

July 15th, 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 July 15th, 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 June 17th, 2019

Acknowledgement of Distributed Materials to Board Members

- CLC Monthly Reports
- LAI Monthly Reports
- June 2019 Support Coordination Report
- June 2019 CARF Reports
- June 2019 Employment Report
- June 2019 Agency Economic Report
- May 2019 Credit Card Statement
- Resolutions: 2019-25, 2019-26, 2019-27, 2019-28, 2019-29, and 2019-30

Speakers/Guests

NONE

Monthly Reports

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

Old Business for Discussion

- 2019 Wage Evaluations Human Resource Committee (Report)
- 2019 Revised Budget Budget Appropriations Committee (Report)
- TCM Rate & Potential Future Changes (Update)
- CCDDR 2018 Audit (Update)

New Business for Discussion

Waiver Wait Lists

June Support Coordination Report

June CARF Reports

June Employment Report

June Agency Economic Report

May Credit Card Statement

Discussion & Conclusion of Open Session Resolutions:

- 1. Resolution 2019-25: Amendment of Bylaws
- 2. Resolution 2019-26: SB 40 Board Meeting Dates and Times
- 3. Resolution 2019-27: Revised 2019 Budget
- 4. Resolution 2019-28: Re-Allocation of Restricted Funds
- 5. Resolution 2019-29: OATS Facility Use Agreement & Addendum
- 6. Resolution 2019-30: Approval of Targeted Case Management Contract

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

5816 Osage Beach Parkway, Suite 108, Osage Beach, MO 65065

June 17th, 2019 Open Session Minutes

CAMDEN COUNTY DEVELOPMENTAL DISABILITY RESOURCES Open Session Minutes of June 17th, 2019

Members Present Lorraine Russell, Suzanne Perkins, Betty Baxter, Chris Bothwell,

Angela Sellers Lisa Jackson & Brian Willey via telephone

Members Absent Kym Jones, Paul DiBello

Others Present Ed Thomas, Executive Director

Guests Present Natalie Couch, Lillie Smith (LAI)

Susan Daniels, Lisa Berkstresser (CLC)

Marilyn Martin (LODC)

Jami Weisenborn, Sylvia Santon, Jeanna Booth, Marcie Vansyoc,

Myrna Blaine, Connie Baker, Rachel Baskerville, Linda Simms (CCDDR)

Approval of Agenda

Motion by Suzanne Perkins, second Lorraine Russell, to approve the agenda as presented.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins,

Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey

NO: None

Approval of Open Session Board Minutes for May 20th, 2019

Motion by Suzanne Perkins, second Chris Bothwell, to approve the May 20th, 2019 Open Session Board Meeting Minutes as presented.

AYE: Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson,

Chris Bothwell

NO: None

ABSTAIN: Brian Willey, Angela Sellers, because they were not

present at the May 20th, 2019 board meeting.

Approval of Closed Session Board Minutes for May 20th, 2019

Motion by Chris Bothwell, second Suzanne Perkins, to approve the May 20th, 2019 Closed Session Board Meeting Minutes as presented.

AYE: Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell

NO: None

ABSTAIN: Brian Willey, Angela Sellers, because they were not present at the May 20th, 2019 board meeting.

Acknowledgement of Distributed Materials to Board Members

- CLC Monthly Reports
- LAI Monthly Reports
- May 2019 Support Coordination Report
- May 2019 CARF Reports
- May 2019 Employment Report
- May 2019 Agency Economic Report
- April 2019 Credit Card Statement
- Resolutions: Bylaws Changes (First Reading), 2019-24, and Biannual Ethics Resolution

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Speakers/Guests

None

Monthly Reports

ARC of the Lake Myrna Blaine

Nothing to Report

Children's Learning Center (CLC) Susan Daniels

CLC is concerned due to enrollment being full but attendance is low. CLC is asking for volunteers to leave early in order to cut payroll costs. Lisa asked if CLC had an attendance policy. There is an attendance policy; however, it is difficult to enforce as no shows do not pay but need the services. Since CLC has a waiting list, letters may be sent to families regarding the low attendance issue. The Night Glow/5K event was very successful with 212 registered and 158 runners for the 5K. \$10,174.14 was raised at this event.

Lake Area Industries (LAI) Natalie Couch

May was a good month with a net income of \$21,748.00. 61 employees with 57 being CCDDR clients stayed busy working on creamer items, Lake printing, HyVee coupons, drink stix, cardboard bundling and sleds for Lakers. The rod and reel project is slowing down. A job was completed for BTI (new customer out of Columbia) and bidding on other jobs in the hopes of receiving new purchase orders from them. Foam is slow, shredding is busy, but market is low, The Garden Center is doing the same as this time last year. A grant from United Way was received for healthier snacks for concession like stand.

Old Business for Discussion

• TCM Rate & Potential Future Changes (Update)

The Contract Committee met – DMH will try to make the TCM rate income neutral - nothing new to report from last month. The consultants should have results of their study by June 30th and a report issued by end of July. TCM rate changes should be known by October 1st. A rate cut should be expected – not sure at this time what the reduction will look like.

New Business for Discussion

CCDDR 2018 Audit

Auditors will be on site at the Osage Beach Office on July 11th to start the annual audit.

• 2019 Revised Budget – Budget Appropriations Committee (Schedule Meeting)

The Budget Committee needs to meet to review the budget revisions before the July 15th board meeting.

• 2019 Wage Evaluations – Human Resource Committee (Schedule Meeting)

Ed completed the 2019 wage evaluations for the Human Resource Committee to review before the July 15th board meeting.

May Support Coordination Report

Medicaid percentage is up a little. At month end the agency had 357 clients with 11 new intakes pending. New Support Coordinator is doing well.

Motion by Lorraine Russell, second Brian Willey, to approve the report as presented.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey

NO: None

MAY CARF Reports

A couple of issues are being worked on with comments section of the satisfaction survey; otherwise, all is on track. Myrna will attend a CARF workshop at end of 2019 or beginning of 2020 to learn about new requirements to prepare for the fall 2020 CARF Accreditation.

Motion by Lorraine Russell, second Brian Willey, to approve the report as presented.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey NO: None

May Employment Report

Community Employment had a 1% increase for the month of May and should increase more during peak season.

Motion by Lorraine Russell, second Brian Willey, to approve the report as presented.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey

NO: None

May Agency Economic Report

Services income has been higher than projected, which is mainly due to operational efficiencies introduced over the past couple of years.

Motion by Lorraine Russell, second Brian Willey, to approve the report as presented.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey

NO: None

April 2019 Credit Card Statement

No Questions and a vote not necessary.

Discussion & Conclusion of Open Session Resolutions:

1. First Reading of Bylaws Changes

Verbiage was changed in bylaws eliminating specific dates in order to hold meetings on different days at the Board's pleasure. Second reading of the Bylaws will be at the July 15th Board Meeting. Ed sent a survey to board members asking for recommendations of date and time changes for board meetings. After a discussion of date and time changes by board members, the board chose the 2nd Thursday of the month with the meetings to begin at 5:00 PM. Ed will create a resolution to present at the next board meeting.

2. Resolution 2019-24: OATS Contract Renewal July 1st, 2019, to June 30th, 2020 – Employment Transportation

OATS Inc. rate increase for transporting CCDDR clients to and from work.

Motion by Suzanne Perkins, second Chris Bothwell, to approve the rate increase as presented.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey

NO: None

3. Biannual Ethics Resolution

The Biannual Ethics Resolution must be approved by the Board every two years.

Motion by Lorraine Russell, second Brian Willey, to approve the resolution as presented.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey

NO: None

Adjournment:

Motion by Suzanne Perkins, second Chris Bothwell, to adjourn meeting.

AYE: Angela Sellers, Lorraine Russell, Suzanne Perkins, Betty Baxter, Lisa Jackson, Chris Bothwell, Brian Willey

NO: None

Board Chairman	Secretary	

CLC Monthly Report



SB40/CCDDR Funding Request for JULY 2019

Utilizing June 2019 Records

CHILDREN'S LEARNING CENTER Statement of Activity June 2019

	First Steps		Step	Ahead	TO	OTAL
Revenue						
40000 INCOME						0.00
41000 Contributions & Grants						0.00
41100 CACFP				962.04		962.04
41200 Camden County SB40		943.80		15,066.54		16,010.34
41400 United Way Grant				4,066.00		4,066.00
Total 41000 Contributions & Grants	\$	943.80	\$	20,094.58	\$	21,038.38
42000 Program Services	<u>,</u>					0.00
Total 42100 First Steps	\$	2,015.00	\$	792.78	\$	2,807.78
Total 42000 Program Services	\$	2,015.00	\$	792.78	\$	2,807.78
43000 Tuition						0.00
43100 Dining						0.00
43120 Lunch				150.00		150.00
43130 Snack				25.00		25.00
Total 43100 Dining	\$	0.00	\$	175.00	\$	175.00
43500 Tuition				2,402.00		2,402.00
43505 Subsidy Tultion				212.76		212.76
Total 43500 Tuition	\$	0.00	\$	2,614.76	\$	2,614.76
Total 43000 Tuition	\$	0.00	\$	2,789.76	\$	2,789.76
45000 Other Revenue				114.99		114.99
45200 Fundraising Income						0.00
45220 Summer Night Glow 5K				6,861.42		6,861.42
Total 45200 Fundraising Income	\$	0.00	\$	6,861.42	\$	6,861.42
45300 Donation Income				81.00		81.00
45310 Donations						0.00
45315 Bear Market				75.00		75.00
Total 45310 Donations	\$	0.00	\$	75.00		75.00
Total 45300 Donation Income	\$	0.00		156.00		156.00
Total 45000 Other Revenue	\$	0.00	\$	7,132.41		7,132.41
Total 40000 INCOME	\$	2,958.80		30,809.53		33,768.33
Total Revenue	\$	2,958.80	\$	30,809.53		33,768.33
Gross Profit	\$	2,958.80) \$	30,809.53	\$	33,768.33
Expenditures						2.20
50000 EXPENDITURES						0.00
51000 Payroll Expenditures						0.00
Total 51100 Employee Salaries	\$	0.0		21,295.97		21,295.97
Total 51400 Employee Retirement	\$	0.0	_	850.00		850.00
Total 51500 Employee Taxes	\$	0.0		1,897.13		1,897.13
Total 51600 Health Insurance	\$	0.0	0 \$	864.24		864.24
51950 Employee Garnishments				63.1		63.15
Total 51000 Payroll Expenditures	\$	0.0	0 \$	24,970.4		24,970.49
52000 Advertising/Promotional				48.7	υ	48.70

				5,609.65		5,609.65
53000 Equipment				0,003.00		0.00
54000 Fundraising/Grants				4 004 00		1,894,28
54200 Summer Night Glow 5K				1,894.28		31.17
54600 Frosty Float Fundraiser				31.17		1,925.45
Total 54000 Fundraising/Grants	\$	0.00 \$	5	1,925.45 \$)	0.00
56000 Office Expenditures				04.07		91.27
56200 Miscellaneous				91.27		
56300 Office Supplies				1,709.05		1,709.05
Total 56000 Office Expenditures	\$	0.00	Þ	1,800.32	þ	1,800.32
57000 Office/General Administrative Expenditures						0.00
57160 QuickBooks Payments Fees				125.50		125.50
57400 Child Management Software				35.00		35.00
57600 License/Accreditation/Permit Fees				425.00		425.00
57960 Janitorial/Custodial				500.00		500.00
Total 57000 Office/General Administrative Expenditures	\$	0.00	\$	1,085.50	\$	1,085.50
58000 Operating Supplies						0.00
58100 Classroom Consumables				37.74		37.74
58150 Center Consumables				159.51		159.51
				4.48		4.48
58175 Paper Consumables				64.53		64.53
58200 Dining				10.99		10.99
58300 Pet				61.11		61.11
58400 Sanitizing	<u> </u>	0.00	\$	338.36	\$	338.36
Total 58000 Operating Supplies	Ψ	5.00	•			0.00
59000 Program Service Fees	-\$	4,216.77	\$	0.00	\$	4,216.77
Total 59100 First Steps	_ \$	4,216.77		0.00	\$	4,216.77
Total 59000 Program Service Fees	Ф	4,210.73	Ψ	60.00	•	60.00
61000 Repair & Maintenance				25.53		25.53
62000 Safety & Security				20.00		0.00
63000 Utilities		10.00		41.99		59.99
63200 Internet		18.00				129.46
63300 Telephone		38.46		91.00		38.33
63400 Trash Service				38.33		227.78
Total 63000 Utilities	\$	56.46		171.32		
Total 50000 EXPENDITURES	\$	4,273.23	\$	36,035.32	\$	40,308.55
Payroll Expenses						0.00
Company Contributions						0.00
Health Insurance				673.26		673.26
Retirement				230,00		230.00
Total Company Contributions	\$	0.00	\$	903.26		903.26
Total Payroll Expenses	\$	0.00	\$	903.26	\$	903.26
				236.90		236.90
Reimbursements	\$	4,273.23	\$	37,175.48	\$	41,448.71
Total Expenditures	-\$	1,314.43	-\$	6,365.95	-\$	7,680.38
Net Operating Revenue	-\$	1,314.43		6,365.95	-\$	7,680.38
Net Revenue	*	-,	•	-		

CHILDREN'S LEARNING CENTER Statement of Activity January - June, 2019

	Firs	t Steps	Step	Ahead	TC	TAL
Revenue					_	
40000 INCOME						0.00
41000 Contributions & Grants						0.00
41100 CACFP				5,058,51		5,058.51
41200 Camden County SB40		6,949.80		80,173.64		87,123.44 4,066.00
41400 United Way Grant				4,066.00		12,111.00
41500 Misc. Grant Revenue		4 7 10 00	_	12,111.00 101,409.15	•	108,358.95
Total 41000 Contributions & Grants	\$	6,949.80	\$	101,400.10	•	0.00
42000 Program Services		20,929.80	\$	12,366.38	s	33,296.18
Total 42100 First Steps	-\$	20,929.80		12,366.38		33,296.18
Total 42000 Program Services	Ą	20,020.00	*	•=,•••		0.00
43000 Tultion						0.00
43100 Dining				1,350.00		1,350.00
43120 Lunch				245.00		245.00
43130 Snack	-\$	0.00	\$	1,595.00	\$	1,595.00
Total 43100 Dining	*		·	19,749.73		19,749.73
43500 Tuition				1,494.58		1,494.58
43595 Subsidy Tultion	-\$	0.00	\$	21,244.31	\$	21,244.31
Total 43500 Tuition	\$	0.00		22,839.31		22,839.31
Total 43000 Tultion	*			114.99		114.99
45000 Other Revenue						0.00
45200 Fundralsing Income				10,561.42		10,561.42
45220 Summer Night Glow 5K				6,218.77		6,218.77
45280 Pizza For A Purpose 45281 Pizza For A Purpose - Gun Raffle				1,868.90		1,868.90
Total 45280 Pizza For A Purpose	\$	0.00	\$	8,087.67	Ş	8,087.67
45286 Wine Run & Walk				2,500.00)	2,500.00
45290 Non-Profit Revenue				100.00		100.00
Total 45200 Fundraising Income	\$	0.0	3 \$	21,249.09	\$	21,249.09
45300 Donation Income				371.00)	371.00
45310 Donations				20.00)	29.00
45312 Community Rewards				494.2	1	494.24
45314 Kiwanis Club Of Ozarks				1,000.00)	1,000.00
45315 Bear Market				450.0		450,00
45351 Community Foundation of the Lake				1,290.0		1,290.00
45352 KC Chiefs Ticket Fundraiser				620.0		620.00
Total 45310 Donations	\$	0.0		3,874.2		3,874.24
Total 45300 Donation Income	\$	0.0		4,245.2		4,245.24
Total 45000 Other Revenue	_ \$	0.0		25,609.3		25,609.32
Total 48806 INCOME	_\$	27,879.6	_	162,224.1		190,103.76
Total Revenue			-	162,224.1		190,103.76
Gross Profit	\$	27,879.	60 \$	162,224.1	φοι	100,100.10
Expenditures						0.00
50008 EXPENDITURES						0.00
51000 Payroll Expenditures			00 €	116,456.	91 \$	116,456.91
Total 51100 Employee Salaries	1	, U.	00 \$	15.:		15,25
51200 Background Check			.00 \$	1,825.		1,825.00
Total 51400 Employee Retirement	-		.00 \$	10,250.		10,250.49
Total 51500 Employee Taxes		<u> </u>	.00 \$	5,747.		5,747.86
Total 51600 Health Insurance	;	, 0	.vv #	1,652.		1,652.00
51900 Workermans Comp Insurance				304.		304.70
51950 Employee Garnishments	-	\$ O	.00 \$	136,252		136,252.21
Total 51000 Payroll Expenditures		0 پ	.50 \$	1,420		1,420.25
52000 Advertising/Promotional				20,262		20,262.29
53000 Equipment				-700		-700.00
54000 Fundraising/Grants				3,645		3,645.22
54200 Summer Night Glow 5K					.17	31.17
54600 Frosty Float Fundraiser				1,434		1,434.10
54700 Pizza For A Purpose					0.00	50.00
54900 Shoot Out	-	\$	0.00 \$.49 \$	4,460.49
Total 54000 Fundraising/Grants		•	- · - · · ·	•		

				0.00
55000 Insurance				0.00
55600 Professional Liability			3,369.00	3,369.00
Fotal 55000 Insurance	\$	0.00 \$	3,369.00 \$	3,369.00
56000 Office Expenditures			49.63	49.63
56100 Copy Machine		476.16	1,197.48	1,673.64
56200 Miscellaneous			378.20	378.20
56300 Office Supplies			3,850.70	3,850.70
56400 Postage & Delivery			50.00	50.00
Total 56000 Office Expenditures	\$	476.16 \$	5,526.01 \$	6,002.17
57000 Office/General Administrative Expenditures				0.00
57100 Accounting Fees			15.00	15.00
57150 Online Accounting Software Service			324.95	324.95
Total 57100 Accounting Fees	\$	0.00 \$	339.95 \$	339.95
57160 QuickBooks Payments Fees			581.35	581.35
57200 Bank Charges			17.89	17.89
57400 Child Management Software			210.00	210.00
57680 License/Accreditation/Permit Fees			580.00	580.00
			499.00	499.00
57900 Seminars/Training			2,475.00	2,475.00
57960 Janitorial/Custodial	\$	0.00 \$	4,703.19 \$	4,703.19
Total 57000 Office/General Administrative Expenditures	•	• • • • • • • • • • • • • • • • • • • •	1,319.32	1,319.32
58000 Operating Supplies			623.90	623.90
58100 Classroom Consumables			830.25	830.25
58150 Center Consumables			145.57	145.57
58175 Paper Consumables			5,906.15	5,906.15
58200 Dining			45.89	45.89
58210 Birthday			5,952.04 \$	5,952.04
Total 58200 Dining	\$	0.00 \$	•	81.93
58300 Pet			81.93	147.35
58400 Sanitizing			147.35	9,100.36
Total 58000 Operating Supplies	\$	0.00 \$	9,100.36 \$	
59000 Program Service Fees				0.00
Total 59100 First Steps	\$	23,490.76 \$	0.00 \$	23,490.76
Total 59000 Program Service Fees	\$	23,490.76 \$	0.00 \$	23,490.76
61000 Repair & Maintenance			715.76	715.76
62000 Safety & Security			647.40	647.40
63000 Utilities				0.00
63100 Electric		644.02	1,502.70	2,146.72
63200 Internet		108.00	251.94	359,94
		232.00	546.00	778,00
63300 Telephone			268.31	268.31
63400 Trash Service			174.87	174.87
63500 Water Softener	\$	984.02 \$	2,743.82 \$	3,727.84
Total 63000 Utilities	*		149.58	149,58
65000 Other Expenditures			51.96	51,96
65100 Miscellaneous Expenditures	\$	0.00 \$	201.54 \$	201.54
Total 65000 Other Expenditures	-\$	24,950.94 \$	189,402.32 \$	214,353.26
Total 50000 EXPENDITURES	φ	24,000.01		0.00
Payroll Expenses				0.00
Company Contributions			5,149.03	5,149.03
Health Insurance			575.00	575.00
Retirement	_	202.4	5,724.03 \$	5,724.03
Total Company Contributions	\$	0.00 \$		317.06
Taxes	_		317.06	6,041.09
	\$	0.00 \$	6,041.09 \$	
Total Payroll Expenses			930.56	930.56 0.00
Total Payroll Expenses Reimbursements			0.00	0.00
				00100101
Reimbursements voided check	\$		196,373.97 \$	
Reimbursements voided check Total Expenditures	\$			
Reimbursements voided check Total Expenditures Net Operating Revenue	_			31,221.15
Reimbursements voided check Total Expenditures Net Operating Revenue Other Expenditures	_			221,324.91 31,221.15 126.78
Reimbursements voided check Total Expenditures Net Operating Revenue Other Expenditures Other Miscellaneous Expenditure	_	2,928.66 -\$	34,149.81 -\$	31,221.15
Reimbursements voided check Total Expenditures Net Operating Revenue Other Expenditures	\$	2,928.66 -\$	34,149.81 -\$ 126.78 126.78 \$	31,221.15 126.78

CHILDREN'S LEARNING CENTER Statement of Financial Position

As of June 30, 2019

	Jan - Jun, 2019						
ASSETS							
Current Assets							
Bank Accounts		40.050.00					
11000 CBOLO Checking		12,852.89					
Total Bank Accounts	\$	12,852.89					
Accounts Receivable		740.00					
Accounts Receivable (A/R)		742.03					
Total Accounts Receivable	\$	742.03					
Other Current Assets							
14000 Undeposited Funds		0.00					
Cash Advance		700.00					
Prepaid Expenses		7,971.74					
Repayment							
Cash Advance Repayment		-700.00					
Total Repayment	-\$	700.00					
Total Other Current Assets	\$	7,971.74					
Total Current Assets	\$	21,566.66					
TOTAL ASSETS	\$	21,566.66					
LIABILITIES AND EQUITY							
Liabilities							
Current Liabilities							
Accounts Payable							
Accounts Payable (A/P)		5,449.66					
Total Accounts Payable	\$	5,449.66					
Credit Cards							
21000 CBOLO MasterCard -8027		1,127.20					
21200 Kroger-DS1634 CLC		1,355.92					
Total Credit Cards	\$	2,483.12					
Other Current Liabilities							
22000 Payroll Liabilities		/					
22100 Anthem		2,191.63					
22200 Childcare Tuition		3,141.44					
22300 Federal Taxes (941/944)		-6,402.50					
22400 MO income Tax		-2,758.48					
22500 MO Unemployment Tax		-856.78					
22600 Primevest Financial		448.19					
Aflac		8,830.65					
Aliera		9,354.60					
Ascensus		1,725.00					
Health Care (United HealthCar	e)	776.25					
US Department of Education	•	1,052.50					
Total 22000 Payroll Liabilities	\$	17,502.50					
Direct Deposit Payable		0.00					
Total Other Current Liabilities	\$	17,502.50					
Total Current Liabilities	\$	25,435.28					
Total Liabilities	\$	25,435.28					
	-						
Equity 30000 Opening Balance Equity		13,816.12					
		13,663.19					
Retained Earnings		-31,347.93					
Net Revenue	-\$	3,868.62					
Total Equity TOTAL LIABILITIES AND EQUITY	\$	21,566.66					
TOTAL LIABILITIES AND EQUIT	₹						

CHILDREN'S LEARNING CENTER Statement of Cash Flows

January - June, 2019

					Not			
	First Step	s S	tep Ahead	Sp	ecified	Ţ	OTAL	
OPERATING ACTIVITIES	2,928	66	-34,276.59				-31,347.93	
Net Revenue	2,020	.00					0.00	
Adjustments to reconcile Net Revenue to Net Cash provided by operations:					100.72		100.72	
Accounts Receivable (A/R)					5,449.66		5,449.66	
Accounts Payable (A/P)			-7,920.07		7,691.27		-228.80	
21000 CBOLO MasterCard -8027			-7,390.25		8,082.95		692.70	
21200 Kroger-DS1634 CLC			.,.		37.26		37,26	
22300 Payroll Liabilities: Federal Taxes (941/944)					26.00		26.00	
22400 Payroll Liabilities: MO Income Tax			-830,83		765.01		-65,82	
22500 Payroll Liabilities: MO Unemployment Tax					0.00		0.00	
Direct Deposit Payable					3,523.36		3,523.36	
Payroil Liabilities: Aflac					3,596.59		3,596.59	
Payroll Liabilities: Aliera					1,725.00		1,725.00	
Payroff Liabilities: Ascensus					273.65		273.65	
Payroll Liabilities: US Department of Education	-	0.00 -\$	16,141.15	\$	31,271.47	\$	15,130.32	
Total Adjustments to reconcile Net Revenue to Net Cash provided by operations:		8.66 -		_	31,271.47	-\$	16,217.61	
Net cash provided by operating activities		8.66 -			31,271.47		16,217.61	
Net cash increase for period	φ 2,02		,		29,070.50		29,070.50	
Cash at beginning of period	\$ 2,92	8,66 -	\$ 50,417.74	\$	60,341.97	\$	12,852.89	
Cash at end of period	\$ 2,5£	v	==,	•				

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

	Date	Transacti on Type	Num	Departme nt	Class	Memo/Description	Split	Ar	nount	Balance
Step Ahead										
•	03/01/2019	Pledge	2026	5	Step Ahead	March Tuition	Accounts Receivable (A/R)		60.00	60.00
	04/01/2019	Pledge	2037	:	Steo Ahead	April Snack Fee	Accounts Receivable (A/R)		5.00	65.00
		-			Step Ahead	April Tuition	Accounts Receivable (A/R)		162.27	227.27
	04/01/2019	Pledge	2037			• • • • • • • • • • • • • • • • • • • •	• •		00.00	252,27
	04/01/2019	Pledge	2037	:	Step Ahead	April Tuition	Accounts Receivable (A/R)		25,00	- 252.21
Total for Ston Ahead		-						\$	252.27	

CHILDREN'S LEARNING CENTER

AGENCY UPDATE/PROGRESS REPORT June 2019

o CHILD COUNT/ATTENDANCE

Step Ahead currently has 24 children enrolled 18 of the 24 with special needs/dd (7 one-on-ones)

COMMUNTY EVENTS

Attended:

6/8 – Shootout Family Fun Run
6/14/19 – 12th Annual CLC Night GLOW 5K
Another CLC Night GLOW complete!!!
Our 5k is one of the area's oldest, biggest, and most family-friendly 5k's in the lake area!!!
We had 212 registrants & 158 finishers to cross the finish line! We are excited to announce that CLC raised \$10,174.14!

