formal process, such as a questionnaire. In completing the annual evaluation of the Executive Director, the Human Resource Committee and the Board as a whole shall take into consideration the Strategic Plan and any other work plan developed for the Executive Director, and progress made with each applicable plan. Disciplinary action with regard to the Executive Director, including dismissal, shall be recommended by the Human Resource Committee and approved by the full Board. Use of temporary probationary periods may also be used by the Board and/or Human Resource Committee as a means to enhance substandard performance by the Executive Director.

III. Executive Director Work Plan

Results to be achieved by the Executive Director are to be set out in a work plan, Strategic Plan, duty charge, or directive established by the Board. The aforementioned shall detail both overall corporate performance objectives for the Executive Director to accomplish (which may be taken from the Board's Strategic Plan), as well as individual performance targets or desired outcomes from other management documents. The work plan shall detail what performance objectives, both corporate and individual, are to be accomplished by the Executive Director for the coming year or designated period of time. As part of the Executive Director's annual performance evaluation process, the CCDDR Human Resource Committee

shall review the Executive Director's performance and progress made in meeting desired objectives and outcomes.

#### IV. Executive Director Code of Conduct

The Executive Director affirms the CCDDR Code of Ethics, and additionally commits to the following:

- Will not allow any practice, organizational circumstance, activity, or decisions that are either imprudent or in violation of commonly accepted business or professional ethics
- Will not knowingly cause or allow actions that put CCDDR at financial risk or negative public image
- Will ensure financial management is done within accepted accounting practices including not exposing CCDDR Board members or staff in any unnecessary liability situations, not putting CCDDR assets in jeopardy, and not expending more funds than what is received from funding in a budget year, unless prior-authorized by the Board as part of the Board's budgeting process
- Will treat staff and volunteers in a safe and dignified manner
- Will manage staff compensation and benefits within market norms in consultation with the Board
- Will ensure Board information is accurate and complete and presented in a timely manner

#### V. Executive Director Compensation

A "total compensation" package shall be established for the position of the Executive Director. A monetary amount for total compensation shall be made which considers the following:

- Base pay
- Benefits
- Incentive plans (if any)
- Prerequisites (if any)

Authority to set the compensation of the Executive Director is the responsibility of the Board of Directors as a whole, although the CCDDR Human Resource Committee shall make recommendations to the full Board on all such matters. Annual adjustments to the Executive Director's compensation package shall be made in conjunction with the annual performance evaluation. To make this decision, the Board is provided with a benchmarking analysis of comparable salary and benefits for similar positions throughout the area and state, pay increases provided to other CCDDR staff, and the salary grid for all other CCDDR employees. Benchmarking data may come from a variety of sources, such as the MACDDS salary survey and information from area provider agencies.

The annual performance evaluation template document shall be approved by the Human Resource Committee, and template evaluations shall be sent to each Board member for consideration and response. The Human Resource Committee shall compile and review the responses, which will be recorded in the Committee meeting minutes and will include the Committee member names, Committee members present, Committee discussions, and

Committee recommendations for submission to the Board for approval. Approval of the evaluation and salary adjustments, if any, shall be recorded in the Closed Session meeting minutes to which the discussion and evaluation is finalized and approved by the Board. The Human Resource Committee and the Board may request the Executive Director be present for questions or other discussions at any meeting held prior to final approval by the Board, and the Board will review the finalized and approved evaluation with the Executive Director.

**REFERENCES:**

- CARF Standards Manual