Current / Upcoming:

8/5-9 - Teacher Work Week

8/6 - CPR/First Aid, open to public, \$60 per person, 8:30-12:30

8/7 - Kids Harbor, Stewards of Children training, 9-11

8/7 - Easter Seals, 12:30-3:30

8/8 - Parent Orientation

8/24 - Shootout Live Auction

10/26 - CLC Lip Sync Battle

12/14 - Christmas 4A Cause at RedHeads

o **GENERAL PROGRAM NEWS**

United Way Grant – new commercial dishwasher (installed) Looking for proposals for interior painting bids

<u>FUNDRAISING/GRANTS</u>

7/16 - Susan is speaking to Rotary, Golden Corral, as they are presenting a small grant

SUPER CAT FEST FOR KIDS LIVE AUCTION



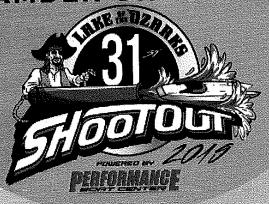




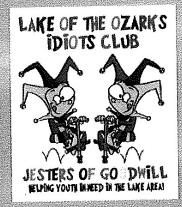
SUPER CAT FEST

ALL PROCEEDS BENEFIT 6 LOCAL KIDS CHARITIES

SATURDAY, AUGUST 24 - 8PM AT CAMDEN ON THE LAKE

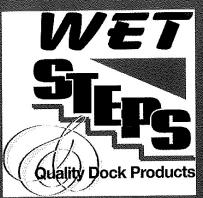


WONDERLAND Camp
ESTABLISHED 1969





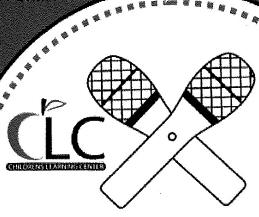
FOR MORE INFO VISIT: WWW.LakeOfTheOzarksShootout.Org



\$20 IN ADVANCE \$25 AT THE DOOR

PURCHASE TICKETS BY FINDING US ON FACEBOOK OR BY CALLING CLC 573.346.0660

ezisənis...



LIPSYNCBATTLE

SATURDAY

10-26-2019

DOORS OPEN - 7PM SHOW STARTS - 7:30PM

APPETIZERS PROVIDED

CASH BAR - PRIZES

ALL PROCEEDS TO BENEFIT - CHILDREN'S LEARNING CENTER ALL FUNDS GO TO CLC TO HELP PROVIDE SERVICES TO YOUNG CHILDREN WITH SPECIAL NEEDS AND DEVELOPMENTAL DELAYS.

HELD AT:



980 AIRPORT ROAD, OSAGE BEACH

LAI Monthly Report







Monthly Financial Reports Lake Area Industries, Inc.

JUNE 30, 2019

Lake Area Industries, Inc. Balance Sheet Comparison

Dalatice Stiect v				
	June 30, 2019	PY		
ASSETS				
Current Assets				
Total Bank Accounts	225,376	189,935		
Total Accounts Receivable	78,629	63,859		
Total Other Current Assets	105,904	7,440		
Total Current Assets	409,909	261,234		
Fixed Assets				
ACCUMULATED DEPRECIATION	(737,843)	(743,949)		
AUTO AND TRUCK	128,809	135,854		
BUILDING	377,261	377,261		
Deposit on Construction	29,115			
FURN & FIX ORIGINAL VALUE	19,284	19,284		
GH RETAIL STORE	16,505	16,505		
GREENHOUSE EQUIPMENT	0	10,341		
GREENHOUSE FACILITY	0	145,872		
LAND	33,324	33,324		
LAND IMPROVEMENT	25,502	25,502		
MACHINERY & EQIPMENT	229,732	228,826		
OFFICE EQUIPMENT	12,838	11,563		
Sewer Equipment	19,354			
SHREDDING EQUIPMENT	45,572	45,572		
Total Fixed Assets	199,451	305,954		
Other Assets	,	•		
CURRENT CAPITAL IMPROVEMENT	38,567	12,570		
SALES TAX BOND	0	1,060		
UTILITY DEPOSITS	554	554		
Total Other Assets	39,121	14,184		
TOTAL ASSETS	648,481	581,372		
LIABILITIES AND EQUITY	710,10			
Liabilities				
<u> </u>				
Current Liabilities	7,482	0.000		
Total Accounts Payable		9,968		
Total Credit Cards	678	235		
Other Current Liabilities	27			
AFLAC DEDUCTIONS PAYABLE	27	27		
Gift Certificate Payable	25	113		
Missouri Department of Revenue Payable	42)		
OAK STAR BANK LOAN-4096	101	42,669		
SALES TAX PAYABLE	0	3,30		
Total Other Current Liabilities	195	46,118		
Total Current Liabilities	8,355	56,318		
Total Liabilities	8,355	56,318		
Equity				
Unrestricted Net Assets	508,965	393,973		
Net Income	131,161	131,08		
Total Equity	640,126	525,054		
TOTAL LIABILITIES AND EQUITY	648,481	581,372		

Lake Area Industries, Inc. Budget vs. Actuals

	Jun 2019			YTD			
	***************************************		over	over			
	Actual	Budget	Budget	Actual	Budget	Budget	
Income							
CONTRACT PACKAGING	32,474	22,508	9,965	157,722	111,850	45,873	
FOAM RECYCLING		400	(400)	6,661	2,400	4,261	
GREENHOUSE SALES	5,366	3,071	2,295	51,851	47,298	4,553	
SECURE DOCUMENT SHREDDING	6,732	3,175	3,557	21,593	19,050	2,543	
Total Income	44,572	29,154	15,418	237,827	180,597	57,230	
Cost of Goods Sold							
CONTRACT LABOR	0		0	0	0	0	
Cost of Goods Sold	2,642	2,591	51	14,473	15,746	(1,273)	
GG PLANTS & SUPPLIES		0	0	29,929	28,545	1,383	
SHIPPING AND DELIVERY	26	0	26	3,817	2,489	1,328	
Textile Purchases	782		782	782	0	782	
WAGES-EMPLOYEES	21,163	25,932	(4,768)	124,495	138,981	(14,486)	
Total Cost of Goods Sold	24,613	28,523	(3,909)	173,497	185,762	(12,265)	
Gross Profit	19,959	631	19,327	64,330	(5,165)	69,494	
Expenses							
ACCTG, & AUDIT FEES	1,350	0	1,350	9,075	9,075	0	
ALL OTHER EXPENSES	555	2,723	(2,168)	6,604	14,605	(8,001)	
Bus Fare	70	240	(170)	220	1,440	(1,220)	
CASH OVER/SHORT	(1)		(1)	(13)	0	(13)	
EQUIP. PURCHASES & MAINTENANCE	2,154	4,181	(2,027)	14,169	25,510	(11,341)	
INSURANCE	1,361	1,402	(41)	8,166	8,411	(244)	
NON MANUFACTURING SUPPLIES	157	0	157	408	36	372	
PAYROLL	15,251	15,776	(526)	86,732	90,675	(3,943)	
PAYROLL EXP & BENEFITS	6,013	6,537	(524)	34,528	39,514	(4,986)	
PROFESSIONAL SERVICES	1,077	1,573	(496)	6,489	8,757	(2,268)	
SALES TAX	(111)		(111)	(113)	O	(113)	
UTILITIES	1,890	2,193	(303)	10,418	12,105	(1,687)	
Total Expenses	29,765	34,625	(4,860)	176,685	210,128	(33,443)	
Net Operating Income	(9,806)	(33,994)	24,188	(112,355)	(215,293)	102,938	
Other Income							
INTEREST INCOME	398	16	382	1,092	78	1,014	
OTHER CONTRIBUTIONS	3,060		3,060	6,135	0	6,135	
SB-40 REVENUE	15,405	18,095	(2,690)	122,100	99,131	22,969	
STATE AID	18,173	20,681	(2,508)	114,188	112,229	1,959	
Total Other Income	37,035	38,792	(1,756)	243,516	211,439	32,077	
Other Expenses							
ALLOCATION NON OPERATING EXPENSES	0	(93)	93	0	1,738	(1,738)	
Total Other Expenses	0	(93)	93	0	1,738	(1,738)	
Net Other Income	37,035	38,884	(1,849)	243,516	209,701	33,815	
Net Income	27,229	4,891	22,339	131,161	(5,592)	136,753	

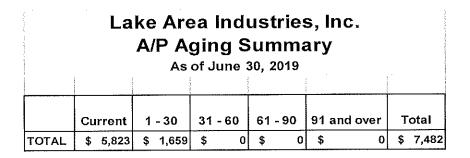
Lake Area Industries, Inc. Profit and Loss

	Jun 2019	YTD
Income		
CONTRACT PACKAGING	32,474	157,722
FOAM RECYCLING		6,661
GREENHOUSE SALES	5,366	51,851
SECURE DOCUMENT SHREDDING	6,732	21,593
Total Income	44,572	237,827
Cost of Goods Sold		
CONTRACT LABOR	0	0
Cost of Goods Sold	2,642	14,473
GG PLANTS & SUPPLIES		29,929
SHIPPING AND DELIVERY	26	3,817
Textile Purchases	782	782
WAGES-EMPLOYEES	21,163	124,495
Total Cost of Goods Sold	24,613	173,497
Gross Profit	19,959	64,330
Expenses		
ACCTG. & AUDIT FEES	1,350	9,075
ALL OTHER EXPENSES	555	6,604
Bus Fare	70	220
CASH OVER/SHORT	(1)	(13)
EQUIP. PURCHASES & MAINTENANCE	2,154	14,169
INSURANCE	1,361	8,166
NON MANUFACTURING SUPPLIES	157	408
PAYROLL	15,251	86,732
PAYROLL EXP & BENEFITS	6,013	34,528
PROFESSIONAL SERVICES	1,077	6,489
SALES TAX	(111)	(113)
UTILITIES	1,890	10,418
Total Expenses	29,765	176,685
Net Operating Income	(9,806)	(112,355)
Other Income		
INTEREST INCOME	398	1,092
OTHER CONTRIBUTIONS	3,060	6,135
SB-40 REVENUE	15,405	122,100
STATE AID	18,173	114,188
Total Other Income	37,035	243,516
Other Expenses		
ALLOCATION NON OPERATING EXPENSES	0	0
Total Other Expenses	0	0
Net Other Income	37,035	243,516
Net Income	27,229	131,161

Lake Area Industries, Inc. Statement of Cash Flows

June 2019

	Total
OPERATING ACTIVITIES	
Net Income	27,229
Adjustments to reconcile Net Income to Net Cash provided by operations:	
ACCOUNTS RECEIVABLE	(4,886)
Certificate of Deposit 3/27/20	(158)
Certificate of Deposit 12/27/19	(25,000)
Certificate of Deposit 6/27/20	(25,000)
Certificate of Deposit 9/27/19	(110)
INVENTORY:RAW MATERIAL INVENTORY	1,766
Accounts Payable	(2,967)
CBOLO CC - 5203 Lillie	(388)
CBOLO CC - 5229 Kevin	497
CBOLO CC - 5237 Natalie	(74)
AFLAC DEDUCTIONS PAYABLE	C
Gift Certificate Payable	113
OAK STAR BANK LOAN-4096	101
SALES TAX PAYABLE	(3,316)
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(59,422)
Net cash provided by operating activities	(32,193)
Net cash increase for period	(32,193)
Cash at beginning of period	257,569
Cash at end of period	225,376



Lake Area Industries, Inc. A/R Aging Summary As of June 30, 2019						
	Current	1 - 30	_31 <i>-</i> 60	61 - 90	91 and over	Total
TOTAL	\$ 59,520	\$ 10,663	\$ 686	\$ 486	\$ 7,274	\$ 78,629

Lake Area Industries, Inc. Statement of Cash Flows

January - June, 2019

	Total
OPERATING ACTIVITIES	
Net Income	131,161
Adjustments to reconcile Net Income to Net Cash provided by operations:	
ACCOUNTS RECEIVABLE	(3,461)
Certificate of Deposit 3/27/20	(25,158)
Certificate of Deposit 12/27/19	(25,000)
Certificate of Deposit 6/27/20	(25,000)
Certificate of Deposit 9/27/19	(25,110)
GIFTED GARDEN CASH:DRAWER CASH - GG	(300)
GIFTED GARDEN CASH:SAFE CASH - GG	(200)
INVENTORY:GG PLANT & SUPPLIES INVEN	0
INVENTORY:RAW MATERIAL INVENTORY	3,915
PETTY CASH	0
Accounts Payable	4,483
CBOLO CC - 5203 Lillie	(181)
CBOLO CC - 5229 Kevin	671
CBOLO CC - 5237 Natalie	187
ACCRUED WAGES	(5,654)
AFLAC DEDUCTIONS PAYABLE	0
Gift Certificate Payable	(88)
Missouri Department of Revenue Payable	34
OAK STAR BANK LOAN-4096	(16,339)
SALES TAX PAYABLE	(72)
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(117,274)
Net cash provided by operating activities	13,887
INVESTING ACTIVITIES	
CURRENT CAPITAL IMPROVEMENT	(38,567)
SALES TAX BOND	1,060
Net cash provided by investing activities	(37,507)
Net cash increase for period	(23,620)
Cash at beginning of period	248,996
Cash at end of period	225,376

Support Coordination Report



June 2019

Client Caseloads

- Number of Caseloads as of June 30th, 2019: 358
- Budgeted Number of Caseloads: 350
- Pending Number of New Intakes: 10
- Medicaid Eligibility: 84.64%

Caseload Counts

Shellie Andrews - 32

Cynthia Brown - 31

Lori Cornwell – 31

Stephanie Enoch – 34

Linda Gifford - 34

Ryan Johnson - 35

Jennifer Lyons - 35

Lisa Patrick – 30

Mary Petersen – 32

Jami Weisenborn - 32

Nicole Whittle - 32

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	54	0	2	100.00 %
Total	54	0	2	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	51	1	3	98.08 %
Total	51	1	3	98.08 %
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	9	0	0	100.00 %
Total	9	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	9	0	0	100.00 %
Total	9	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	69	41	0	62.73 %
Total	69	41	0	62.73 %
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	113	7	0	94.17 %
Total	113	7	0	94.17 %
Goal				95 %

Consumer Forms (TCM: % of individuals that stated "My Support Coordinator is available throughout the year when

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	56	0	0	100.00 %
Total	56	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	54	0	2	100.00 %
Total	54	0	2	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	55	1	0	98.21 %
Total	55	1	0	98.21 %
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	55	0	1	100.00 %
Total	55	0	1	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 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 **CCDDR** 3 0 0 100.00 % Total 3 0 0 100.00 % 100 % Goal

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** 0 0 100.00 % 5 5 0 0 Total 100.00 % 100 % Goal

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
 5
 0
 0
 100.00 %

 Total
 5
 0
 0
 100.00 %

 Goal
 100 %
 0
 0
 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** 6 6 0 50.00 % 50.00 % Total 6 6 O 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** 0 0 100.00 % 20 Total 20 0 0 100.00 % Goal 95 %

Consumer Forms (TCM: % of individuals that stated "My Support Coordinator is available throughout the year when

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** 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 **CCDDR** 3 0 0 100.00 % Total 3 0 0 100.00 % 90 % Goal

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	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
CCDDR	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

 CCDDR
 0
 0
 0

 Total
 0
 0
 0

 Goal
 100 %

Employment Report

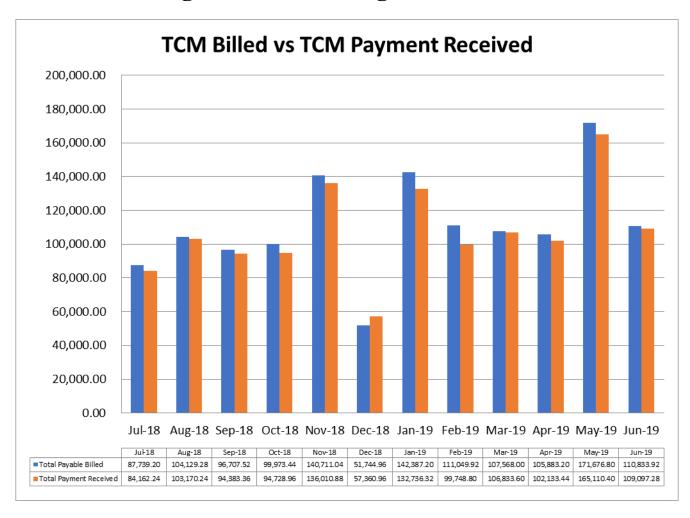
sc name	Competitive Employment	Currently Seeking Employment	DD Employment Support Services	Sheltered Employment	VR Employment Support Services	Retired	Not interested at this time	NA for Med/Beh reasons	Day Services	Volunteers
Agency Adults	34	9	6	57	20	11		49	14	5
Andrews	4	2	3	3	3	2	1	3	1	0
Brown	3	1	0	3	3	0		4	1	0
Lyon	2	1	1	8	2	1		5	3	1
Cornwell	5	0	0	6	2	0		6	3	0
Gifford	7	1	0	1	0	1		2	0	0
Patrick	5	0	1	5	1	1		6	0	0
Peterson	0	0	0	8	0	0		3	3	0
Johnson	2	2	0	7	6	2		4	1	3
Weisenborn	1	1	1	3	0	3		1	0	0
Meyer	3	0	0	11	0	1		12	1	1
Whittle	2	1	0	2	3	0		3	1	0
VVIIICIC			0		3	-		3		-
	24%	7% 2% 10%	17%	4%		Cui DD She VR Rei No	rrently Se Employn eltered Er Employm tired t interest	Employment eking Employr nent Support S nployment nent Support S ed at this time (Beh reasons	ervices	

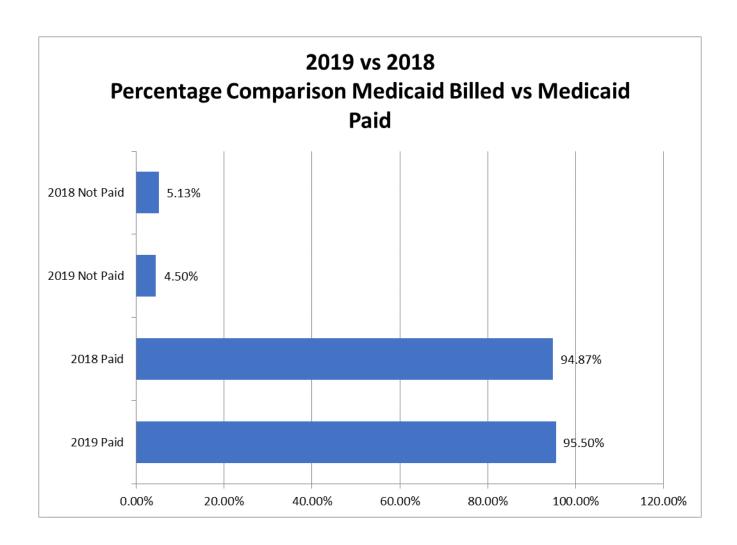
Agency Economic Report (Unaudited)



June 2019

Targeted Case Management Income





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

June 2019

	SB 40 Tax			Services		
	Actual	Budget	Variance	Actual	Budget	Variance
Income						
4000 SB 40 Tax Income	7,437	7,618	(181)			0
4500 Services Income			0	118,127	101,647	16,480
Total Income	7,437	7,618	(181)	118,127	101,647	16,480
Gross Profit	7,437	7,618	(181)	118,127	101,647	16,480
Expenses						
5000 Payroll & Benefits			0	89,933	92,851	(2,918)
5100 Repairs & Maintenance			0	11	994	(983)
5500 Contracted Business Services			0	7,270	5,616	1,654
5600 Presentations/Public Meetings			0	33	474	(441)
5700 Office Expenses			0	859	2,591	(1,732)
5800 Other General & Administrative			0	(61)	2,048	(2,109)
5900 Utilities			0	488	1,065	(577)
6100 Insurance			0	1,399	1,460	(61)
6700 Partnership for Hope	4,325	3,750	575			0
6900 Direct Services	8,554	64,127	(55,573)			0
7100 Housing Programs	7,719	10,210	(2,491)			0
7200 CLC	16,010	15,050	960			0
7300 Sheltered Employment Programs	21,537	22,000	(463)			0
7600 Community Resources	4,540	1,302	3,238		0	0
7900 Special/Additional Needs	7,005	7,789	(784)			0
Total Expenses	69,690	124,228	(54,538)	99,932	107,099	(7,167)
Net Operating Income	(62,253)	(116,610)	54,357	18,195	(5,452)	23,647
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	(62,253)	(116,610)	54,357	15,545	(8,252)	23,797

Budget Variance Report

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

<u>Total Expenses:</u> During June of 2019, overall SB 40 Tax program expenses were lower than budgeted expectations; however, the TCM allocation billing was not received during June. Restricted fund offsets for Community Resources were not needed due to YTD surpluses, CLC continues to serve youth at a higher rate than anticipated, and Partnership for Hope match expenses were slightly higher than projected. Services Program expenses were lower than budgeted expectations in almost all categories. In the Contracted Business Services, invoices for landscape maintenance (mowing) and CPA expenses were realized in June although they were utilized in prior months.

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

January - June, 2019

		SB 40 Ta	X	Services		S
	Actual	Budget	Variance	Actual	Budget	Variance
Income						
4000 SB 40 Tax Income	946,858	920,746	26,112			0
4500 Services Income			0	805,228	711,029	94,199
Total Income	946,858	920,746	26,112	805,228	711,029	94,199
Gross Profit	946,858	920,746	26,112	805,228	711,029	94,199
Expenses						
5000 Payroll & Benefits			0	572,215	586,181	(13,966)
5100 Repairs & Maintenance			0	4,199	5,961	(1,762)
5500 Contracted Business Services			0	31,342	37,012	(5,670)
5600 Presentations/Public Meetings			0	2,570	2,840	(270)
5700 Office Expenses			0	14,098	15,538	(1,440)
5800 Other General & Administrative			0	9,042	18,321	(9,279)
5900 Utilities			0	4,240	6,388	(2,148)
6100 Insurance			0	8,394	8,760	(366)
6700 Partnership for Hope	14,582	16,250	(1,668)			0
6900 Direct Services	83,560	125,320	(41,760)			0
7100 Housing Programs	55,013	61,265	(6,252)			0
7200 CLC	87,123	90,300	(3,177)			0
7300 Sheltered Employment Programs	117,271	132,000	(14,729)			0
7600 Community Resources	12,169	7,812	4,357		0	0
7900 Special/Additional Needs	40,445	46,717	(6,272)			0
Total Expenses	410,164	479,664	(69,500)	646,100	681,001	(34,901)
Net Operating Income	536,695	441,082	95,613	159,128	30,028	129,100
Other Expenses						
8500 Depreciation			0	15,898	16,800	(902)
Total Other Expenses	0	0	0	15,898	16,800	(902)
Net Other Income	0	0	0	(15,898)	(16,800)	902
Net Income	536,695	441,082	95,613	143,230	13,228	130,002

Budget Variance Report

<u>Total Income</u>: As of June 2019, YTD SB 40 Tax Revenues were higher than projected, and Services Program income was higher than projected. CCDDR recently filled one Support Coordinator vacancy and added a new Support Coordination due to caseload growth. Improved efficiencies in CCDDR TCM systems have also increased billable units.

<u>Total Expenses:</u> As of June 2019, YTD overall SB 40 Tax program expenses were lower than budgeted expectations. The TCM allocation billing was not received during June (although budgeted), and restricted fund offsets for Community Resources were not needed due to YTD surpluses. Services Program expenses were lower than budgeted expectations in all categories.

Balance Sheet

As of June 30, 2019

7.0 0. 0 0 20.0	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	950,486	0
1030 SB 40 Tax Reserve - Bank of Sullivan	0	
Total 1005 SB 40 Tax Bank Accounts	950,715	0
1050 Services Bank Accounts		
1055 Services Account - Oak Star Bank (Formerly 1st Nat'l Bank)	0	0
1060 Services Certificate of Deposit		0
1075 Services Account - Bank of Sullivan		296,584
Total 1050 Services Bank Accounts	0	296,584
Total 1000 Bank Accounts	950,715	296,584
Total Bank Accounts	950,715	296,584
Accounts Receivable		
1200 Services		
1210 Medicaid Direct Service		109,097
1215 Non-Medicaid Direct Service		39,018
Total 1200 Services	0	148,116
1300 Property Taxes	(1,655)	
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	148,116
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
1/F0 Propoid Expanses		0
1450 Prepaid Expenses		
1455 Prepaid Expenses 1455 Prepaid-Insurance	0	16,614
	0	16,614 16,614
1455 Prepaid-Insurance		
1455 Prepaid-Insurance Total 1450 Prepaid Expenses	0	16,614

1500 Fixed Assets		Ī
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		(151,254)
1526 Accumulated Depreciation - Keystone		(21,523)
1530 100 Third Street Remodeling		131,326
1531 Keystone Remodeling		94,987
1535 Acc Dep - Remodeling - 100 Third Street		(54,967)
1536 Acc Dep - Remodeling - Keystone		(7,103)
1540 Equipment		53,013
1545 Accumulated Depreciation - Equipment		(36,612)
1550 Vehicles		6,740
1555 Accumulated Depreciation - Vehicles		(6,740)
Total 1500 Fixed Assets	0	663,855
Total Fixed Assets	0	663,855
TOTAL ASSETS	1,986,932	1,167,528
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	0	4.470
1900 Accounts Payable	0	1,173
Total Accounts Payable Other Current Liabilities	0	1,173
2000 Current Liabilities		
2005 Accrued Accounts Payable	0	0
2006 DMH Payable	0	J
2007 Non-Medicaid Payable	39,018	
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	1,911
2062 Social Security Tax Payable	0	1,844
2063 Medicare Tax Payable	0	431
2064 MO State W / H Tax Payable	0	1,877
Total 2060 Payroll Tax Payable	0	6,063
2070 Payroll Clearing		
2071 AFLAC Pre-tax W / H	0	1,178
2072 AFLAC Post-tax W / H	0	162
2072 AFLAC Post-tax W / H 2073 Vision Insuance W / H	0	162 (59)
	-	

2076 Savings W / H		0
2076 Savings W / H		0
2079 Other W / H		0
Total 2070 Payroll Clearing	0	1,203
2090 Deferred Inflows		1,595
Total 2000 Current Liabilities	962,957	8,862
Total Other Current Liabilities	962,957	8,862
Total Current Liabilities	962,957	10,035
Total Liabilities	962,957	10,035
Equity	,,,,,,,	10,000
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	62,799	
3045 Traditional Medicaid Match	0	
3050 Partnership for Hope Match	(1,338)	
3055 Building/Remodeling/Expansion	0	
3065 Legal	0	
3070 TCM	30,071	
3075 Community Resource	0	
Total 3000 Restricted SB 40 Tax Fund Balances	373,798	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		663,855
Total 3500 Restricted Services Fund Balances	0	939,105
3900 Unrestricted Fund Balances	1,204	2
3950 Prior Period Adjustment	0	0
3999 Clearing Account	126,576	60,859
Net Income	536,695	143,230
Total Equity	1,038,273	1,143,195
TOTAL LIABILITIES AND EQUITY	2,001,230	1,153,230

Statement of Cash Flows

June 2019

June 2019	SB 40	
	Tax	Services
OPERATING ACTIVITIES		
Net Income	(62,253)	15,545
Adjustments to reconcile Net Income to Net Cash provided by operations:		
1210 Services:Medicaid Direct Service		4,493
1215 Services:Non-Medicaid Direct Service		(8,554)
1455 Prepaid Expenses:Prepaid-Insurance		2,221
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	(1,954)	(551)
2007 Current Liabilities:Non-Medicaid Payable	8,554	
2061 Current Liabilities:Payroll Tax Payable:Federal W / H Tax Payable		1,911
2062 Current Liabilities:Payroll Tax Payable:Social Security Tax Payable		1,844
2063 Current Liabilities:Payroll Tax Payable:Medicare Tax Payable		431
2064 Current Liabilities:Payroll Tax Payable:MO State W / H Tax Payable		1,914
2071 Current Liabilities:Payroll Clearing:AFLAC Pre-tax W / H		(61)
2072 Current Liabilities:Payroll Clearing:AFLAC Post-tax W / H		(12)
2073 Current Liabilities:Payroll Clearing:Vision Insuance W / H		23
2075 Current Liabilities:Payroll Clearing:Dental Insurance W / H		(72)
2076 Current Liabilities:Payroll Clearing:Savings W / H		0
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	6,600	6,237
Net cash provided by operating activities	(55,653)	21,782
FINANCING ACTIVITIES		
3599 Restricted Services Fund Balances:Other		(2,650)
3999 Clearing Account		2,650
Net cash provided by financing activities	0	0
Net cash increase for period	(55,653)	21,782
Cash at beginning of period	1,006,368	274,801
Cash at end of period	950,715	296,584

Statement of Cash Flows

January - June, 2019

January - June, 2019	65.15	, ,
	SB 40 Tax	Services
OPERATING ACTIVITIES	Ida	JCI 11063
Net Income	536,695	143,230
Adjustments to reconcile Net Income to Net Cash provided by operations:	550,095	143,230
		(E4.706)
1210 Services: Medicaid Direct Service		(51,736)
1215 Services:Non-Medicaid Direct Service		(16,347)
1455 Prepaid Expenses:Prepaid-Insurance		2,942
1525 Fixed Assets: Accumulated Depreciation - 100 Third Street		5,389
1526 Fixed Assets: Accumulated Depreciation - Keystone		2,044
1535 Fixed Assets: Acc Dep - Remodeling - 100 Third Street		3,298
1536 Fixed Assets: Acc Dep - Remodeling - Keystone		2,315
1545 Fixed Assets: Accumulated Depreciation - Equipment		2,853
1900 Accounts Payable	(12,033)	(12,527)
2007 Current Liabilities:Non-Medicaid Payable	16,347	
2050 Current Liabilities:Prepaid Tax Revenue	(126,447)	
2061 Current Liabilities:Payroll Tax Payable:Federal W / H Tax Payable		1,911
2062 Current Liabilities:Payroll Tax Payable:Social Security Tax Payable		1,844
2063 Current Liabilities:Payroll Tax Payable:Medicare Tax Payable		431
2064 Current Liabilities:Payroll Tax Payable:MO State W / H Tax Payable		(167)
2071 Current Liabilities:Payroll Clearing:AFLAC Pre-tax W / H		(48)
2072 Current Liabilities:Payroll Clearing:AFLAC Post-tax W / H		0
2073 Current Liabilities:Payroll Clearing:Vision Insuance W / H		44
2075 Current Liabilities:Payroll Clearing:Dental Insurance W / H		(25)
2076 Current Liabilities:Payroll Clearing:Savings W / H		0
2078 Current Liabilities:Payroll Clearing:Misc W / H		171
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(122,133)	(57,610)
Net cash provided by operating activities	414,562	85,619
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	13,202	
3050 Restricted SB 40 Tax Fund Balances:Partnership for Hope Match	(5,939)	
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		(9,172)
3900 Unrestricted Fund Balances	(152,167)	33,426
	(.52,.57)	. 55, 125

3999 Clearing Account	34,775	(77,346)
Net cash provided by financing activities	(42,625)	0
Net cash increase for period	371,937	78,894
Cash at beginning of period	578,777	217,690
Cash at end of period	950,715	296,584

Check Detail

June 2019

1025 SB 40 Tax - Bank of Sullivan

Date	Transaction Type	Num	Name	Amount
06/14/2019	Bill Payment (Check)	5366	Childrens Learning Center	(16,010.34)
06/14/2019	Bill Payment (Check)	5367	Lake Area Industries	(16,191.56)
06/14/2019	Bill Payment (Check)	5368	Missouri Ozarks Community Action, Inc.	(250.00)
06/14/2019	Bill Payment (Check)	5369	MO HealthNet	(42.00)
06/14/2019	Bill Payment (Check)	5370	OATS, Inc.	(9,885.23)
06/14/2019	Bill Payment (Check)	5371	MO HealthNet	(42.00)
06/14/2019	Bill Payment (Check)	5372	Robert R. Shemwell, DPM	(550.00)
06/14/2019	Bill Payment (Check)	5373	MO HealthNet	(42.00)
06/14/2019	Bill Payment (Check)	5374	MO HealthNet	(172.00)
06/14/2019	Bill Payment (Check)	5375	MO HealthNet	(248.00)
06/14/2019	Bill Payment (Check)	5376	MO HealthNet	(334.00)
06/14/2019	Bill Payment (Check)	5377	MO HealthNet	(374.00)
06/14/2019	Bill Payment (Check)	5378	MO HealthNet	(571.00)
06/14/2019	Bill Payment (Check)	5379	MO HealthNet	(596.00)
06/19/2019	Bill Payment (Check)	5384	Camdenton Apartments dba Lauren's Place	(264.00)
06/19/2019	Bill Payment (Check)	5385	David A Schlenfort	(338.00)
06/19/2019	Bill Payment (Check)	5386	James D Cramer	(316.00)
06/19/2019	Bill Payment (Check)	5387	Kyle LaBrue	(752.00)
06/19/2019	Bill Payment (Check)	5388	Maryann VanCleave	(840.00)
06/19/2019	Bill Payment (Check)	5389	Steve Weisenfelder	(678.00)
06/19/2019	Bill Payment (Check)	5390	MO HealthNet	(104.00)
06/19/2019	Bill Payment (Check)	5380	Revelation Construction & Development, LLC	(483.00)
06/19/2019	Bill Payment (Check)	5381	Camdenton Apartments dba Lauren's Place	(270.00)
06/19/2019	Bill Payment (Check)	5382	David A Schlenfort	(675.00)
06/19/2019	Bill Payment (Check)	5383	MO HealthNet	(182.00)
06/19/2019	Bill Payment (Check)	5391	Revelation Construction & Development, LLC	(861.00)
06/19/2019	Bill Payment (Check)	5392	MO HealthNet	(239.00)
06/19/2019	Bill Payment (Check)	5393	MO HealthNet	(268.00)
06/19/2019	Bill Payment (Check)	5394	Revelation Construction & Development, LLC	(105.00)
06/19/2019	Bill Payment (Check)	5395	Revelation Construction & Development, LLC	(325.00)
06/19/2019	Bill Payment (Check)	5396	Revelation Construction & Development, LLC	(483.00)
06/19/2019	Bill Payment (Check)	5397	Revelation Construction & Development, LLC	(737.00)

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06/19/2019	Bill Payment (Check)	5398	Revelation Construction & Development, LLC	(825.00)
06/19/2019	Bill Payment (Check)	5399	Revelation Construction & Development, LLC	(861.00)
06/20/2019	Bill Payment (Check)	5400	Camdenton Apartments dba Lauren's Place	(249.00)
06/20/2019	Bill Payment (Check)	5401	MO HealthNet	(16.00)
06/20/2019	Bill Payment (Check)	5402	DMH Local Tax Matching Fund	(4,324.93)
06/20/2019	Bill Payment (Check)	5403	Camdenton Apartments dba Lauren's Place	(261.00)
06/20/2019	Bill Payment (Check)	5404	MO HealthNet	(665.00)
06/20/2019	Bill Payment (Check)	5405	Camdenton Apartments dba Lauren's Place	(100.00)
06/20/2019	Bill Payment (Check)	5406	MO HealthNet	(665.00)
06/20/2019	Bill Payment (Check)	5407	MO HealthNet	(932.00)
06/21/2019	Bill Payment (Check)	5408	MO HealthNet	(199.00)
06/21/2019	Bill Payment (Check)	5409	MO HealthNet	(61.00)
06/21/2019	Bill Payment (Check)	5410	MO HealthNet	(299.00)
06/21/2019	Bill Payment (Check)	5411	MO HealthNet	(404.00)

1075 Services Account - Bank of Sullivan

1075 Services Account - Bank of Sullivan						
Date	Transaction Type	Num	Name	Amount		
06/06/2019	Bill Payment (Check)	1415	Connie L Baker	(75.24)		
06/06/2019	Bill Payment (Check)	1416	Cynthia Brown	(58.23)		
06/06/2019	Bill Payment (Check)	1417	Jami Weisenborn	(94.81)		
06/06/2019	Bill Payment (Check)	1418	Jennifer Lyon	(62.21)		
06/06/2019	Bill Payment (Check)	1419	Lori Cornwell	(111.29)		
06/06/2019	Bill Payment (Check)	1420	Marcie L. Vansyoc	(118.50)		
06/06/2019	Bill Payment (Check)	1421	Mary P Petersen	(158.15)		
06/06/2019	Bill Payment (Check)	1422	Myrna Blaine	(129.31)		
06/06/2019	Bill Payment (Check)	1423	Shellie L Andrews	(186.99)		
06/06/2019	Bill Payment (Check)	1424	Sylvia M Santon	(55.15)		
06/06/2019	Bill Payment (Check)	1425	Aflac	(946.75)		
06/06/2019	Bill Payment (Check)	1426	All Seasons Services	(555.00)		
06/06/2019	Bill Payment (Check)	1427	Ameren Missouri	(239.54)		
06/06/2019	Bill Payment (Check)	1428	AT&T	(83.55)		
06/06/2019	Bill Payment (Check)	1429	Direct Service Works	(795.00)		
06/06/2019	Bill Payment (Check)	1430	MSW Interactive Designs LLC	0.00		
06/06/2019	Bill Payment (Check)	1431	Walters, Staedtler & Allen L.L.C.	0.00		
06/06/2019	Bill Payment (Check)	1432	Camden County PWSD #2	0.00		
06/06/2019	Bill Payment (Check)	1433	LaClede Electric Cooperative	0.00		
06/07/2019	Bill Payment (Check)	1434	Sylvia M Santon	(56.70)		
06/07/2019	Bill Payment (Check)	1435	MSW Interactive Designs LLC	(30.00)		
06/07/2019	Bill Payment (Check)	1436	Walters, Staedtler & Allen L.L.C.	(890.00)		
06/07/2019	Bill Payment (Check)	1437	Camden County PWSD #2	(63.41)		
06/07/2019	Bill Payment (Check)	1438	LaClede Electric Cooperative	(339.58)		
06/07/2019	Bill Payment (Check)	1439	Jessica N. North	(110.00)		
06/07/2019	Bill Payment (Check)	1440	Tech Electronics	(130.00)		
06/14/2019	Expense	152828	Shellie L Andrews	(1,047.53)		
06/14/2019	Expense	152829	Connie L Baker	(1,090.67)		
06/14/2019	Expense	152830	Rachel K Baskerville	(1,192.51)		

06/14/2019	Expense	152831	Myrna Blaine	(1,655.86)
06/14/2019	Expense	152832	Jeanna K Booth	(1,220.69)
06/14/2019	Expense	152833	Cynthia Brown	(1,156.52)
06/14/2019	Expense	152834	Lori Cornwell	(1,161.29)
06/14/2019	Expense	152835	Stephanie E Enoch	(1,144.95)
06/14/2019	Expense	152836	Linda Gifford	(945.84)
06/14/2019	Expense	152837	Ryan Johnson	(1,227.03)
06/14/2019	Expense	152838	Jennifer Lyon	(1,131.80)
06/14/2019	Expense	152839	Annie Meyer	(1,205.65)
06/14/2019	Expense	152840	Lisa D Patrick	(1,126.33)
06/14/2019	Expense	152841	Mary P Petersen	(1,085.99)
06/14/2019	Expense	152842	Sylvia M Santon	(792.09)
06/14/2019	Expense	152843	Eddie L Thomas	(2,531.73)
06/14/2019	Expense	152844	Marcie L. Vansyoc	(1,555.58)
06/14/2019	Expense	152845	Jami Weisenborn	(1,193.71)
06/14/2019	Expense	152846	Nicole M Whittle	(1,253.18)
06/14/2019	Expense	06/14/2019	Internal Revenue Service	(6,689.48)
06/14/2019	Expense	06/14/2019	Edward Jones	(100.00)
06/14/2019	Bill Payment (Check)	1441	Stephanie E Enoch	(183.28)
06/14/2019	Bill Payment (Check)	1442	Jeanna K Booth	(74.72)
06/14/2019	Bill Payment (Check)	1443	Nicole M Whittle	(65.45)
06/14/2019	Bill Payment (Check)	1444	Ryan Johnson	(102.02)
06/14/2019	Bill Payment (Check)	1445	Ezard's, Inc.	(57.33)
06/14/2019	Bill Payment (Check)	1446	Office Business Equipment	(70.88)
06/14/2019	Bill Payment (Check)	1447	Tech Electronics	(260.00)
06/14/2019	Bill Payment (Check)	1448	City Of Camdenton	(80.07)
06/14/2019	Bill Payment (Check)	1449	Linda Simms	(1,400.25)
06/14/2019	Bill Payment (Check)	1450	Jessica N. North	(110.00)
06/14/2019	Bill Payment (Check)	1451	Lorraine Schleigh	(70.00)
06/21/2019	Bill Payment (Check)	1452	Ezard's, Inc.	(1,300.00)
06/21/2019	Bill Payment (Check)	1453	AT&T TeleConference Services	(13.64)
06/21/2019	Bill Payment (Check)	1454	Cynthia Brown	(82.45)
06/21/2019	Bill Payment (Check)	1455	SUMNERONE	(1,000.00)
06/21/2019	Bill Payment (Check)	1456	Delta Dental of Missouri	(517.05)
06/21/2019	Bill Payment (Check)	1457	Jessica N. North	(55.00)
06/21/2019	Bill Payment (Check)	1458	Mo Consolidated Health Care	(16,030.92)
06/21/2019	Bill Payment (Check)	1459	Mo Department Of Revenue	(57.60)
06/21/2019	Bill Payment (Check)	1460	Bankcard Center	(560.17)
06/21/2019	Bill Payment (Check)	1461	Childrens Learning Center	(114.99)
06/27/2019	Bill Payment (Check)	1462	Lisa D Patrick	(192.76)
06/27/2019	Bill Payment (Check)	1463	Refills Ink	(99.98)
06/27/2019	Bill Payment (Check)	1464	Walker Tek Solutions, LLC	(450.00)
06/27/2019	Bill Payment (Check)	1465	All Seasons Services	(465.00)
06/27/2019	Bill Payment (Check)	1466	AT&T	(106.54)
06/27/2019	Bill Payment (Check)	1467	FP Mailing Solutions	(136.86)
06/27/2019	Bill Payment (Check)	1468	Principal Life Ins	(291.20)

06/27/2019	Bill Payment (Check)	1469	Summit Natural Gas of Missouri, Inc.	(24.45)
06/27/2019	Bill Payment (Check)	1470	WCA Waste Corporation	(22.00)
06/27/2019	Bill Payment (Check)	1471	Jeanna K Booth	(62.88)
06/27/2019	Bill Payment (Check)	1472	Jessica N. North	(55.00)
06/27/2019	Bill Payment (Check)	1473	MSW Interactive Designs LLC	(30.00)
06/27/2019	Bill Payment (Check)	1474	Linda Simms	(201.93)
06/27/2019	Bill Payment (Check)	1475	Linda Simms	(1,400.25)
06/28/2019	Expense	152848	Shellie L Andrews	(939.07)
06/28/2019	Expense	152849	Connie L Baker	(1,097.02)
06/28/2019	Expense	152850	Rachel K Baskerville	(1,192.50)
06/28/2019	Expense	152851	Myrna Blaine	(1,655.89)
06/28/2019	Expense	152852	Jeanna K Booth	(1,074.59)
06/28/2019	Expense	152853	Cynthia Brown	(1,020.96)
06/28/2019	Expense	152854	Lori Cornwell	(1,171.84)
06/28/2019	Expense	152855	Stephanie E Enoch	(1,145.40)
06/28/2019	Expense	152856	Linda Gifford	(772.97)
06/28/2019	Expense	152857	Ryan Johnson	(1,215.17)
06/28/2019	Expense	152858	Jennifer Lyon	(1,131.80)
06/28/2019	Expense	152859	Annie Meyer	(1,051.80)
06/28/2019	Expense	152860	Lisa D Patrick	(1,146.66)
06/28/2019	Expense	152861	Mary P Petersen	(1,085.99)
06/28/2019	Expense	152862	Sylvia M Santon	(816.26)
06/28/2019	Expense	152863	Eddie L Thomas	(2,531.73)
06/28/2019	Expense	152864	Marcie L. Vansyoc	(1,555.58)
06/28/2019	Expense	152865	Jami Weisenborn	(1,193.71)
06/28/2019	Expense	152866	Nicole M Whittle	(1,253.18)
06/28/2019	Expense	06/28/2019	Edward Jones	(100.00)
06/28/2019	Bill Payment (Check)	1476	Annie Meyer	(176.18)
06/28/2019	Bill Payment (Check)	1477	Connie L Baker	(75.24)
06/28/2019	Bill Payment (Check)	1478	Eddie L Thomas	(381.12)
06/28/2019	Bill Payment (Check)	1479	Lori Cornwell	(145.79)
06/28/2019	Bill Payment (Check)	1480	Marcie L. Vansyoc	(76.63)
06/28/2019	Bill Payment (Check)	1481	Rachel K Baskerville	(122.51)
06/28/2019	Bill Payment (Check)	1482	Sylvia M Santon	(50.00)
06/28/2019	Expense	06/28/2019	Lagers	(6,866.84)

May 2019 Credit Card Statement

CENTRAL BANK

BL ACCT 00000256-10000000 CAMDEN CO DD RES Account Number: #### #### 5386



Page 1 of 4

SCOR=CARD

Bonus Points Available 22,062

Account Summary				Acco	unt Inquiries	
Billing Cycle Days In Billing Cycle		06/04/2019 30	5		Call us at: (800) 445-9272 Lost or Stolen Card: (866)	839-3485
Previous Balance		\$1,832.72	Marie	~		
Purchases	+	\$796.57		(0)	Go to www.bankcardcenter	net
Cash	+	\$0.00		\cup		15
Balance Transfers	+	\$0.00		\searrow	Write us at PO BOX 779, JEFFE	RSON CTY, MO
Special	+	\$0.00			65102-0779	
Credits	-	\$236.40-				
Payments	-	\$1,832.72-		Payn	nent Summary	*
Other Charges	+	\$0.00		NEM	BALANCE	\$560.17
Finance Charges	+	\$0.00				\$17.00
NEW BALANCE		\$560.17		MINI	MUM PAYMENT	
Credit Summary		8		PAY	MENT DUE DATE	07/02/2019
Total Credit Line		\$10,000.00				A. Transport
Available Credit Line		\$9,439.83		NOTE: Grace period to avoid a finance charge entire new balance by payment due date. Fir cash advances until paid and will be billed on		e on purchases, pay
Available Cash		\$6,000.00				vour next statement.
Amount Over Credit Line		\$0.00		Casii a	uvances until palu and will be blied on	your nom statement
Amount Past Due		\$0.00				
Disputed Amount		\$0.00				
Corporate Activity					A A A TIME TO A A TIME TO	¢4 922 72
					CORPORATE ACTIVITY	\$1,832.72- Amount
Trans Date Post Date	Re	eference Number			ansaction Description	\$1,832.72-
07/00		00001380	$\rho \Delta V M$	I-MI-I	HANK YOU	Ψ1,002.12

00801389 05/28 05/28 Important Information About Your Account

YOUR CREDIT CARD WILL NO LONGER COME WITH CERTAIN INSURANCE BENEFITS EFFECTIVE 07/01/2019. VISIT CENTRALBANK.NET/GTB-UPDATED FOR COMPLETE DETAILS. EFFECTIVE 05/10/2019, THE AMOUNT AVAILABLE FOR CASH ADVANCES WILL BE 40% OF YOUR CURRENT CREDIT LIMIT.

PAYMENT - THANK YOU

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT Account Number CENTRAL BANK #### #### 5386 PO BOX 779 JEFFERSON CTY MO 65102-0779 Check box to indicate name/address change on back of this coupon AMOUNT OF PAYMENT ENCLOSED **Total Minimum Payment Due Date Closing Date New Balance Payment Due** 07/02/19 \$17.00 \$560.17 06/04/19

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 BL ACCT 00000256-10000000

CAMDEN CO DD RES Account Number: #### #### 5386

Page 3 of 4



Cardhol	der Acc	ount Sum	mary	- 10 march 1		
MYRNA BLAINE #### #### 6176		Payments & Other Credits \$0.00	Purchases & Other Charges \$444.00	Cash Advances \$0.00	Total Activity \$444.00	
Cardhol	der Acc	ount Deta	il	**************************************		3
Trans Date	Post Date	Plan Name	Reference Number	Descr	iption	Amount
05/27	05/28	PBUS01	55131589147400810129720	MSFT * E01008AIX0 800	06427676 WA	\$400.00
06/03	06/04	PBUS01	25140529155000012289848	JEFFERSON CITY-MAII	N OF JEFFERSON CIT	\$44.00

Cardhol	der Acc	ount Sum	mary			
EDDIE THOMAS #### #### #### 0953		Payments & Other Credits \$0.00	Purchases & Other Charges \$120.00	Cash Advances \$0.00	Total Activity \$120.00	
Cardhol	der Acc	ount Detai	il	, r		
Trans Date	Post Date	Plan Name	Reference Number	Descri	iption	Amount
05/05	05/06	PBUS01	55432869125200558807216	Intuit *QuickBooks 800-4	46-8848 CA	\$60.00 -
06/04	06/04	PBUS01	55432869155200269101449	Intuit *QuickBooks 800-4	46-8848 CA	\$60.00 -

Cardhol	der Acco	ount Sumi	mary			
LINDA SIMMS #### #### #### 0961		Payments & Other Credits \$236.40-	Purchases & Other Charges \$109.80	Cash Advances \$0.00	Total Activity \$126.60-	
Cardhol	der Acco	unt Detai				J
Trans Date	Post Date	Plan Name	Reference Number	Descri	ption	Amount
05/15	05/16	PBUS01	55457029135083316959837	IDENTOGO - MO FINGE	RPR BILLERICA MA	\$42.75-
05/21	05/23	PBUS01	75369439142579000023381	PAPPO S PIZZERIA & P MO	UB OSAGE BEACH	\$54.88
05/28	05/30	PBUS01	05140489149710028768944	WOODS MARKET 2068	OSAGE BEACH MO	\$12.17
05/28	05/30		55499679149823802830380	CREDIT VOUCHER AMTRAK TELEPHONE : DC 1157457040241 BOOTH/JEANNA	SALE WASHINGTON	\$43.20-
05/28	05/30		55421359149627131924711	CREDIT VOUCHER NATIONAL COUNCIL O DC	N IN WASHINGTON	\$150.00-
05/29	05/31		55499679150823804177687	CREDIT VOUCHER AMTRAK .COM WASHII 1157457040225 BASKERVILLE/RACHEL		\$43.20-

Cardhol	der Acco	ount Sum	mary	2		
#	CONNIE L		Payments & Other Credits \$0.00	Purchases & Other Charges \$122.77	Cash Advances \$0.00	Total Activity \$122.77
Cardhol	der Acco	ount Deta	il		*	-
Trans Date	Post Date	Plan Name	Reference Number	Descri	iption	Amount
05/07	05/08	PBUS01	05436849128000366216547	USPS PO 2812420020 C	AMDENTON MO	\$41.15
05/10	05/12	PBUS01	05436849131000406760582	USPS PO 2812420020 C	CAMDENTON MO	\$6.85
05/20	05/21	PBUS01	05436849141400042357074	WM SUPERCENTER #8	9 CAMDENTON MO	\$22.36 -
05/20	05/21	PBUS01	55483829141400001183254	WAL-MART #0089 CAM	DENTON MO	\$25.06
05/22	05/23	PBUS01	05436849143000344525655	USPS PO 2812420020 C	CAMDENTON MO	\$20.50
05/29	05/30	PBUS01	05436849150000358906312	USPS PO 2812420020 C	CAMDENTON MO	\$6.85

Invoice

May 2019

VICTOSOF

Invoice Date: 05/27/2019

Invoice Number: E01008AIX0
Due Date: 06/26/2019

ac Date: 00/20/2013

400.00 USD

Sold-To

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

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.

Camdenton MO 65020

P.O. Box 722

United States

Willing Strantmenty Discounts: Charges: Credits: Total: Tax: dfd50987-a0e6-4f45-99b5-eac21ebdb614 04/27/2019 - 05/26/2019 Online Services 06/26/2019 Net 30 Customer PO Number: Order Detent Payment Terms: Order Number: Billing Period: Due Date: Product:

0.00

0.00

0.00

400.00

400.00

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

Payment Instructions

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

RENTAL SALES RECEIPT

Receipt # Payment Date: lousehold:

1036735 06/03/2019 51708

Im Ph:

(513)289-8598



MRYNA BLAINE 390 CURVEY RD CAMDENTON MO 65020

Binder Park 5840 Rainbow Drive Jefferson City MO 65109 Phone: (573)634-6546 jeffersoncitymo.gov/parks

Total Fees

44.00

New Paid

44.00

Rental Reservation Details: CAMP01 (Binder RV Campsite)

Reserv. Number:

11238

Rental Days: Rental Status:

Future

Quantity:

Member Name:

Mryna Blaine

Rental Period:

Tue 06/25/2019 @ 11:00 A to Thu 06/27/2019 @ 10:59 A

Misc Rental Start Comm myrna@ccddr.org

Misc. Comments:

campground host phone number 573-636-0665

Processed on 06/03/19 @ 2:15 P by CAMP

Total New Fees

New Fees

44.00

Discount Applied

0.00 Total Due 44.00

Total Paid Amount Due

0.00

44.00

44.00

Total Fees Paid

44.00 Total Paid 44.00

lousehold Balance Information

Overall Household Credit Balance Available

Overall Household Balance Due

0.00 0.00

Payment of: 44.00 Made By:MASTERCARD Auth: 65348E Card#: xxxxxxxxxxxxx6176 With Reference:

From: Intuit QuickBooks Team <intuit@notifications.intuit.com>

Sent: Sunday, May 5, 2019 5:21 AM

To: Ed Thomas

Subject: Your QuickBooks tax invoice is available!



Payment success

Edmond J Thomas, thank you for your payment.

Invoice

number:1000110731616

Invoice date: 05/04/2019

Fotal: \$60.00

Payment method: MASTER

ending in 0953

Sign in to QuickBooks where you can see your billing history and view, save, and print your invoice.

View billing history

Account details

Billed to:

Camden County Developmental

Disability Resources

Company ID ending:

0995



Questions or concerns?

Visit customer support.



Tax invoice

Invoice number: 1000113777208

Total: \$60.00

Date: Jun 4, 2019

Payment method: MASTER ending 0953

Intuit Inc. 2800 E. Commerce Center Place Tucson, AZ 85706

Bill to

Edmond J Thomas
Camden County Developmental Disability Resources
100 3rd St Pobox 722
Camdenton, MO 65020-7336
US
Address may be standardized for tax purposes
Company ID: 464240995

Payment details

Item	Qty	Unit price	Amount
QuickBooks Online Advanced	1	\$150.00	\$150.00
60% discount, expires Jul 4, 2019			-\$90.00
Price after discount / subtotal: Sales tax - Exempt:			\$60.00
			\$0.00
Total invoice:			\$60.00

Total discount for this order:

-\$90.00

Tax reporting information
Period for monthly subscription fees:

Total without tax:

Total tax:

Jun 4, 2019 - Jul 4, 2019

\$60.00

\$0.00

Your account on file will be automatically charged at the then-current price monthly/annually as stated above until you cancel. To cancel your subscription, access your billing information and cancel the subscription. Terms, conditions, pricing, features, service, and support options are subject to change without notice.

All dates and times are Pacific Standard Time (PST).

1/1 | Number: 1000113777208

IdentoGO Center (3500041) 915 S Jefferson Ave Lebanon, Missouri 65536-3667

dentoGo

Date: Customer:

05/15/2019@09:05 AM

OCA:

LORI L. CORNWELL V01500002

ORI:

MOVECHS0Z

REGID:

MP195475

TCN:

MP195475

UE ID:

UZ3R2RV44F

Services

MO - NCPA/VCA

\$41.75

SubTotal:

\$41.75

Total:

\$41.75

Payment

Auth Code:

\$41.75

2H9TF17F5551HKR9B

Amount Paid: +1.00 SVC FEE

\$41.75 1.00

The results of your fingerprint background check will be sent directly to your employer or requesting agency. Your results will not be available through IdentoGO.

We want to hear from you! Tell us about your IdentoGO Enrollment Center Service: 844.539.5541

Рарро`s rizzeria & Pub 4705 Osage Beach Parkway Osage Beach, MO 65065 ph (573) 693-1092

LINDA @ 11:50 - TABLE: Delivery 1 Server: BARTENDER 5/21/2019 11:10:12 AM Sequence #: 0000001 ID #: 0324498	1 ~ 1	Guest	
ITEM	QTY	PRICE	
Delivery Charge Philly Sub - BBQ Chips - Meat Steak - TO GO TO GO	1	\$2.50 \$8.75	
8" Hawaiian Pizza - Hand Tossed	1	\$9.75	
- Whole 8: Green Peppers - TO GO TO GO		\$1.00	
12" Veggies Pizza - Thin Crust - TO GO TO GO	1	\$16.25	
Cookies DOZEN - TO GO TO GO	1	\$12.99	
Subtotal Total Taxes		\$51.24 \$3.64	
Grand Total		\$54.88	
Credit Purchase Name :MANUALLY/ENTERE CC Type :MasterCard CC Num :XXXX XXXX XXXX Reference :0961k4gwxt1bxrz Approval :60064E Server :BARTENDER	0961		
Server :BARTENDER Ticket Name :LINDA @ 11:50	2		-
Payment Amount:		\$54.88	
Tip:	~	Salar and a second second second	
Total:		2	
XCUSTOMER COPY I agree to pay the amount shown above		-	
Thank you disiting PaPPo			
5.0 S45	:====		

ADWIN LEW INDEXES



OB OFFICE SWALLES

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

Cashier: MARY

05/28/19

12:39:02

BEGIN DUPLICATE RECEIPT Store:2068

Cashier: MARY

05/28/19

12:38:15

Woods Reward Card 49 GROCERY 6 Mr Bth Tis 3040079124 Cleaner 7003860958 Dish Lq Lem 3500044673 => 1.99 Reward Card Price SUBTOTAL TOTAL TAX	7.89 T 2.29 T 2.25 T 26 T 12.17
TOTAL MasterCard TENDER Acct:xxxxxxxxxxxx0961 APPRVL CODE 68473E Cash CHANGE	12.17
T1 TAX EXEMPTED T2 ITEM VALUE EXEMPTED T2 TAX EXEMPTED T3 ITEM VALUE EXEMPTED T3 TAX EXEMPTED T4 ITEM VALUE EXEMPTED T4 ITEM VALUE EXEMPTED	3 00 00 17 91 00 00 00
Sale Savings	.26
You Saved a Total of: That is a Savings of:	. 26 2%

Trx:202 Term:7 Store:2068 12:38:55

THANK YOU FOR SHOPPING AT WOODS!

ANDRA, STORE MANAGER END DUPLICATE RECEIPT

Ticket Terms & Conditions		
MBLTY-IMPRD ADLT,ID & SELF-CERTIF REQRD ON TRAIN	*	
MBLTY-IMPRD ID & CERTIF REQRD		
ADULT COMPANION OF MBLITY-IMPAIRED PSGR	٠	
MBLTY-IMPAIRED COMPANION		
Subtotal		\$43.20
Train 313: ST. LOUIS, MO - JEFFERSON CITY, MO	¥	
Depart 4:00 PM, Friday, June 14, 2019		***************************************
1 ACCESSIBLE COACH SEAT		\$21.60
1 COACH WHEELCHAIR SPACE		\$21.60
Ticket Terms & Conditions		
MBLTY-IMPRD ADLT,ID & SELF-CERTIF REQRD ON TRAIN		
MBLTY-IMPRD ID & CERTIF REQRD		
ADULT COMPANION OF MBLITY-IMPAIRED PSGR		
MBLTY-IMPAIRED COMPANION		
Subtotal		\$43.20,
Total Charged by Amtrak		\$86.40

AMTRACY

CREDITEDE

CREDITEDE

CREDITEDE

PRAZIO

Passengers

Rachel Baskerville, Jeanna Booth

Important Information

- · Tickets are non-transferable.
- Changes to your itinerary may affect your fare. Refund and exchange restrictions and penalties for
 failure to cancel unwanted travel may apply. If your travel plans change, contact us before departure
 to change your reservation. If you do not board your train, your entire reservation from that point
 will be canceled. If you board a different train without notifying us, you will have to pay for it
 separately; the conductor cannot apply the money paid for your prior reservation. For more
 information please visit <u>Amtrak.com/changes</u>.
- Summary of Terms and Conditions: Ticket valid for carriage or refund (subject to the refund rules of
 the fare purchased) for twelve months after day of issue unless otherwise specified. Amtrak tickets
 may only be sold or issued by Amtrak or an authorized travel agent/tour operator. Tickets sold or
 issued by an unauthorized third party will be voided by Amtrak. This ticket is a contract of carriage
 which includes specific terms and conditions and a binding arbitration agreement between Amtrak
 and the ticket holder. The terms and conditions and arbitration agreement are available
 at Amtrak.com/terms-and-conditions.html. Tickets sold for non-Amtrak service are subject to the
 tariffs of the providing carrier.
- Questions? Contact us online at <u>Amtrak.com/contact</u> or call 1-800-USA-RAIL (1-800-872-7245) or for text telephone (TTY) 1-800-523-6590.

\$ Reply all | Delete Junk | · · · ·

Fwd: Transaction Refund from National Council on Independent Living for \$150.00 (USD)

JB

Jeanna Booth

Tue 5/28, 7:58 PM

③ 🎍 Ş Reply all | ∨

DREDITED BACK

Inbox

Get Outlook for Android

From: Auto-Receipt <noreply@mail.authorize.net>

Sent: Tuesday, May 28, 2019 1:14:14 PM

To: Jeanna Booth

Subject: Transaction Refund from National Council on Independent Living for \$150.00 (USD)

REFUND CONFIRMATION

Order Information

Description: Jeanna Boo

Jeanna Booth unable to attend How CILs Can Transform the Housing Landscape

Invoice Number 362_33_268847

Billing Information

Linda Simms PO Box 722

Camdenton, Missouri 65020

US

jeanna@ccddr.org

Shipping Information

*

Payment Information

Date/Time:

28-May-2019 11:14:13 PDT

Transaction ID:

41380355890

Payment Method:

MasterCard xxxx0961

Transaction Type:

Refund

Auth Code:

Merchant Contact Information

National Council on Independent Living

Washington, DC 20006

US

rie@ncil.org

Total: \$150.00 (USD)

the case where the try part where they care the case where the case of the case where the case of the CAMDENTON 625 W US HIGHWAY 54 CAMDENTON MO 65020-9998

2812420020 05/07/2019 (800) 275-8777

Product Description

Sale Qty

Final Price

\$14.35 PM 2-Day Med FR Box (Domestic) (ROLLA, MO 65401)

(Flat Rate) (Expected Delivery Day) (Thursday 05/09/2019)

\$3.50 Certified (@@USPS Certified Mail #) (70140150000173096516) \$2.80 Return

Receipt (@@USPS Return Receipt #) (9590940240648079003278)

\$0.55 First-Class

Mail Letter

(Domestic) (CAMDENTON, MO 65020)

(Weight: 0 Lb 0.80 0z) (Estimated Delivery Date) (Thursday 05/09/2019)

\$3.50 Certified (@@USPS Certified Mail #) (70140150000173096509) \$2.80

Return Receipt (@@USPS Return Receipt #)

(9590940240648079003285) PM 2-Day

(Domestic) (VERSAILLES, MO 65084) (Weight: 0 Lb 13.50 0z) (Expected Delivery Day)

(Thursday 05/09/2019) Certified

\$3.50 (@@USPS Certified Mail #) (70140150000173096523)

Return Receipt

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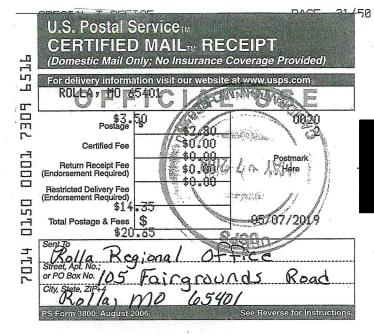
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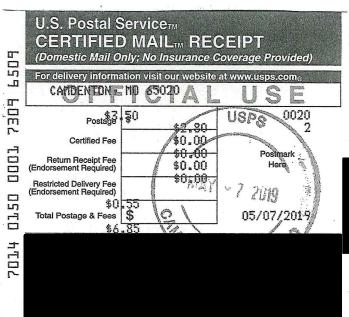
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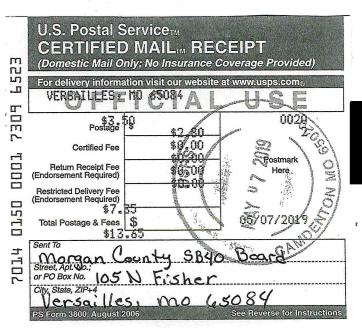
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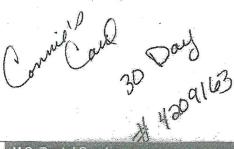
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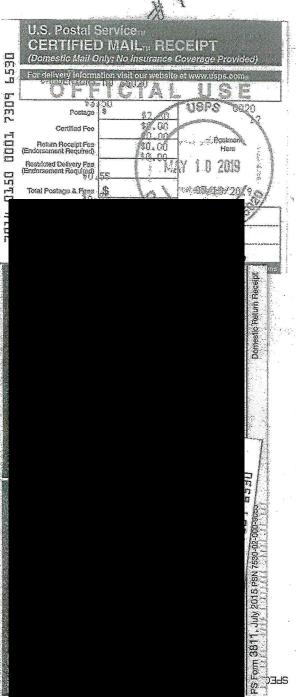








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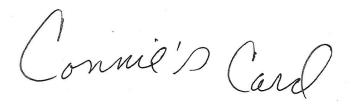
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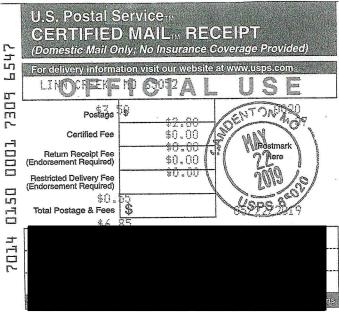


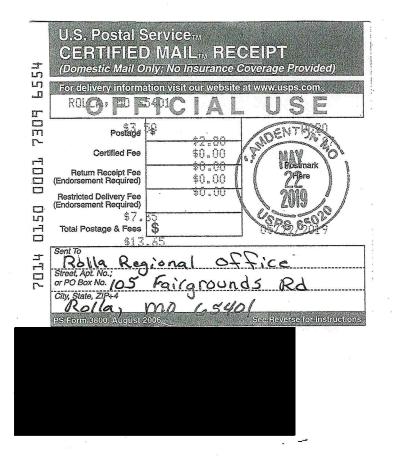
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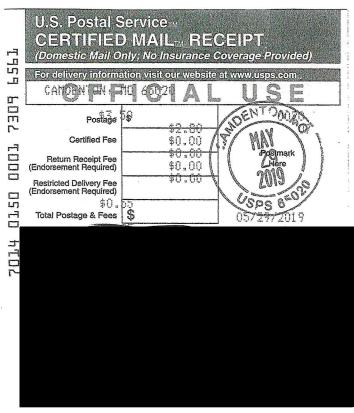
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Resolutions 2019-25, 2019-26, 2019-27, 2019-28, 2019-29 & 2019-30



AMENDMENT OF BYLAWS

WHEREAS, Sections 205.968-205.972 RSMo and subsequent passage by Camden County 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.

- 1. That the Camden County Senate Bill 40 Board (dba Camdenton County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to amend the Agency Bylaws.
- 2. That the first reading of the proposed Bylaws changes was presented on June 19th, 2019, at the regularly scheduled public Board meeting, and the Board hereby amends and adopts the Bylaws as presented in Attachment "A" hereto.
- **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 2019-25

CAMDEN COUNTY SENATE BILL 40 d/b/a CAMDEN CO. DEVELOPMENTAL DISABILITY RESOURCES

BYLAWS

ARTICLE I

Name/Purpose/General Powers

The governing body as established according to the provisions of Section 205.968-205.972 RSMo shall be named Camden County Senate Bill 40 Board, d/b/a Camden County Developmental Disability Resources (CCDDR), hereinafter referral to as the "Board". The Board was formed subsequent to passage by Camden County voters of the Senate Bill 40 enabling legislation (Sections 205.968-205.972 RSMo) in August of 1980. The Board shall administer the provisions set forth by said statute and shall monitor and guide the expenditure of designated County funds to improve and enhance the lives of children and adult persons residing in Camden County who have been diagnosed with and determined to have a developmental disability.

The business, property, affairs, administrative control, and management shall rest solely with the Board of Directors and the Board shall employ all necessary personnel, fix their compensation and provide suitable quarters and equipment for the operation of the facility from funds made available for this purpose. The Board may contract with any agency or appropriate individual to provide services relating in whole or in part to the services which the Board itself may provide to persons with a developmental disability as defined in Section 205.968-205.972 RSMo., and for such purpose may spend the tax funds or other funds.

ARTICLE II

Membership

Section 1: Number, Duration, and Vacancies

The Board of Directors shall consist of nine (9) members, two of whom shall be related by blood or marriage within the third degree to a person with a developmental disability as defined in Section 205.968 RSMo, four (4) shall be public members and at least seven (7) members shall be permanent residents of Camden County, Missouri.

The Camden County Commission shall appoint such initial Board of Directors, three members for a one-year term, three members for a two-year term and three members for a three-year term. Subsequent appointments to the Board by the County Commission after the appointment of the initial Board shall be made for three-year terms.

Each Director shall hold office for the term for which appointed until a successor shall have been appointed and qualified. In the event of the death, resignation, or

disqualification of any Director, the Camden County Commission shall fill such vacancy or vacancies for the unexpired term. Board members may be reappointed for succeeding terms.

Section 2: Compensation

Board members will serve without compensation, but are entitled to reimbursement for reasonable expenses incurred in the discharge of their duties.

Section 3: Conflict of Interest

All members of the Board shall avoid any conflict of interest and shall comply with the applicable provisions of Section 105.450 to 105.458 RSMo. All Board members shall immediately disclose any known or potential conflicts of interest to the full Board with regard to Board activities and transactions.

The Board establishes the following as rules regarding conflict of interest:

- 1. CCDDR Board members shall not accept or receive any compensation, other than allowed by law, for the performance of any service for CCDDR.
- 2. CCDDR Board members have a duty to subordinate personal interests to the welfare of CCDDR and those we serve. Conflicting interests can be financial, personal relationships, status or power.
- 3. CCDDR shall not enter into any contract or agreement to purchase property from, or to obtain services from, any person related to any CCDDR Board member by blood or marriage to the third degree. CCDDR shall be likewise prohibited from entering into such contract or agreement with a business entity or an individual in which any person related to a CCDDR Board member, as set out herein, has a substantial business interest or who will profit, directly or indirectly, from such contract or agreement. "Substantial Interest" shall be defined in Section 105.450 R.S.Mo.
- 4. No CCDDR Board member shall vote on or attempt to influence Board decisions on any Board matter that shall affect any individual, not-for-profit corporation, organization, association or any other entity when a CCDDR member is related to any individual or a member of any of such entities. For the purposes of the section, a CCDDR Board member should abstain from voting when the CCDDR Board member is related by blood or marriage to the third degree to an individual or member of an entity. A member of one of the above entities shall consist of staff, employees, directors, owners or any other individual associated with any such entity.
- 5. Any CCDDR Board member who has a relationship as a director, consultant, advisor, employee or other position with an organization or entity that receives

funds from the CCDDR shall not vote on or attempt to influence Board decisions that effect any such organization or entity.

- 6. Any possible conflict of interest on the part of any Board member should be disclosed to the other Board members and made a matter of record, either through an annual procedure or when the interest becomes a matter of Board action.
- 7. These restrictions shall not be construed as preventing the Board member from briefly stating a position in the matter, nor from answering pertinent questions of other Board members, since the Board member's knowledge could be of assistance to the deliberations.
- 8. Any CCDDR Board member who serves as a legal representative, guardian ad litem or in any capacity as an advocate either formally or informally for any client served in a CCDDR-funded program shall disclose such representation to the CCDDR Board in writing. Such disclosure shall include only the date representation began and the CCDDR funded program involved.

The foregoing prohibitions are not intended to be all inclusive. The failure to include any act or conduct which would be deemed to be in violation of the laws and statutes of the State of Missouri or the Ordinances of Camden County shall not be considered as approval or condonation of such act or conduct.

Board members shall comply with CCDDR's Conflict of Interest Policies, and shall sign annual Conflict of Interest Disclosure and Gift Disclosure statements.

Section 4: Board Member Attendance/Removal

Any Board member may, following notice and an opportunity to be heard, be removed from office by a majority vote of the other members of the Board for any of the following grounds:

- Failure to attend multiple meetings without good cause
- Conduct prejudice to the good order and efficient operation of the Board's business, facilities, or services
- Neglect of duty

The Chairperson shall preside at such removal hearing unless this individual is the person sought to be removed, in which case the hearing shall be presided over by another Board member elected by a majority of the other Board members. All interested parties may present testimony and arguments at such hearing and the witnesses shall be sworn by oath or affirmation before testifying. Any interested party may, at the party's own expense, record the proceedings.

ARTICLE III

Officers

Section 1: Executive Officers

The Board shall elect a Chairperson, Vice Chairperson, Secretary, Treasurer, and other such officers as it deems necessary.

Section 2: Election and Terms

The Chairperson, Vice Chairperson, Secretary, and Treasurer shall be elected at the beginning of each calendar year to serve for that calendar year and shall hold office at the pleasure of the Board until successors are elected and shall qualify the following calendar year. Additional Vice Chairpersons, Assistant Secretaries and Assistant Treasurers may be elected by the Board of Directors at any meeting thereof to hold office at the pleasure of the Board of Directors. If more than one Vice Chairperson should be elected, the Board at the time of the election shall determine the seniority of each of the Vice Chairpersons. The offices of Secretary and Treasurer may be combined and filled by one duly elected Board member.

Section 3: Removal

Any officer elected by the Board of Directors may be removed at any time by a vote of a majority of the entire Board, but such removal shall be without prejudice.

Section 4: Vacancies

A vacancy in any officer position caused by death, resignation, removal or otherwise may be filled by the Board for the unexpired term.

Section 5: Duties of Officers

A. Chairperson

The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson may sign, with the Secretary or any other proper officer authorized by the Board, any instrument which the Board has been authorized to be executed, and, in general, the Chairperson shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board from time to time.

B. Vice Chairperson

In the absence of the Chairperson or in the event of the Chairperson's inability or refusal

to act, the Vice Chairperson shall perform the duties of the Chairperson, and who so acting, shall have all of the powers of and be subject to all the restrictions upon the Chairperson. Any Vice Chairperson shall perform such other duties as may from time to time be assigned by the Chairperson or by the Board of Directors.

C. Secretary

The Secretary shall keep the minutes of the meetings of the members of the Board of Directors as a public record of business conducted at Board meetings; shall see that all notices are duly given in accordance with the provisions of these bylaws; be custodian of the corporation's records and seal, if any; keep a register of the post office addresses and e-mail addresses of all members; have a general charge of the books and records of the corporation and sign such instruments with the Chairperson or other officers as may be required; and shall perform such other duties as from time to time may be assigned by the Chairperson or by the Board. Board minutes will become the official public record of the Board upon approval of a majority of members present at the next regular Board meeting. The Secretary may appoint an individual or individuals to act on the Secretary's behalf for the aforementioned duties so long as the Board approves of the appointment; however, the Secretary will still be held responsible regardless of the appointment.

D. Treasurer

The Treasurer shall receive and show receipt for; shall have charge and custody of: and shall be responsible for all funds and securities of the corporation. The Treasurer shall deposit all monies in the name of the corporation in such depository as shall be selected by the Board. The Treasurer shall keep current financial records of the Board's expenditures; will submit for the Board's approval a financial report at regular Board meetings; and will assist in the production of such audits and other financial reports as required. The Treasurer shall perform such other duties as from time to time may be assigned by the Chairperson or the Board. The Treasurer may appoint an individual or individuals to act on the Treasurer's behalf for the aforementioned duties so long as the Board approves of the appointment; however, the Treasurer will still be held responsible regardless of the appointment.

E. Additional Officers

The powers and duties of any additional officers shall be prescribed by the Board of Directors when creating such offices.

F. Compensation

No officer shall receive any salary or any other compensation for services rendered but may be compensated for reasonable expenses related to their duties.

ARTICLE IV

Meetings

Section 1: Frequency

The Annual Meeting of the Board of Directors shall be held at a place, date and time as designated by the Board of Directors each year for the purpose of approving an annual budget for the following fiscal year and for the transaction of such business as may come before the meeting.

Regular meetings of the Board shall be held at a place, date and time as designated by the Board of Directors and shall be held no less often than quarterly for the purpose of transacting such business as may come before the Board. In the event of adjournment of a scheduled meeting by the Board of Directors when a quorum is not present or otherwise, such meeting may be held at any place, date and time that may be designated by the Directors adjourning the meeting so long as the meeting is held within 120 days from the previous meeting.

Special meetings of the Board of Directors may be held at any time upon call of the Chairperson, or by the action of any three Board members requesting such meeting, and upon proper notice.

Section 2: Notice

Meetings shall be held at the place designated in the meeting notice mailed, e-mailed, or hand-carried to all Board members. All Board members will be notified either in person, by telephone, by letter, or by e-mail at least forty-eight (48) hours in advance of the call to order of any meeting of the Board. Public notice of all meetings shall be posted at CCDDR's principal office pursuant to Section 610.020 RSMo (see "Section 4: Open Meetings and Records").

Section 3: Quorum

A majority of the Board of Directors, excluding any vacancies, shall constitute a quorum for the transaction of business at a meeting of the Board of Directors, and the act of the majority of such quorum present at any such meeting of the Board of Directors shall be the act of such Board of Directors. Proxy-voting, or later call-in votes shall not be allowed as a means of conducting Board action, however a quorum may be achieved with one or more Board members participating via phone conference call or other electronic means. Attendance via conference call or other electronic means shall only be done in emergency situations in where the Board member cannot attend the meeting in person. All Board meetings in which one or more Board members are attending by telephone or other electronic means will be conducted under the following criteria:

• All Board members participating in the meeting must be able to hear each other

- All rules for calling meetings and notification of Board members as spelled out in other sections of this policy will apply
- All rules for conducting meetings, including the presence of a quorum, will be followed
- Minutes of the meeting will be kept

Section 4: Open Meetings and Records

It is the policy of the Board the Secretary shall be the responsible custodian of the records of the Board. Each request for access to a public record shall be acted upon as soon as possible but no later than the end of the third business day following the date the request is received by the custodian. If records are requested in a certain format, they shall be provided in the requested format, if such format is available. If access to the public record is unable to be granted immediately, the custodian shall give a detailed explanation of the cause for further delay and the place and earliest time and date the record will be available for inspection. This period for document production may exceed three (3) business days for reasonable cause.

If a request for access to records is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request was received.

A reasonable fee may be charged for providing access to or providing copies of the records, which shall not exceed the actual cost of the document search and duplication. It is the policy of the Board that all meetings, records, votes, actions and deliberations shall be open to the public unless otherwise provided by law. Closed sessions may be called by the Board to discuss personnel, litigation, real estate transactions or discussions involving confidential information of individuals with developmental disabilities served by the Board. The Board shall comply with Sections 610.010-610.030 RSMo as now existing or hereafter amended.

The Board shall give notice of the time, date and place of each meeting and its tentative agenda in a manner reasonably calculated to advise the public of the matters to be considered. The notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If the Board plans to meet by Internet chat, internet message Board, or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings concurrent with the notice being made available to the members of the Board and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the Board, or if no such office exists, at the building in which the meeting is to be held.

Notice conforming with all of the requirements shall be given at least twenty-four (24) hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of the Board unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. Each meeting shall be held at a place reasonably accessible to the public, at a place of sufficient size to accommodate the anticipated attendance by members of the public and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. Every reasonable effort shall be made to grant special access to the meeting to individuals with disabilities.

The Board shall allow for the recording by audiotape, videotape or other electronic means of any open meeting. The Board may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any meeting, record or vote closed pursuant to the provisions of section 610.021 shall be permitted without permission of the public body.

When it is necessary to hold a meeting on less than twenty-four (24) hours' notice, at a place that is not reasonably accessible to the public or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

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

ARTICLE V

Committees

The Board, by resolution adopted by a majority of the Board members in office, may designate and appoint one or more committees. The Chairperson shall serve as Ex-Officio on all committees with no less than two, but no more than three, additional Board members. Such committees shall serve to the intent of which the committee was created to make recommendations to the Board for review and approval or development of a resolution(s) to be presented for review and approval at a Board meeting with a quorum present. Such committees shall also have the authority to submit directives to the

Executive Director for completion or fulfillment of the intent of the committee so long as there is no conflict with the Bylaws, current policies, current governing resolutions or the committee's objective as described within the resolution passed by the Board. No committee shall have the authority of the Board in reference to amending, altering or repealing the bylaws or policies; electing, appointing, or removing any Board member; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and/or assets of the Board or any facility established hereunder; or amending, altering, or repealing any prior resolution of the Board. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of any responsibility imposed upon it.

Other committees not having and exercising the authority of the Board in the management of any facility established hereunder may be appointed in such manner as may be designated by resolution adopted by majority of the Board members present at a meeting which a quorum is present. Persons other than members of the Board are also eligible to be on committees.

Each member of a committee shall continue to serve until relieved by the Board, the individual resigns from the Board, a successor is appointed by the Board or the committee's business is concluded. One member of each committee shall be appointed Chairperson, and one member of each committee shall be appointed Secretary. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolution of the Board designating the committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Unless otherwise described in the resolution's formation of the committee, electronic transmissions can be utilized to serve the committee's communications of its discussions to complete its objective(s) so long as the electronic transmissions comply with all applicable provisions of Sections 610.010 to 610.030 RSMo. Notices of committee meetings and its records shall adhere to the provisions identified in "Section 4: Open Meetings and Records".

ARTICLE VI

Fiscal Year/Annual Budget

The fiscal year of the Board shall be for a period of twelve months based on the calendar year. The Board shall produce an annual budget which shall reflect the Board's anticipated income and expenses for the following year. A Budget Message, completed by the Director, shall accompany the proposed budget describing important features of the proposed budget and major changes from the previous year. The proposed budget shall contain a comparative statement of actual or estimated revenues and expenditures for the preceding two years and estimated revenues/expenditures for the next fiscal year. The annual budget for the next fiscal year shall be approved in final form at the Annual Meeting. Copies of the Board's approved annual budget shall be filed with the Camden County Clerk's office and with the State Auditor's Office. If the annual budget is not

completed and approved by the beginning of the next fiscal year, the previous year's budget shall be the budget until the current fiscal year's budget can be completed and approved. The total expenditures in a fiscal year cannot exceed the total approved amount within the budget without prior Board approval. In such cases, the Board shall develop a revised budget and shall not incur the additional budget expenditures prior to holding a public meeting to approve the revised budget. The Board can revise its budget for other reasons as well, but it must be approved during a public meeting. Copies of the approved revised budget shall be filed with the Camden County Clerk's office and with the State Auditor's Office. In no case shall approved expenditures exceed available revenues (both annual revenues and fund balance reserves) in any one fiscal year.

The Board may lease, purchase, contract for, or directly provide the goods and services it deems necessary to its purpose.

ARTICLE VII

Contracts, Loans, Checks, Deposits, and Gifts

Section 1: Contracts

The Board may authorize any officer or officers or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Board and such authority may be general or confined to specific instances.

Section 2: Loans

No loans shall be contract on behalf of the Board and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 3: Checks, Drafts, etc

The Chairperson, Vice Chairperson, Treasurer or Secretary shall cosign with at least one other officer or the Executive Director all checks and drafts for the expenditure of Board funds.

Section 4: Deposits

All funds of the Board shall be deposited to the credit of the Board in such banks or other depositories as the Board of Directors may authorize.

Section 5: Gifts

The Board may accept any gift of property or money for the use and benefit of the Board, and the Board is authorized to sell or exchange any such property which it believes would be to the benefit of the Board so long as the proceeds are used exclusively for the

purposes of the Board. The Board shall have exclusive control of all gifts, property or money it may accept; all interest or other proceeds which may accrue from the investment of such gifts, property or money; proceeds from the sale of property; all tax revenues collected by the county on behalf of the Board; all proceeds earned from services rendered; and of all other funds granted, appropriated, or loaned to it by the federal government, the state, or their political subdivisions, so long as these resources are used solely to benefit the purposes of the Board or related services except those paid for transportation purposes under the provisions of Section 94.645 RSMo.

ARTICLE VIII

Amendment of Bylaws

The bylaws of the Board may be amended or repealed and new bylaws may be adopted through a resolution of the majority of the Board of Directors at any meeting of the Board of Directors with notice setting forth the terms of the proposed bylaws, amendment or repeal. Such proposed amendment or amendments to the bylaws shall be distributed in written form to the Board membership as a part of the next meeting notice, and will either be accepted or rejected by a simple majority of those present at the Board meeting next following the meeting wherein such amendments(s) were initially proposed.

ARTICLE IX

Fidelity Bond, Surety Bond, or Similar Insurance Policy

The Board shall continually carry an insurance policy or bond to protect the Board's integrity and assure the public's confidence that no actions or conduct (intentional or unintentional) of any Board member or employee will compromise its fiscal operations and fiduciary duties. The insurance policy or bond shall be in an amount sufficient to cover the annual budgeted gross income as approved and recorded by the Board. The policy or bond coverage shall be with a company authorized to business in the state of Missouri, and the cost of such policy or bond coverage shall be paid by the Board funds.

Date of initial approval of these bylaws: 9/18/06

Date(s) of subsequent amendments: 6/18/07 (Article VI-Fiscal Year/Budget) 4/20/09 (Conflict of Interest, Fiscal Year/Annual Budget, Deposits) 4/19/2010 (Conflict of Interest, Quorums, Sunshine Law) 10/18/10 (Public Comment) 09/17/2012 (Public Comment) 10/15/2012 (Articles II, III, V, VII, VIII, & IX-New) 7/15/2019 (Articles I, II, III, IV, V, VI, & VII)



SB 40 BOARD MEETING DATES AND TIMES

WHEREAS, Sections 205.968-205.972 RSMo and subsequent passage by Camden County 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) shall have regular meetings to be held at a place, date, and time as designated by the Board of Directors and shall be held no less often than quarterly for the purpose of transacting such business as may come before the Board.

- 1. That the Camden County Senate Bill 40 Board (dba Camdenton County Developmental Disability Resources), hereafter referred to as the "Board", hereby acknowledges the need to set Board meeting dates and times on a regular, recurring basis so the general public and other stakeholders can appropriately plan to attend when able to do so.
- 2. That the Board shall attempt to and typically will meet on the second Thursday of each calendar month at 5:00 PM unless the Board determines at a preceding Board meeting that a future meeting date is a Board-recognized holiday; the second Thursday of a particular future month is not convenient; and/or the time on a particular future meeting date is not convenient, in which case the Board shall either cancel or set the time and/or date for the said future meeting at that meeting.
- **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	



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, Section 205.968, Paragraph 1, defines the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources) as a "political subdivision" of Camden County.

WHEREAS, Section 67.030 RSMo states "The governing body of each political subdivision may revise, alter, increase or decrease the items contained in the proposed budget, subject to such limitations as may be provided by law or charter; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year. Except as otherwise provided by law or charter, the governing body of each political subdivision shall, before the beginning of the fiscal year, approve the budget and approve or adopt such orders, motions, resolutions, or ordinances as may be required to authorize the budgeted expenditures and produce the revenues estimated in the budget."

- 1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", concludes the Fiscal Year 2019 Budget needs to be revised so that the proper business of the Board can be conducted with the best possible practices and appropriate expenditures can be negotiated and/or authorized within the guidelines of the budget revisions.
- **2.** That the 2019 Revised Budget, which is identified in Attachment "A" hereto, shall be adopted as a result of the passage of this Resolution.
- **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 2019-27

		SB 40 Tax 2019 - Revised	
	Acct	Title	
4000		x Income	
	4105	County Tax Receipts	\$946,635
	4140	Interest Income - County Tax Funds	\$15,000
	4150	MEHTAP Grant	\$5,796
		Total Income	\$967,433
5800	Other G	eneral & Administrative	
	5805	Audit Service/Fees	\$0
	5810	Consulting Fees	\$0
	5815	CPA Fees	\$0
	5820	Legal/Attorney Fees	\$0
	5825	License/Certification/Permit Fees	\$0
	5830	Membership/Association Dues	\$0
	5855	Seminars/Training	\$0
	5860	Survey Expenses	\$0
	5865	Travel/Lodging/Meals Expense	\$0
	5898	Offset from Restricted Funds	\$0
	5899	Miscellaneous	\$0
		Total Other G&A	\$0
6700	Partners	hip for Hope	
	6705	Transportation	\$480
	6706	Career Planning	\$0
	6707	Pre-Vocational Services - Individual	\$0
	6708	Job Development	\$0
	6709	Community Employment - Individual	\$600
	6710	Behavior Services/Senior B. Consultant	\$0
	6711	Pre-Vocational Services - Group	\$0
	6712	Supported Employment - Group	\$0
	6715	Behavior Services/Positive B. Support	\$120
	6716	Senior Behavior Consultant	\$0
	6720	Behavior Analysis	\$0
	6725	Community Specialist	; \$0
	6730	Environmental Accessibility Adaptations	; \$0
	6735	Dental	\$0
	6740	PA - Indiv., Self-Directed	\$20,400
	6745	PA - Agency/Contractor (General)	\$1,200
	6750	PA - Medical/Behv	\$0
	6755	Assistive Technology	\$300
	6760	Home Skills Development - Individual	\$6,000
	6765	Support Broker, Agency	\$300
	6775	Special Medical Equipment & Supplies	\$4,500
	6780	Offsite Day Hab - Individual	\$10,380
	6785	Offsite Day Hab - Group	\$2,400
	0,05	Strate Day Hab Group	72,700

	6791	Individual Skill Development - Group	\$0
	6795	Career Prep Services - Off Site Grp	\$60
	6796	Temporary Residential	\$ 0
	6797	Onsite Day Hab - Group	\$6,000
	6798	Offset from Restricted Funds	(\$12,350)
		Total Partnership for Hope	\$42,130
6900	Direct Se	ervices	
	6920	DMH Billing	\$69,359
	6930	TCM Shortfall	\$0
	6940	Non-Medicaid TCM	\$156,802
	6950	Ancillary Services	\$0
	6998	Offset from Restricted Funds	\$0
		Total TCM	\$226,160
7100	Housing	Programs	
	7105	Housing Voucher Program	\$97,500
	7110	Reasonable Accommodations Requests	\$0
	7115	Universal Housing Design Assistance	\$0
	7120	Transitional Housing	\$5,400
	7125	Inspections	\$1,750
	7130	Re-Inspections	\$700
		Total Housing Programs	\$105,350
7200	CLC		
	7205	CLC Operations	\$0
	7210	New Programs	\$0
	7215	EDGE Program	\$0
	7220	First Steps Program	\$15,600
	7225	Step Ahead Program	\$180,275
	7298	Offset from Restricted Funds	\$0
		Total CLC	\$195,875
7300	Sheltere	ed Employment Programs	
	7305	LAI - Employment	\$186,920
	7310	LAI - Transportation	\$70,025
	7311	Transportation - No Medicaid Rate	\$0
	7312	Transportation - Medicaid Rate Differential	\$0
	7315	DESE Shortfall	\$0
	7320	New Programs	\$0
	7325	Thrift Store	\$0
	7330	Contract Packaging	\$0
	7335	Foam Recycling	\$0
	7340	Gifted Gardens	\$0
	7345	Miscellaneous/Unclassified Services	, \$0
	7350	Shredding	\$0
	7355	Wood Products	\$ 0
	7390	LAI - Operations Shortfall	\$ 0
	7395	Assets/Capital Improvements	\$83,366
	7398	Offset from Restricted Funds	(\$83,366)
	. 555	Total Sheltered & Community Employment	\$256,945

7500	Commu	nity Employment	
	7505	Pre-Vocational Services - Individual	\$0
	7510	Supported Employment - Individual	\$0
	7515	Career Planning	\$0
	7520	Job Development	\$0
	7525	Pre-Vocational Services - Group	\$0
	7530	Supported Employment - Group	\$0
	7550	Transportation	\$0
	7598	Offset from Restricted Funds	\$0
	7599	Miscellaneous	\$0
		Total Community Employment	\$0
7600	Commu	nity Resources	
	7605	Community Inclusion Development	\$0
	7610	Public Transit Services	\$54,725
	7615	Housing Programs	\$0
	7698	Offset from Restricted Funds	\$0
		Total Community Resources	\$54,725
7900	Special/	Additional Needs	
	7905	Medicaid Spend Down	\$75,900
	7910	Brownell's PT - Other	\$0
	7915	Personal Assistant	\$6,900
	7920	Other Miscellaneous Service Costs	\$1,380
	7925	Transportation	\$180
	7998	Offset from Restricted Funds	\$0
	7999	Misc (Services, Supplies, Materials, Equipment, etc)	\$1,885
		Total Special/Add. Needs	\$86,245
		Total Expenses	\$967,430
		Net Income	\$0

		Services 2019 - Revised	
	Acct	Title	
4500	Services	Income	
	4505	Medicaid Direct Service	\$1,268,667
	4506	Non-Medicaid Direct Service	\$156,802
	4507	Ancillary Services	\$0
	4508	Non-Billable	\$0
	4515	TCM Support	\$0
	4530	Rent	\$5,712
	4540	Interest Income - Services Funds	\$4,800
	4999	Other	\$360
		Total Income	\$1,436,341
000	Payroll 8	& Benefits	
	5004	CRC Employee Salaries	\$75,691
	5005	TCM Employee Salaries	\$428,103
	5006	Administrative Employee Salaries	\$324,244
	5014	CRC Employee Taxes	\$6,547
	5015	TCM Employee Taxes	\$37,031
	5016	Administrative Employee Taxes	\$28,047
	5017	TCM Payroll Bank/Electronic Transaction Fees	\$0
	5018	Administrative Payroll Bank/Electronic Fees	\$0
	5019	CRC Payroll Bank/Electronic Fees	\$0
	5020	TCM Employee Retirement	\$34,676
	5021	Administrative Employee Retirement	\$25,595
	5022	CRC Employee Retirement	\$6,131
	5025	TCM Employee Health Insurance	\$115,200
	5026	Administrative Employee Health Insurance	\$57,600
	5027	CRC Employee Health Insurance	\$19,200
	5030	TCM Employee Vision/Optical Insurance	\$0
	5031	Administrative Employee Vision/Optical Insurance	\$0
	5032	CRC Employee Vision/Optical Insurance	\$ 0
	5035	TCM Employee Dental Insurance	\$0 \$0
	5036	Administrative Employee Dental Insurance	\$0 \$0
	5037	CRC Employee Dental Insurance	\$0 \$0
	5040	TCM Employee Life Insurance	\$3,120
	5041	Administrative Employee Life Insurance	\$1,440
	5041	CRC Employee Life Insurance	\$480
	5042	TCM Employee Supplemental Insurance	\$0
	5045 5046	Administrative Employee Supplemental Insurance	\$0 \$0
	5046 5047	CRC Employee Supplemental Insurance	\$0 \$0
	5047 5050		
		TCM Employee Workmans Comp Insurance	\$6,412
	5051	Administrative Employee Workmans Comp Insurance	\$2,959
	5052	CRC Employee Workmans Comp Insurance	\$986
	5055	TCM Employee Mileage	\$11,700
	5056	Administrative Employee Mileage	\$7,800 \$1,800
	5057	CRC Employee Mileage	\$1,800
	5060	TCM Employee Background Checks	\$120
	5061	Administrative Employee Background Checks	\$120
	5062	CRC Employee Background Checks	\$120
	5065	TCM Employee Drug Testing	\$120
	5066	Administrative Employee Drug Testing	\$120
	5067	CRC Employee Drug Testing	\$120
	5070	TCM Employee Cell Phone Reimbursement	\$7,800

5100	5072 5098 Repairs 8 5105 5110 5115 5120 5125 5130	CRC Employee Cell Phone Reimbursement Offset from Restricted Funds Total Payroll & Benefits Maintenance to Property & Building Appliance Repairs Building-Exterior Building-Interior	\$1,200 \$0 \$1,208,083 \$0 \$0
5100	Repairs 8 5105 5110 5115 5120 5125	Total Payroll & Benefits Maintenance to Property & Building Appliance Repairs Building-Exterior Building-Interior	\$1,208,083 \$0
5100	5105 5110 5115 5120 5125	Maintenance to Property & Building Appliance Repairs Building-Exterior Building-Interior	\$0
5100	5105 5110 5115 5120 5125	Appliance Repairs Building-Exterior Building-Interior	
	5110 5115 5120 5125	Building-Exterior Building-Interior	
	5115 5120 5125	Building-Interior	\$0
	5120 5125	_	
	5125		\$0
		Cleaning Supplies	\$120
	5130	Common Area Repairs	\$0
		Door Repairs	\$0
	5135	Electrical Supplies/Repairs	\$540
	5140	Floor Covering Repairs	\$840
	5145	HVAC Supplies/Repairs	\$4,800
	5150	Intrusion Alarm Repairs	\$300
	5155	Lighting supplies/Bulbs	\$1,200
	5160	Locks & Keys	\$0
	5165	Maintenance Supplies/Equipment	\$240
	5170	Parking Lot Maint./Repairs	\$120
	5175	Plumbing Supplies/Repairs	\$2,400
	5180	Roof Supplies/Repairs	\$0
	5185	Safety Equipment/System Repairs	\$0 \$0
	5190	Vehicle Servicing/Repairs/Licensing	\$240
			•
	5195	Window/Glass Repairs Total R&M to Property & Building	\$0 \$10,800
5500	Contract	ed Business Services	\$10,600
3300	5505		¢4.200
		Bookkeeping/Accounting Contract	\$4,200
	5510 5512	Cell Phone/Mobile Internet Contract	\$1,020
	5512	Copier/Scanner Contract	\$960
	5515	Fire Alarm Contract	\$300
	5520	Housekeeping/Cleaning Contract	\$4,800
	5530	InfoTech Support Contract	\$21,300
	5535	Internet Contract	\$1,680
	5540	Intrusion Alarm Contract	\$240
	5545	Landscape Maintenance	\$3,600
	5550	Maintenance Contract	\$0
	5560	Pest Control Contract	\$1,440
	5565	Snow Removal Contract	\$1,800
	5567	Software Usage/Support Contract	\$16,560
	5569	Telephone System Support Contract	\$960
	5570	Trash Removal Contract	\$1,800
	5575	Web Site Design/Hosting Contract	\$420
	5579	Rent	\$15,600
	5580	Storage	\$0
		Total Contracted Business Services	\$76,680
5600	Presenta	tions/Public Meetings	. ,
	5605	PSA/Presentations/Publications Expense	\$1,200
	5610	Public Meetings Expenses	\$6,000
	5615	Signage	\$0
	3313	Total Presentations/Public Meetings	\$7,200
5700	Office Ex	- I	Ÿ1,200
3700	5705	Computer Hardware/Software Expense	\$10,380
	5705 5710	Copy Machine Expense	\$10,380 \$0

		Net Income Less Depreciation	\$32,400
		Net Income	(\$0)
		Total Expenses	\$1,436,341
	0320	Total Depreciation	\$32,400
	8520	Vehicles Depreciation	\$ 0 ,000 \$0
	8510 8515	Remodeling Depreciation Equipment Depreciation	\$11,400 \$6,000
	8505	Building Depreciation	\$15,000
8500	Deprecia	tion	
	7698	Offset from Restricted Funds Total Community Resources	(\$5,000) \$0
	7615	Housing Programs	\$5,000
	7610	Public Transit Services	\$0
	7605	Community Inclusion Development	\$0
7600		ity Resources	
		Total Insurance	\$17,655
	6199	Other Insurance	\$ 0
	6150	Broker/Other Fees	\$855
	6120	Building Insurance	\$6,000
	6115	Vehicle Insurance	\$1,800
6100	Insurance 6110	e Liability Insurance	\$9,000
		Total Utilities	\$10,200
	5915	Water/Sewer	\$1,800
	5910	Gas	\$0
5900	5905	Electric	\$8,400
E000	Utilities	Total Other G&A	\$31,323
	5899	Miscellaneous	\$1,224
	5898	Offset from Restricted Funds	\$0
	5870	Community Partnerships/Programs	\$0
	5865	Travel/Lodging/Meals Expense	\$2,400
	5860	Survey Expenses	\$0
	5855	Seminars/Training	\$4,200
	5830	Membership/Association Dues	\$6,600
	5825	License/Certification/Permit Fees	\$240
	5820	Legal/Attorney Fees	\$7,059
	5815	CPA Fees	\$0
	5810	Consulting Fees	\$0
5800	5805	eneral & Administrative Audit Service/Fees	\$9,600
	0.1	Total Office Expenses	\$42,000
	5799	Miscellaneous	\$0
	5735	Telephone Expense	\$7,200
	5730	Printing Expense	\$300
	5725	Postage & Delivery	\$7,200
	5720	Office Supplies	\$15,600
	5715	Office Furniture Expense	\$1,320



RE-ALLOCATION OF RESTRICTED FUNDS

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, Section 205.968, Paragraph 1, defines the Camden County SB40 Board of Directors (dba Camden County Developmental Disability Resources) as a "political subdivision" of Camden County.

WHEREAS, Section 67.030 RSMo states "The governing body of each political subdivision may revise, alter, increase or decrease the items contained in the proposed budget, subject to such limitations as may be provided by law or charter; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year. Except as otherwise provided by law or charter, the governing body of each political subdivision shall, before the beginning of the fiscal year, approve the budget and approve or adopt such orders, motions, resolutions, or ordinances as may be required to authorize the budgeted expenditures and produce the revenues estimated in the budget."

- 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 reallocate restricted funds for current and future use as set forth in Policy 29, Restricted and Unrestricted Funds.
- 2. The reallocation of restricted funds will be reserved for Partnership for Hope Waiver services rendered in 2018 and billed to the Board in 2019:
 - A. For "SB 40 Tax" Program move \$4,350 from the Restricted Transportation Fund (3010) to the Restricted Partnership for Hope Match Fund (3050)
- 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	



OATS FACILITY USE AGREEMENT AND ADDENDUM

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).

- 1. That the Camden County Senate Bill 40 Board (dba Camden County Developmental Disability Resources), hereafter referred to as the "Board", hereby wishes to continue to lease the commercial building space owned by the Board and located at 255 Keystone Industrial Park, Camdenton MO 65020.
- **2.** The Board hereby authorizes the Executive Director to execute a Facility Use Agreement and Addendum with OATS, Inc. (see Attachment "A" hereto).
- **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	
<u> </u>		
Secretary, Vice Chairman, or Treasurer	Date	

Attachment "A" to Resolution 2019-29

FACILITY USE AGREEMENT

This Facility Use Agreement (this "Agreement") is made effective this	day of	
2019 by and between the Camden County Senate	Bill 40 B	oard
("Lessor") and OATS, Inc. ("Tenant"). The parties agree as follows:		

RECITALS:

- Whereas, Lessor is authorized by state statute (Sections 205.968-205.972 RSMo) to provide for the needs of persons with developmental disabilities in Camden County MO
- Whereas Lessor owns property located at 255 Keystone Industrial Park Drive in Camdenton MO and desires to provide office/facility space to Tenant, a Missouri nonprofit corporation, for the purpose of accomplishing its nonprofit, public mission
- Whereas Tenant provides transportation services to individuals with developmental disabilities (as defined by state statute 630.005 RSMo) and the general public
- Whereas the premises located at 255 Keystone Industrial Park Drive is conducive to, and available for, the operations of the Tenant in accomplishing its public mission as a nonprofit entity and Tenant desires to use the premises at 255 Keystone Industrial Park Drive in Camdenton MO for its on-going operations subject to the terms and conditions of this Agreement and all applicable laws and regulations

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

PREMISES. Lessor does hereby lease to Tenant in accordance with the terms and conditions of this Agreement the office and facility space identified as Section "A" (see Attachment "A" hereto) located at 255 Keystone Industrial Park Drive in Camdenton, Missouri.

RENT. Tenant will pay Lessor an amount of \$500 per month due no later than the 15th of each month.

PARKING. Tenant shall be entitled to use designated parking spaces for motor vehicles for the Tenant's own needs and for the needs of those to whom they provide services.

FURNISHINGS. Tenant shall provide their own office furnishings and equipment needs.

ALTERATIONS. Lessor shall have sole and absolute discretion over alterations to the building systems and building structure. Approval of all other interior alterations shall be prior-approved on a case by case basis by the Lessor.

TERM. The term of this Agreement will begin on the 1st day of August 2019 and terminate on the 31st day of December 2020. Lessor and Tenant may extend this Agreement on a month-to-

month basis if the term expires without a new Agreement in place, subject to Lessor approval. Month-to-month terms shall be based upon the same covenants, conditions, and provisions provided in this Lease.

TENANTS RESTRICTED TRANSFER RIGHTS. Tenant shall have no right to sublease the premises, pledge Tenant's leasehold interest as collateral for a loan, assign or sell this Agreement or transfer Tenant's interest in this Agreement to a third party. Any attempted transfer of any interest of the Tenant without Lessor's consent shall be of no force and affect.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Agreement and shall yield possession to Lessor on the last day of the term of this Agreement, unless otherwise agreed to by both parties.

USE OF PREMISES. Tenant shall use the premises for community inclusive transportation services. These services shall extend to individuals with developmental disabilities and the general public. Tenant shall have shared use of Section "B" (aka "main common area") in conjunction with employee or public training, educational events, and other business-related functions. In no event shall the premises be used by Tenant for any other purpose other than the above without the prior written consent of the Lessor.

UTILITIES AND SERVICES. Lessor shall be responsible for payment of all electric, gas, water, sewer, and trash services in connection with the premises located at 255 Keystone Industrial Park Drive. Tenant shall reimburse Lessor for electric and gas services only. Lessor shall invoice Tenant monthly for electric and gas services, and Tenant shall pay these invoices within 30 days of issuance. Tenant shall pay separately for their respective share of office cleaning, phone, and internet services. Lessor shall pay the full cost of lawn care services.

PROPERTY INSURANCE. Lessor and Tenant shall each be responsible to maintain appropriate Personal Property insurance for their respective interests/assets within the premises and property located on the premises. Real property (building) insurance shall be maintained by Lessor.

LIABILITY INSURANCE. Tenant agrees to carry and to pay the premiums for insurance of the following types and for no less than the following limits, and otherwise agrees to the following terms and conditions:

General Liability Policy coverages in amounts not less than the following: \$1,000,000 General Aggregate, Commercial General Liability \$1,000,000 Personal Injury \$1,000,000 Each Occurrence

Lessor shall be named as an additional insured or a loss payee, as the case may be, within Tenant's General Liability insurance policy listed above. Tenant shall furnish to Lessor Certificate of Insurance documenting the existence of the insurance coverages and limits required above within 15 days of the signing of this Agreement. Failure to provide proof of insurance

shall give Lessor the absolute right to cancel this Agreement without cost or penalty to Lessor. Such policies shall, with respect to liability insurance coverage, name Lessor and/or its designee as an additional insured and shall contain a provision by which the insurer agrees that such policy cannot be canceled, materially changed or not renewed without at least thirty (30) days advance notice to Lessor be certified mail, return receipt requested to Lessor at the address set forth within this Agreement, for the Lessor.

INDEMNIFICATION. Tenant hereby indemnifies and holds Lessor, its employees, board members, and assigns harmless from and against any and all claims, damages, liabilities, costs, fines, penalties and expenses, including reasonable attorneys' fees resulting from any claims or allegations of any person or entity which arise out of or in connection with Tenant's negligent acts or omissions.

RIGHT OF ENTRY. Lessor shall have Right of Entry to premises on an as-needed basis. Lessor shall make every effort to inform Tenant of when such entry is desired.

DEFAULTS. Tenant shall be in default of the Agreement if Tenant fails to fulfill any term of this Agreement or other term by which Tenant is bound. Upon being provided notice of such default by Lessor, Tenant shall have 10 days to cure the obligation. If obligation is not cured by Tenant within 10 days of notice, Lessor may take possession of the premises without further notice (to the extent permitted by law), and without prejudicing Lessor's rights to damages. In the alternative, Lessor may elect to cure any default and the cost of such action shall be added to Tenant's obligations under this Agreement. Tenant shall pay all costs, damages, and expenses (including reasonable attorney's fees) suffered by Lessor by reason of Tenant's defaults.

TERMINATION. The terms of this Agreement shall be null and void in the event of: 1) casualty/condemnation of premises, 2) Untenability of the premises as a result of events other than casualty/condemnation, 3) Lessor's or Tenant's breach of its obligation under the lease, or 4) Tenant relocating to another facility for its transportation services program. In the event of Tenant relocating to another facility, a minimum of 30 days prior notice from Tenant to Lessor shall be provided. Tenant agrees to leave premises in good order and repair.

NOTICE. Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lessor: Camden County Senate Bill 40 Board 100 Third St. (Physical) P.O. Box 722 (Mailing)

Camdenton MO 65020

Tenant: OATS, Inc.

2501 Maguire Blvd. (Physical & Mailing)

Columbia MO 65201

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Agreement contains the entire agreement of the parties. This Agreement may be modified or amended in writing if the writing is signed by the parties obligated under the amendment.

SEVERABILITY. Should anyone or more of the sections of this Agreement be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining sections contained herein shall not in any way be affected nor impaired hereby. In addition, if any section hereof is found to be partially enforceable, then it shall be enforced to that extent.

WAIVER. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CUMULATIVE RIGHTS. The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Missouri.

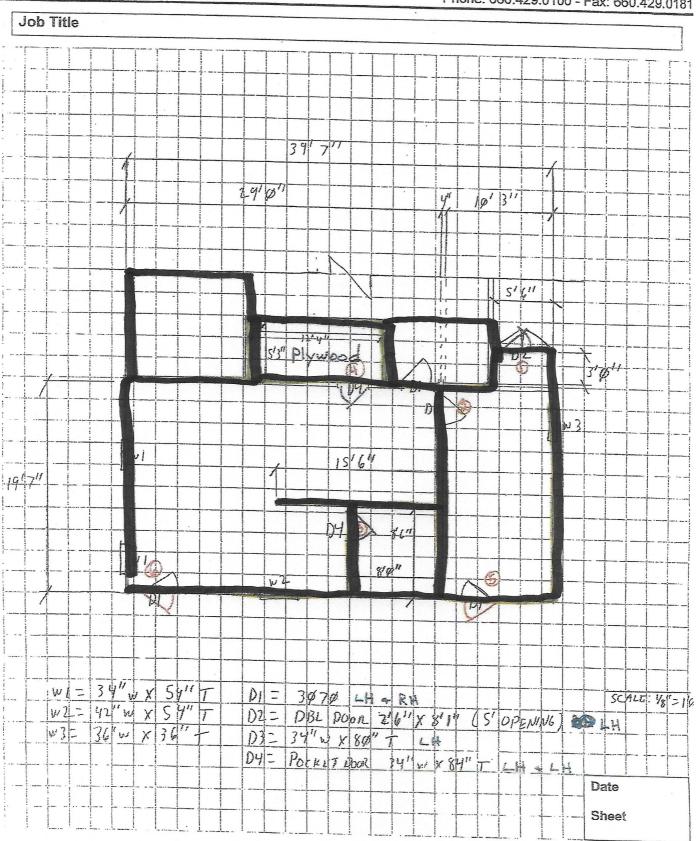
LESSOR:		
Camden County Senate Bill 40 Board		
By:		
(Authorized Signature)		
(Printed Name)	(Title)	
TENANT: OATS, Inc.		
By:(Authorized Signature)		
(Hamonzed Dightture)		
(Printed Name)	(Title)	

Facility Use Agreement Attachment "A"



Section "A"

96 SE 501 Rd, Warrensburg, MO 64093 Phone: 660.429.0100 - Fax: 660.429.0181



ADDENDUM TO FACILITY USE AGREEMENT

•	nt (this "Agreement") for 255 Keystone Industrial
Park Drive, Section "A", is made effective the	aisday of 2019 by 40 Board ("Lessor") and OATS, Inc. ("Tenant").
and between the Camden County Senate Bill	40 Board (Lessor) and OATS, Inc. (Tenant).
RECITALS:	
executed by the Tenant and Lessor in the Fac Lessor continue their partnership in commun County citizens with developmental disabilit	\$500.00 monthly rental charge agreed upon and fility Use Agreement so long as the Tenant and ity inclusive transportation programs for Camden ies. Should the partnership between the Tenant and the will be payable the fifteenth (15 th) calendar day of solution/termination.
LESSOR: Camden County Senate Bill 40 Board	
By:	
(Authorized Signature)	
(Printed Name)	(Title)
THE NAME OF THE PARTY OF THE PA	
TENANT: OATS, Inc.	
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By:(Authorized Signature)	
- · · ·	
(Printed Name)	(Title)



APPROVAL OF TARGETED CASE MANAGEMENT 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 continue providing Targeted Case Management services for qualifying Camden County residents on an ongoing basis in cooperation and conjunction with Department of Mental Health – Division of Developmental Disabilities.

- 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 the continuing commitment to provide Targeted Case Management (TCM) services outlined in the Department of Mental Health Division of Developmental Disabilities (DMH/DD) Contract to Provide TCM Services (see Attachment "A" hereto).
- 2. That the Board acknowledges qualifying Camden County residents' needs are better served by Support Coordinators/Case Managers employed by the Board, and that the Board authorizes the Executive Director to sign and execute the TCM contract as presented or an amended version hereafter to the extent that all conditions remain the same or similar.
- **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 2019-30

State of Missouri Department of Mental Health Contract Amendment	Contract #: ER19915TCM06
Contractor: Camden County DD Board PO Box 722 Camdenton, MO 65020	Contract Description: Targeted Case Management County(ies) Served: Camden Amendment Description: Contract Revisions

The above referenced contract between **Camden County DD Board** and the Department of Mental Health is hereby amended as follows:

- 1. The contract is replaced in its entirety as attached.
- 2. The contract amendment is effective upon signature of all parties.

In witness thereof, the parties below hereby execute this agreement.				
	N I I I I I I I I I I I I I I I I I I I			
Authorized Signature for the Contractor	Name and Title	Date		
	. 177 101	D		
Authorized Signature for the Department of Mer	itai heaith	Date		

1. Introduction and Background Information

- 1.1 The Missouri Department of Mental Health, Division of Development Disabilities (Department), hereby enters into this contract with Camden County DD Board (contractor) for the provision of Targeted Case Management (TCM) services to clients of the Department. For purposes of this contract, the terms "provider" and "contractor" shall be interchangeable.
- 1.2 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.
- 1.3 The Contractor shall promote the values of the Missouri Quality Outcomes in their business practices and the provision of support coordination services. The Missouri Quality Outcomes can be viewed and downloaded from the following internet site: https://dmh.mo.gov/dd/docs/missourgualityoutcomes.pdf.
- 1.4 The contract period shall be upon signature of all parties through June 30, 2022.

2. General Service Requirement

2.1 **Services Provided**

- 2.1.1 The contractor shall provide services for the Department in accordance with the provisions and requirements stated herein.
- 2.1.2 Billable services shall include those services listed on Attachment B, attached hereto.
- 2.1.3 The contractor shall provide services to the following county (ies): Camden

2.2 <u>Certification/Program Standards</u>

- 2.2.1 The contractor shall comply with all applicable requirements of:
 - a. 9 CSR, Division 10, Chapter 5 (General Program Procedures); and
 - b. 9 CSR, Division 45, (Division of Developmental Disabilities); and
 - c. any subsequent revisions or additions to the above.

2.2.2 The contractor shall:

- a. obtain any required certification(s) prior to the actual delivery of services;
- b. maintain any such certification(s) throughout the contract period; and
- c. deliver services in a manner consistent with the treatment principles stated in the certification/programstandards.
- 2.2.3 Missouri Code of State Regulations (CSR's), Certification/Program standards may be viewed and downloaded from the following internet site:

http://www.sos.mo.gov/adrules/csr/current/9csr/9csr.asp

Missouri Revised Statutes (RSMO's) may be viewed/downloaded from the following internet site: http://www.moga.mo.gov/

2.3 **Coordination**

- 2.3.1 The contractor shall fully coordinate all contract activities with those activities of the Department.
- 2.3.2 The contractor shall coordinate delivery of services with the authorizing Division of Developmental Disabilities Regional Office (RO), as required.
- 2.3.3 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.
- 2.3.4 The contractor understands and agrees that electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor. The contractor will ensure email containing confidential information including private health information are protected according to industry standards. In the event the communication contains private health information, this information will be encrypted or otherwise securely communicated.

2.4 **Information and Billing Systems**

2.4.1 The contractor shall utilize the Department's approved computerized systems, as required, for reporting, data collection, and other related activities specified by the Department. The contractor shall ensure that all required information is entered in a timely, accurate manner in accordance with Department specified timeframes.

2.5 **Outcomes Data and Consumer Satisfaction**

- 2.5.1 The contractor shall participate in the collection and evaluation of outcomes data, including consumer satisfaction surveys, as required by the Department.
- 2.5.2 The contractor 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.
- 2.5.3 The contractor shall establish, implement, and monitor a plan of action to improve outcomes and consumer satisfaction, as directed by the Department.

2.6 **Personnel**

- 2.6.1 Contractor staff utilized in the provision of services must be appropriately trained, licensed, certified, and/or credentialed, as specified in Attachment B.
- 2.6.2 All personnel provided by the contractor must have background checks conducted in accordance with RSMo. 630.170 and 9 CSR 10-5.190. The contractor shall be responsible for all costs related to background checks and screenings.

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 Therefore, unless the contractor declares itself to be a Covered Entity as defined in the HIPAA regulations, the contractor shall be a "Business Associate" of the Department as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103 and the contractor shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A.
- 2.7.3 The contractor must notify the Department in writing if declaring itself to be a Covered Entity as defined in the HIPAA regulations.

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.
- 2.9 **Debarment Certification:** The contractor must complete and submit Exhibit #1, Certification Regarding Debarment, prior to award of contract, certifying that the contractor is 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.

3 Specific Service Requirements

3.1 **Implementation**

- 3.1.1 To coordinate a delivery system of services and avoid duplication of services, the Department and the contractor shall exchange planning information at least annually. Information shall include the proposed development of services in the public or private sector, the sharing and exchange of records, reports, incidence studies, needs assessments, census reports, inventories of services, technical assistance, assessed standard means amounts, and other information determined beneficial for implementation of this contract within the limits of Federal and State law.
- 3.1.2 The contractor shall enroll with MO HealthNet Division as a Targeted Case Management (TCM) provider. All applicable Federal and State rules and regulations shall apply to the provision of Medicaid covered services.
- 3.1.3 The contractor shall provide Targeted Case Management services to Medicaid eligible persons and persons who are receiving Parent Advisory Council (PAC) and GR funding.
- 3.1.4 The contractor must provide the individuals/guardians information regarding how to contact the Support Coordinator/TCM office for assistance, including what to do in cases of emergencies and/or after hours. The contractor shall provide the afterhours (24/7) contact number to the Department's Regional Office Director.

3.2 **Referral and Eligibility**

- 3.2.1 In accordance with 9 CSR 45 2.010 (1), the Department is responsible for screening and assessment as part of the intake process and referral of individuals believed to be eligible for services. Contractors who are also SB 40 Boards may work with the regional office to assist with the application part of the intake process. The Department may provide or contract for assessment. The final determination of eligibility for Department services shall be the responsibility of the Department.
- 3.2.2 After the RO determines initial eligibility, the referral packet (Attachment F) shall be mailed or electronically transmitted to the contractor. The contractor shall assign a Support Coordinator for the individual within five (5) business days. Until the contractor receives the complete referral packet as defined by 9 CSR 45-2.010 through 2.020 and DOR 4.040, the individual is not a client of the contractor. The Regional Office will send the referral packet to the contractor within three (3) days of eligibility determination.
- 3.2.3 Upon receiving an administrative transfer request for an individual, the contractor shall reply to the RO within three (3) business days. The contractor shall conduct a file audit review form (Attachment G) prior to transferring a record in order to ensure all required items are included.

3.3 Targeted Case Management (TCM)

- 3.3.1 The contractor shall provide TCM services to <u>Medicaid eligible persons</u> as follows:
 - a. Assessment identifying the need for medical, social or other services and completing related documentation, and gathering information from other sources.
 - b. Development of an individual support plan Based on information collected through the assessment, develop service goals and identify a course of action to address the medical, social, and other services

- the eligible individual needs, with active participation of the eligible individual (or authorized healthcare decision makers) and others to respond to assessed needs.
- c. Referral and related activities to help eligible individuals obtain needed services This includes activities that help link with medical, social or educational providers or other programs that are capable of providing needed services to address identified needs and achieve goals in the individual support plan.
- d. Monitoring and follow-up activities, including activities and contacts that are necessary to ensure that the individual support plan is effectively implemented and is adequately addressing the individual's needs, which may include contacting the individual's family members or service providers, or other entities or individuals to help determine whether:
 - 1. Services are being furnished in accordance with the individual support plan;
 - 2. The services in the individual support plan are adequate;
 - 3. Changes in the individual's needs or status exist;
 - 4. Proper documentation is maintained;
 - 5. Individual's rights are protected.
- 3.3.2 The contractor shall comply with the applicable Centers for Medicare and Medicaid Services (CMS) rules, Missouri State Statutes and Code of State Regulations. The Department will seek input from the contractor when they are considering a change to the Code of State Regulations as applied to TCM.
- 3.3.3 The contractor's Support Coordinators shall successfully complete Department approved competency-based training, as outlined in Attachment H of this contract.

3.4. <u>Targeted Case Management Infrastructure</u>

- 3.4.1 The contractor shall provide adequate infrastructure to ensure efficient and effective:
 - a. Supervision of support coordination services and staff,
 - b. Recruitment, orientation, and training,
 - c. Business office operations, and
 - d. Internal monitoring and quality management systems.

3.5 **Funding**

- 3.5.1 The contractual obligations of the Department and contractor are conditional upon annual appropriations from the General Assembly and the contractor. Should the appropriation or funding be withheld, unauthorized or not appropriated, the contractor may in whole or in part limit the transfer or admission of additional individuals or return individuals to the Department for TCM services. Should the contractor's funding be withheld, unauthorized or not appropriated, the Department shall contact the contractor and develop a plan to establish TCM services.
- 3.5.2 The contractor shall electronically invoice MO HealthNet Division for TCM services based on the Medicaid approved rate in effect for the date of service and in accordance with Federal and State Medicaid rules and regulations. The contractor may invoice TCM services to MO HealthNet Division using the Department's information system or use another information system to invoice TCM services directly to MO HealthNet Division.
- 3.5.3 The contractor will receive from MO HealthNet the full reimbursement for TCM services paid by MO HealthNet Division. The contractor shall be responsible for the accuracy of billings to MO HealthNet Division and shall be liable for any denials or recoupment for failure to comply with applicable Medicaid rules and regulations.
- 3.5.4 The state funding to support state share costs of TCM services is limited by an allocation formula calculated quarterly each fiscal year. The allocation formula is based on 1 FTE per 35 Medicaid eligible individuals. The Division will allocate state share funding to support 120 hours per month per calculated FTE at the fiscal year TCM rate to be calculated quarterly based on the eligible caseload for that quarter. The annual allocation is the sum of the four quarters. The annual allocation for each provider will be adjusted down by a prorated amount of the total allocation amount which is in excess of the available

TCM state match funding. Any remaining under allocation amount will be netted against over allocation amounts. Each TCM provider's paid claims based on check dates within the fiscal year will be compared to its total allocation to determine any amount owed the Department.

- 3.5.5 The Department shall invoice the contractor at least 30 days in advance, any projected State share of Medicaid payments made to the provider within the state fiscal year which are in excess of the contractor's allocation. The contractor shall deposit the funds with the Department in advance of the Medicaid payments made to the contractor which exceed their allocation.
- 3.5.6 The contractor shall comply with 42 CFR 433.50 and 42 CFR 433.51 regarding intergovernmental transfer of funds.
- 3.5.7 The contractor shall be paid a rate established by the Division for TCM services which is in compliance with the approved Medicaid State Plan.

3.6 **Quality Assurance**

- 3.6.1 The contractor and Department shall ensure that individuals that are Medicaid eligible are provided due process and an opportunity for a fair hearing in accordance with the requirements of 42 CFR 431, Subpart E.
- 3.6.2 The contractor shall provide services in support of each individual's Individualized Service Plan (ISP) based on a person-centered planning process.
- 3.6.3 The contractor's Support Coordinators shall sign a Confidentiality Statement to safeguard the use or disclosure of information concerning applicants and eligible individuals and county and state records and information.
- 3.6.4 The Department and the contractor shall share all information related to abuse/neglect investigations at the time when they are initiated, quality assurance, and enhancement plans and any other information necessary for the contractor to properly carry out its TCM service responsibilities.
- 3.6.5 The Department will retain the responsibility for investigating abuse and neglect allegations in accordance with State law and regulation. In accordance with §630.167 RSMo the contractor may obtain a redacted copy of a Department abuse and neglect investigative report once the report is final. The contractor is obligated by statute to keep such information confidential. Support Coordinators employed by the contractor are mandated reporters of suspected abuse or neglect under State law and shall report to the RO such suspected abuse/neglect as occur in Department contracted settings as required by State law and regulation.
- 3.6.6 Should the contractor determine that services are not being furnished in accordance with the plan of care or that services provided are inadequate in terms of quality, the contractor may intervene to address the problem. The contractor shall submit documentation to the Department for entry into the Actions Plan Tracking System (APTS) database so that the contractor and the Department may jointly address issues through the Quality Enhancement process.
- 3.6.7 The contractor and Department shall have a TCM satisfaction survey process for the individuals it serves to determine the individuals' level of satisfaction with the services provided. The survey results shall be shared between both parties on an annual basis.
- 3.6.8 In accordance with Health, Safety and Rights assurances set forth by the Centers for Medicaid and Medicare Services (CMS) for 1915c waivers operated by the Division of Developmental Disabilities, TCM Support Coordinators shall complete electronic Health Inventories with initial placement, annually, and with significant health changes for individuals receiving residential services through DMH Division of Developmental Disabilities. (Excluding Residential Care Facilities not funded by DD and all Skilled Nursing Facilities).
- 3.6.9 The TCM Support Coordinator shall ensure that identified areas through the Health Identification & Planning System (HIPS) Quality Enhancement (QE) Registered Nurse (RN) process requiring a plan of action are developed and are electronically entered into the HIPS CIMOR system. Once the HIPS Action Plan is fully implemented, the support coordinator will sign off validating implementation of all action steps and electronically forward to the QE RN for review and validation in the HIPS CIMOR system. They should also monitor for completion of the Action Plan component of HIPS. The HIPS is a quality integrated

function designed to safeguard individuals through discovery and remediation of unmet health support needs. The HIPS process is made up of the following components: Health Inventory, Nurse Review, and Nurse Review Action Plan. The contractor's Support Coordinator shall assure that each indicator marked on the Health Inventory is addressed in the Individual Support Plan (ISP). The Health Inventory prioritizes individuals who need significant supports for optimal health; then assures those supports are in place by their service provider through a professional nursing review and action planning process. Once the HIPS Action Plan is fully implemented, the contractor's Support Coordinator shall sign off in CIMOR validating implementation of all action steps.

- 3.6.10 TCM Support Coordinators assigned to individuals identified to participate in the Health Risk Screening Tool (HRST) Pilot shall complete HRST Rater training and facilitate completion of the HRST tool in lieu of the Health Inventory requirements as stated above. The TCM Support Coordinator shall ensure that identified areas through the HRST process requiring a plan of action are developed and issues remediated. The TCM support coordinator shall ensure that identified services and support needs are incorporated into the individual support plan and shall monitor progress to ensure identified needs are being addressed through support monitoring. The TCM support coordinator shall ensure that any identified need for nursing services and supports are requested through Utilization Review (UR).
- 3.6.11 The contractor shall ensure that the TCM support coordinator reviews the provider's monthly documentation, to include reviewing the Community RN (Registered Nurse Oversight) Monthly Health Summary for individuals receiving DD residential placement services as listed in Attachment E.
- 3.6.12 The TCM contractor shall comply with and meet performance requirements in accordance with the Centers for Medicare and Medicaid Services (CMS) 1915 (c) Waiver Sub-Assurances as listed in Attachment C.
- 3.6.13 The contractor shall provide the Division a report of provider outcomes and continuous quality improvement efforts at the end of each fiscal year quarter.
- 3.6.14 The RO will discuss performance issues with the contractor as they arise, in accordance with Attachment D.
- 3.6.15 Depending on the type, scope, duration, or severity of the issue(s), an agency may be placed on an Improvement Plan or Critical Status Plan.

3.7 **Performance Measures**

- 3.7.1 The contractor shall assign a Support Coordinator for the individual to be served within five (5) business days.
- 3.7.2 The contractor shall develop an initial, individual support plan within thirty (30) calendar days of the contractor's receipt of a complete referral packet.
- 3.7.3 The contractor shall update the individual's support plan on, at least, an annual basis.
- 3.7.4 A written performance measure report shall be maintained by the contractor and shall be available for review or submitted to the Department upon request. Performance measures are:
 - a. Upon acceptance of an eligible individual, a Support Coordinator shall be assigned for the individual to be served within five (5) business days.
 - b. An initial individual support plan shall be developed within thirty (30) calendar days of the contractor's acceptance of the referral.
 - c. The individual support plan shall be updated at least annually or when warranted by changes in the waiver participant needs.
- 3.7.5 All individuals receiving TCM services shall receive an annual satisfaction survey.
- 3.7.6 Information from the quarterly waiver performance measure reports will be communicated to the contractor when applicable in relation to the contractor's role. The information shared, supports remediation of identified areas for improvement to meet the established CMS waiver assurances.
- 3.7.7 If the contractor is accredited for TCM services, the contractor's report of accreditation shall be on file with the Department.
- 3.7.8 The contractor shall meet CMS assurance requirements related to TCM (Attachment C).

3.8 **Information Exchange**

- 3.8.1 The contractor shall provide contractually required information to the Department's RO in an electronic format unless the contractor agrees to enter this information directly into the Department's database.
- 3.8.2 The contractor shall submit copies of annual and updated ISPs to the authorizing RO as requested. ISP signature pages may be requested for audit purposes.

3.9 <u>Service Requirements</u>

- 3.9.1 The contractor shall meet the requirements specified in Department's Targeted Case Management Technical Assistance Manual. The Manual is located at the following Internet link: http://dmh.mo.gov/docs/dd/tcmtamanual.pdf
- 3.9.2 The contractor shall meet the requirements specified in the Department Support Coordination Manual. The Manual is located at the following Internet link: http://dmh.mo.gov/dd/manuals/scmanual.html
- 3.9.3 The contractor shall meet the requirements specified in the Individual Support Plan Guide as required by 42 CFR 441.301.
- 3.9.4 The provider shall comply with the requirements and expectations specified in Division Directive 3.020, Individual Support Plan Monitoring and Review. The Division Directive 3.020, Individual Support Plan Monitoring and Review can be viewed and downloaded from the following internet site: https://dmh.mo.gov/dd/docs/directive3020.pdf.
 - a. The Department reserves the sole right to make updates, changes, additions, deletions or other specific modifications to Division Directive 3.020, with prior notice to the provider. Additionally, the Department reserves the right to make Division Directive 3.020, and any updates thereof, available to the provider in an online format.
- 3.9.5 The contractor shall meet the requirements specified in Attachment B.
- 3.9.6 The contractor shall have all applicable licenses/accreditations/certifications, as required by the Department.
- 3.9.7 The contractor shall maintain employee files which document, at a minimum, the employee's:
 - 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 9 CSR 10-5.190.
- 3.9.8 The Department reserves the right to review the contractor's employee files pertaining to information cited in paragraph 3.9.7.

3.10 **Documentation of Services**

3.10.1 The contractor shall document and maintain records of services provided. Service records shall be provided to the Department upon request and shall comply with 13 CSR 70-3.030. http://www.sos.mo.gov/adrules/csr/current/13csr/13csr.asp

3.11 **Uniform Cost Report (UCR)**

- 3.11.1 The contractor shall submit to the Department an annual Uniform Cost Report (UCR), using a format established by the Department, documenting the contractor's actual costs incurred in the provision of services during a specific fiscal/business year. The contractor shall submit its UCR within the timeframe identified by the Division. The Department shall provide the contractor with a Uniform Cost Report format and standardized instructions for completion.
- 3.11.2 If contractor fails to submit an annual Uniform Cost Report (UCR) to the Department within the required timeline, the Department shall suspend contractor's payment ninety (90) days after notice to comply has been given. The contractor may request an extension due to extraordinary circumstances that would

impact their ability to complete the Uniform Cost Report. The extension shall be submitted prior to the expiration date of the notice.

4. General Contractual Requirements - TCM

4.1 **General**

- 4.1.1 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 to individuals of the Department by the contractor.
 - a. 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 in accordance with the provisions of Section 4.2.
 - b. The contract shall be amended by mutual agreement of the parties to ensure that all provisions are compliant with state and federal law.
- 4.1.2 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that these may be applicable.
- 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 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.5 By signing this contract the contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR 76) are not suspended or debarred from contracting with the federal government.
 - 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.
 - b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.6 The Department enters into this contract by the authority of its director. The contractor enters into this contract individually or, if incorporated, pursuant to and by authority of its board of directors.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

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 The contractor understands and agrees that authorization for the Department to contract for the services required herein is granted each fiscal year by the Office of Administration and that authorization for additional contract periods requires the annual renewal of the authorization.
- 4.2.3 The contractor understands and agrees that 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 costs 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 contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.

- c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.4 Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment.
- 4.2.5 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.
- 4.2.6 The Department shall have the right, at its sole option, to consolidate all or portions of related service contracts into a single contract.
- 4.2.7 The contract may be terminated by either party, by giving sixty (60) days advance written notice to the other party at its principal address. 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 individuals before the end of the sixty (60) day period.
- 4.2.8 The Department may terminate the contract for breach of contract by providing the contractor with a written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Payments for services delivered after the termination shall not be made beyond the date of termination unless contractor is requested to provide transition services as provided in 4.2.12 in which case contractor will be paid for transition services at the contracted rate.
- 4.2.9 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 hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.
- 4.2.10 In the event of termination all individual records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- 4.2.11 Upon termination of the contract, the contractor shall maintain, store, transfer, and provide for the authorized release of all individual records developed by the contractor as a direct requirement of this contract. The contractor agrees that upon termination of the contract the Department shall have access to all individual records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all individual records and documents prepared or developed as a result of the contract.
- 4.2.12 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 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.
 - b. The contractor shall agree to continue providing 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 at the contracted rate.
 - 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 contractor may subcontract for the services/products required herein with prior written approval from the Department.

- 4.3.2 The contractor understands and agrees that utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services 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 understands and agrees that 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 By signing this contract the contractor certifies that the contractor has no other contractual relationships which create any actual conflict of interest. The contractor further agrees that 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 CFR 441.301 (c) (1) (vi) Providers of HCBS for the individual, or those who have an interest in or are employed by a provider of HCBS for the individual must not provide case management or develop the person-centered service plan, except when the State demonstrates that the only willing and qualified entity to provide case management and/or develop person-centered service plans in a geographic area also provides HCBS. In these cases, the State must devise conflict of interest protections including separation of entity and provider functions within provider entities, which must be approved by CMS. Individuals must be provided with a clear and accessible alternative dispute resolution process.
 - a. If the TCM entity is providing both TCM and waiver services to the same individual, the individual will have to choose that provider for either TCM services or waiver services.
 - b. The Support Coordinator will educate and inform the individual on choices of TCM entities and waiver providers to prevent conflicted arrangements.
 - c. If the individual chooses the TCM entity to become their service provider, the individual's TCM services will be transitioned to another TCM provider within 30 days.
 - d. If the transition exceeds 30 days, the contractor shall notify the Department in writing.
- 4.4.3 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. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.4 In accordance with state law, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities related to development, review, approval or oversight of the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract. Therefore, 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.
- 4.4.5 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 with the proposed grantee. 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.

- 4.4.6 The contractor shall represents 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.
- 4.4.7 The contractor must have a conflict of interest policy.

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 by signing this contract that it is presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have all licenses and/or certifications current 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 further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contractor understands and agrees that by signing this document, they certify the following:
 - a. The contractor shall only utilize 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) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable laws of the 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.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 4.6.3 The contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to the aforementioned. The contractor shall authorize and direct all custodians of records of their taxes, FICA and other employee benefits to release information to the Department upon request.
- 4.6.4 The contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

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 this contract between the Department and the contractor.

4.8 **Financial Requirements**

- 4.8.1 Payments due under the terms of the contract shall be made by the Department or the MO HealthNet Division upon receipt of a properly itemized invoice.
 - a. The contractor shall submit their invoices in a timely fashion 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 invoice for services provided at the contracted price(s). Unit prices charged the Department shall be no greater than those charged to the general public for the same service.
 - c. The contractor shall not invoice federal or state tax.
- 4.8.2 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 individuals under contract with the Department which is:
 - 1. in excess of the contracted rate less payments by the individual, 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.
- 4.8.3 In accordance with 9 CSR 10-31.011, the contractor shall apply to the costs incurred for providing services to the individual the benefits received or available on behalf of or to the individual 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 individual or other payment sources.

4.9 **Insurance**

- 4.9.1 The contractor understands and agrees that the Department and the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees 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 individuals, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.
- 4.9.2 The contractor shall be responsible for all injury or damage as a result of the contractor's negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. 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 assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent 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.

- 4.9.3 Notwithstanding the language in this contract set forth above in the Paragraphs 4.3.4, 4.5.3, 4.6.3, 4.8.2 and 4.9.1, the parties recognize that certain 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 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 contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri.
- 4.9.4 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. Proof of insurance coverage shall be submitted to the Department as requested.

4.10 **Human Rights**

- 4.10.1 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 individual grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The person in charge shall cooperate fully with any subsequent Department investigation of the grievance.
- 4.10.2 If this contract is federally funded, the contractor shall abide by the provisions of the Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke, which is incorporated herein as if fully set out.
- 4.10.3 The contractor shall comply with all applicable provisions of the Civil Rights Act (45 CFR 80) and the Age Discrimination in Employment Act of 1967 (45 CFR 90).
- 4.10.4 In compliance with Governor's Executive Order #87-6 (Art. XIII); Federal Executive Order 11246 as amended; Section 503 of the Rehabilitation Act (45 CFR 84) as amended; Vietnam-Era Veterans Readjustment Assistance Act as amended, 38 U.S.C. 4212 (formerly 2012); and the Americans with Disabilities Act of 1990; contractors that employ fifty (50) or more persons shall comply with the above state and federal regulations which require non-discrimination in employment and delivery of services.
 - a. In addition to the above, the contractor shall make the following human rights assurances:
 - 1. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, physical ability, veteran status or age.
 - 2. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified status of physical ability.
 - 3. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between the ages of forty (40) and seventy (70) and where such contractor employs at least twenty (20) persons.
 - 4. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the contractor or subcontractor is at least \$10,000 within a fiscal year.
 - 5. If applicable, to develop, implement and maintain an affirmative action program if at least fifty (50) persons in the aggregate are employed. For the purpose of this contract, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, origin, religion, age, physical ability and Vietnam-era veteran status. Such an Affirmative Action Program shall include:
 - aa. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - bb. The identification of a person designated to handle affirmative action;
 - cc. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;

- dd. The exclusion of discrimination from all collective bargaining agreements; and
- ee. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- c. 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.
- 4.10.5 The contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (Public Law 101-336) (28 CFR 35), which prohibits discrimination against people with disabilities in employment, services, transportation, public accommodations, communications and activities of state and local government. The contractor's failure to comply with this act may result in termination of the contract. The contractor shall notify the Department immediately of any allegations, claims, disputes, or challenges made against the contractor concerning this act.
- 4.10.6 Disclosure of information, by either party to the contract, concerning a individual 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.

4.11 Recordkeeping and Reporting Requirements

- 4.11.1 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 individuals served, individual progress and other relevant records. The contractor shall submit itemized reports, records and information at the request of the Department.
- 4.11.2 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.
- 4.11.3 The contractor shall provide the Department with access to its individuals and individual 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.
- 4.11.4 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 within the six year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.
- 4.11.5 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.
- 4.11.6 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.

4.12 **Notification Requirements**

- 4.12.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a individual.
- 4.12.2 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 individual or misuse of individual funds/property.
- 4.12.3 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
- 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.

4.13 **Miscellaneous**

- 4.13.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.13.2 The Department may require the attendance of a representative of the contractor at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.13.3 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 individuals cannot be adequately assured.
- 4.13.4 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.
- 4.13.5 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.

- 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.
 - 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, 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. <u>Permitted Uses and Disclosures of Protected Health Information by the Contractor:</u>

- 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, 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.
- 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. <u>Obligations of the Department:</u>

- 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 <u>Expiration/Termination/Cancellation</u>

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: Service Requirements

1. Qualifications of Providers

- a. In addition to Regional Offices, SB40 Boards and other not-for-profit TCM providers may be designated as qualified TCM providers. Support coordinators employed by these entities must meet the minimum experience and training qualifications as follows.
- b. Support coordinators shall meet qualifications as per Medicaid State Plan; 42 CFR 483.430; 9 CSR 45-3.010(1) (D); The Medicaid Waiver Manual; Person Centered Planning Guidelines, and the TCM Contract with Missouri Division of Developmental Disabilities. Background screenings are identified in 9 CSR 10-5.190; and Support Coordinator training requirements are described in the TCM Contract.
- c. The Medicaid State Plan on file with, and approved by, the Centers for Medicare and Medicaid (CMS) requires case managers (support coordinators) employed by a provider of Targeted Case Management to have the following qualifications:
 - A Registered Nurse license; or
 - A Bachelor's degree from an accredited college or university
- d. Case managers employed by a qualified provider on or before June 30, 2018 shall remain qualified.

2. Support Coordination Competencies

- a. The Medicaid service program is named "Targeted Case Management". The service provided, however, is broadly described as <u>support coordination</u>. Under the TCM program, support coordinators are responsible for ensuring that individual receiving supports have access to and receive services that meet their needs. The support coordinator is also responsible for monitoring the effectiveness of the services and supports being given. Support Coordinators shall possess, demonstrate, and implement the following core competencies listed below;
 - 1. **Foundational Values, Beliefs and Skills -**Be knowledgeable and adaptable professionals, demonstrating ethical behavior and professionalism across all core competency areas.
 - **Disability Values and Knowledge:** Understand and articulate the philosophies and practices related to supporting individuals with disabilities, *and* the various systems that establish and ensure services and supports align with these paradigms
 - **Self-Awareness:** Recognize and respond to any personal or professional values or behavior that may interfere with the ability to provide supports in an ethical, unbiased, and culturally competent manner
 - **Professionalism:** Continually develop and utilize personal and professional skills in a responsible and responsive manner to meet both regular and unexpected work tasks
 - 2. **Engagement -** Develop and maintain a relationship with the individual and their team that facilitates effective communication and collaboration to promote well-being
 - **Relationship-Building:** Establish collaborative, professional relationships that are built on mutual respect and trust with the individual and others on the support team
 - **Communication:** Use positive and respectful verbal, non-verbal, and written communication in a way that can be understood and facilitates coordination between all members of the team
 - **Holistic Perspective of Person:** Identify and address the physical, social, emotional, behavioral, and spiritual well-being of the individual across all life stages and quality of life areas
 - 3. **Empower -** Enhances the individual's capacity for self-direction through ensuring awareness of rights and responsibilities, and facilitating access to resources.
 - **Advocacy**: Support the individual to continually increase self-direction by equipping him/her to speak for him/herself with providers, family members, community, and others *and* by promoting systems change that removes barriers to self-determination

- **Education:** Educate the individual and all support team members regarding individual rights and responsibilities *and* resources and options, including their related benefits and risks
- **Capacity Building:** Increase individual autonomy, resiliency, and skill sets by identifying and providing the appropriate level of support in each circumstance
- 4. **Explore and Plan -** Engages the team in a person-centered planning process that results in an integrated and comprehensive plan that is reflective of and responsive to the strengths, interests, needs, and desired outcomes of the individual in all areas of their life.
 - **Exploration and Assessment:** Facilitate identification and articulation of personal goals, as well as supports and services that will assist the individual to achieve those goals
 - **Plan Development:** Collaboratively develop a person- centered plan that is a comprehensive reflection of the individual with a related plan for services and supports
 - **Implementation:** Assist the individual to set goals, and to identify and make informed choices regarding strategies to achieve his/her goals
- 5. **Connect to Integrated Supports and Services -** Assist the support team to cultivate an array of resources that meet the needs of the person, including paid and non-paid supports.
 - Navigate: Support the individual to identify and access needed resources, supports, and/or services relevant to the current and upcoming life stage and the cultural context of the individual
 - **Inform:** Explain services and service terms to the individual being supported and the support team
 - **Network:** Develop and leverage personal and professional knowledge and relationships that will facilitate opportunities for the individual to make connections and access integrated supports
 - Negotiate: Assist the individual to overcome barriers to receive needed services
- 6. **Facilitate Long-Term Services and Supports -** Facilitates the exploration and acquisition of paid supports from a variety of funding sources, and monitors for quality services that maximizes the use of support dollars to meet identified goals and minimize risks.
 - **Gather and Assess Information:** Formally and informally gather, review, and analyze information from a variety of sources, utilizing the results to track progress and collaboratively guide support work
 - **Monitor and Manage Risk:** Objectively identify potential for positive and negative outcomes, working to maximize individual progress and satisfaction and minimize/prevent abuse, neglect, exploitation, or other negative outcomes
 - **Resource Management and Stewardship:** Facilitate the utilization of available support dollars from a variety of funding sources to allow for timeliness of service delivery in accordance with an individual's justified needs and identified goals

3. Documentation

- a. Much of the time a support coordinator spends in documenting can be included with the previously mentioned activities; e.g., the time spent writing an ISP can be logged under "planning". The service code for documentation may be used when the time spent writing cannot conveniently be included with another activity. Documentation time which can be billed to MO HealthNet under the TCM program includes maintaining appropriate records in accordance with federal/state programs, policies, and procedures. This would include obtaining necessary releases and otherwise ensuring the confidentiality of all written and verbal discourse. See Section XIII, Logging and Documentation, for more information.
- b. Examples: Writing letters, memoranda, notes, transfer summaries, and discharge summaries.
- c. Documentation: The case note, plus the related documentation (e.g., the summary). The case note should include identifying information that assists in locating the corresponding document. For example,

"transfer summary written. See summary date 1/11/12 located in the individual's file.

4. Transition/Transfer of Case Responsibility

- a. This is an instance where two support coordinators from different Division of DD TCM agencies may be providing a certain amount of TCM services necessary for the individual transferring from one TCM entity to the receiving TCM provider. For instance, transfers of files may be necessary or making contact with providers to acquaint them with the change.
- b. Another example where there may be a case transfer from one TCM entity to another is when an individual moves to another part of the State.
- c. For TCM activities involving support coordinators from the sending and receiving entities, the following conditions shall apply to billable services:
 - 1. During the period of case transfer, there may be billable activities from each TCM entity that are viewed as independent. In these instances, close communication between these support coordinators is essential to ensure TCM activities that will be billed by both entities are independent and not duplicative in any way. This distinction must be documented in each logging case note. For example, the sending TCM support coordinator may engage in activities specific to transferring the case to the receiving TCM entity (closing the case). The receiving TCM support coordinator may be completing activities to become more familiar with the individual and the services the person receives (opening the case).
 - 2. When TCM activities of the support coordinator from one provider cannot be distinct or independent from that of the support coordinator from the other provider, only one support coordinator may log billable TCM for the activities. This requires close communication between the two support coordinators as to who will log billable TCM and the other non-billable. For example, if both Division of DD support coordinators from the sending and receiving TCM entities attend the same planning meeting and serve the same function in support of the individual, only one support coordinator can log billable TCM and the other would log using a non-billable TCM code.
 - 3. There are two HCPCS codes in the Medicaid Information System (EMMIS) applicable to Division of DD TCM claims: G9012HI (Other Specified Case Management-5 minute unit); and G9012HITS (Other Specified Case Management-Case Transfer Follow up Services-five (5) minute unit).
 - Transfers When One TCM Entity Uses CIMOR for Logging and the Other Does Not Regional Offices, some County Boards, and other Not-for-Profit TCM agencies use CIMOR for logging. For TCM entities that utilize the CIMOR system for case management logging, the support coordinator should use logging code 000040 when completing applicable billable TCM activities associated with transferring an individual's case to a TCM entity that does not utilize CIMOR for logging. This applies no matter which way the transfer goes; until the transfer is complete. Logging the 000040 code in CIMOR (which maps to G9012HITS for claims to MO HealthNet) will generate a bill which will keep the other TCM entity's billing from failing as a duplicate service.
 - Transfers When Both TCM Entities Use CIMOR for Logging
 If both sending and receiving TCM agencies use CIMOR for logging applicable billable TCM
 associated with transfer of case responsibility, the support coordinators from both agencies will
 need to communicate to determine who will log billable case management using the 000040 code
 in CIMOR, while the other support coordinator would use another billable TCM code in CIMOR, to
 prevent TCM claims failing as a duplicate service.
 - Transfers When Neither TCM Entity Uses CIMOR for Logging
 For case transfer among County Board TCM entities that use a different system other than CIMOR for TCM logging and submitting TCM billing claims to MO HealthNet, the support coordinators from both agencies will need to communicate to determine who will log billable case management using the G9012HITS code, while the other support coordinator would use another billable TCM code, to prevent claims failing as a duplicate service.
 - It is expected that the transition/transfer of case responsibility should be completed within thirty (30) days.
 - Transition/Transfer of Case documentation: Enter a case note. Each case note entry must

describe/justify the need for the dual support coordinator responsibility. Further, as applicable for both support coordinators submitting billable logging, explain the difference in TCM service provided and that it is not a duplication of service.

5. Individual Transition from an Institution

a. Support coordinators may support an individual who is transitioning to a community living arrangement from a Title XIX (MO HealthNet) certified nursing home or habilitation center. Services may be logged not to exceed the last one hundred eighty (180) consecutive days the person was in the Title XIX facility, but must not be billed until after the date of discharge to community services.

6. Case Closure

- a. Case closure involves terminating a person from the service delivery system.
- b. Example: Completing discharge summaries or other forms for recording the individual's removal from the services delivery system. Sometimes this is done as a result of the individual's death. Although case closure services provided after the date of death should be logged, the support coordinator should prevent the service being billed to MO HealthNet by logging with a non-billable code.
- c. Documentation: A case note, plus a discharge summary, etc., in the individual's file.

7. Non-billable Case Management Services

- a. Sections V through XII of this manual explain various ways support coordinators can determine for themselves what is and is not billable to MO HealthNet. Specific criteria for billable TCM must be met and documented. Such criteria are explained in later sections of this manual. Certain activities are sometimes billable and other times not. The support coordinator must learn the difference and, if the criteria are not met, log with a non-billable code.
- b. Documentation: The case note needs to be clear as to what was done and why the non-billable code was entered.

8. DD Person Centered Planning and ISP Mentoring

- a. TCM agencies can use an administrative code that will allow experienced support coordinators and/or quality management staff to mentor another support coordinator by assisting with the facilitation and development of an ISP. This type of planning cannot effectively be learned using only traditional training techniques. The purpose of this administrative code is to enable the Division of DD to track time which, while not billable as TCM, is administratively necessary for assuring ISPs are developed with the necessary level of quality.
- b. Examples: Assisting a support coordinator to facilitate a Person Centered Planning meeting and/or develop the ISP. The experienced staff may demonstrate the desired methods and techniques, then observe a return demonstration. Time logged for this code will not be billed as TCM.
- c. Documentation: Enter a note to describe the ISP Mentoring activity.

ATTACHMENT C: CMS SUB Assurance Requirements

- 1. Level of Care (LOC): An evaluation for LOC is provided to all applicants for whom there is reasonable indication that services may be needed in the future.
- 2. Level of Care (LOC): The levels of care of enrolled participants are re-evaluated at least annually or as specified in the approved waiver.
- 3. Level of Care (LOC): The processes and instruments described in the approved waiver are applied appropriately and according to the approved description to determine participant level of care.
- 4. Participant Centered Planning and Service Delivery: Service plans address all participants' assessed needs (including health and safety risk factors) and personal goals, either by the provision of waiver services or through other means.
- 5. Participant Centered Planning and Service Delivery: The state monitors service plan development in accordance with its policies and procedures.
- 6. Participant Centered Planning and Service Delivery: Service plans are updated/revised at least annually or when warranted by changes in the waiver participant needs.
- 7. Participant Centered Planning and Service Delivery: Services are delivered in accordance with the service plan, including the type, scope, amount, duration, and frequency specified in the service plan.
- 8. Participant Centered Planning and Service Delivery: Participants are afforded choice between waiver services and institutional care and between/among waiver services and providers.
- 9. Participant Safeguards: The state, on an ongoing basis, identifies addresses and seeks to prevent the occurrence of abuse, neglect, and exploitation.
- 10. Participant Safeguards: The State establishes overall health care standards and monitors those standards based on the responsibility of the service provider as stated in the approved waiver.

ATTACHMENT D: Performance Plans

1. Targeted Case Management Improvement Plan:

- a. If the Department determines that the Contractor is not in compliance with any term of this Contract, written notification will be sent by the Department to the Contractor and a corrective action plan will be developed.
- b. Issues may include:
 - 1. Issues repeatedly occurring regarding TCM required functions
 - 2. Failure to comply with all training requirements within the specified time frames.
 - 3. Refusal to allow Department access to records.
 - 4. Lack of follow up on issues (e.g., medical, safety, individual funds, services, & staff, maintaining a safe and clean environment, complaints, etc.)
 - 5. (CMS) 1915 (c) Waiver Sub-Assurance performance requirements are repeatedly not being met
 - 6. Remediation in accordance with (CMS) 1915 (c) Waiver Sub-Assurance performance requirements has not occurred within ninety (90) days.
 - 7. Impeding an individual's freedom of choice of providers and/or services.
 - 8. Failure to ensure that the individual supported is not unduly influenced by the Support Coordinator.
 - 9. Failure to submit reports and documentation within required timeframes.
- c. The Regional Office TCM Technical Assistance Coordinator (TCM TAC) staff will notify and discuss this Improvement Plan development with the provider. Within ten (10) business days of notification, an improvement plan will be developed by the provider for addressing these issues, and will be submitted to the Regional Office for approval.
- d. The organization will be responsible for submitting actions within set time frames but not to exceed thirty (30) calendar days.
- e. Improvement Plans will be reviewed at least every 30 calendar days for progress and updated as needed. Improvement Plans must meet the identified target dates in the plan, but no longer than ninety (90) calendar days. If there are extenuating circumstances that require additional time, the Regional Office may consider extending the timeframe.
- f. The Improvement Plan should be time-limited and should not exceed a six (6)-month target. The plan includes all significant issues, along with progress made, and may include positive findings.
- g. An Improvement Plan may be elevated to a Critical Status Plan at any time if lower level Improvement Plan issues are not resolved, or if the provider has multiple infractions that lends to a higher concern.

2. Targeted Case Management Critical Status Plan:

- a. The Critical Status Plan involves issues of a critical or serious nature. A Critical Status Plan will be developed under the following circumstances:
 - 1. Failure to comply with the requirements of the Improvement Plan;
 - 2. A significant issue related to health, safety, and/or rights for an individual occurs;
 - 3. Failure of the appropriate preparation, prevention or response to a naturally occurring or unexpected event that poses a threat to the health or welfare of the individual (e.g. death, serious accident, flood, power outage);
 - 4. Reviews show a consistent or continued lack of internal quality assurance activity/action, resulting in reliance on external quality activities of regional office, and making improvements only at that time.
 - 5. Failure to report suspected Abuse and Neglect and /or failure to cooperate with an Abuse and Neglect investigation.
 - 6. TCM provider not assisting in the development and/or implementation of the Improvement Plan.

- 7. Issues in the Improvement Plan are not resolved.
- b. TCM TAC will develop or update the Critical Status Plan within ten (10) business days of notification that a plan is required. Designated staff shall distribute the plan to the TCM provider and appropriate Regional Office staff. TCM TAC staff will update the Critical Status tracking form. A copy of the plan shall be placed in the TCM provider file. The Critical Status Plan may include increased monitoring and/or other activities by the Regional Office.
- c. The Regional Office will send a copy of the Critical Status Plan to the related SB 40 Board funder.
- d. Critical Status Plans will be reviewed at least every thirty (30) calendar days for progress and updated as needed Improvements must meet the identified target dates in the plan, but no longer than ninety (90) calendar days. If there are extenuating circumstances that require additional time, the Regional Office may consider extending the timeframe.
- e. The Critical Status Plan should be time-limited and should not exceed a six-month target. The plan includes all significant issues, along with progress made, and may include positive findings. If appropriate progress is made and the areas of concern corrected, the plan may continue in the category of a TCM Provider Improvement Plan for no less than three (3) months to assess that the improvements are maintained.
- f. If progress is not made as outlined in the Critical Status Plan or within six (6) months, the Regional Director will consider the situation and decide what further action will be taken which could result in adverse action including termination of contract.

3. Critical Status Appeal Process

- a. The decision to place a TCM provider on a Critical Status Plan may be appealed to the Division Director/designee within thirty (30) calendar days of the TCM provider being notified of the status by the Regional Office. The appeal must be in writing and can be submitted either electronically or via regular mail. The following should be included in the appeal request:
 - 1. The name of the TCM provider;
 - 2. The name of the person requesting the appeal;
 - 3. The circumstances which placed the organization on the Critical Status Plan;
 - 4. The reasons for appealing the decision; and
 - 5. Any documentation that supports the TCM provider's position
- b. The Division Director/designee will respond to the appeal within fourteen (14) business days with a decision. The Division Director's decision is final.

4. Sanctions

- a. If it is found that a Contractor does not meet performance standards, due to the failure to meet performance objectives or requirements of the contract, the State may take any or all of the following actions independently or in combination:
 - 1. The provision of technical assistance and/or mandated consultation with representatives designated by the Division.
 - 2. Issuance of a letter of noncompliance.
 - 3. Placement on an improvement or critical status plan.
 - 4. Suspension of payment to the Contractor pending contract compliance. Criteria for suspension of payment includes;
 - There are multiple issues identified from reviews conducted by the Division, MO HealthNet, Missouri Medicaid Audit and Compliance, or accreditation surveys.
 - There are repeated critical status plans, and/or improvement plans; two (2) or more of any of these plans over a period of two (2) years.
 - Failure to implement improvement or critical status plans within the required timelines.

- A critical incident occurred resulting in death or injury of the individual due to contractor's failure to meet requirements.
- There is a lack of follow up on issues, such as; No documentation or evidence of support monitoring contacts/visits for two (2) or more months for residential services and one quarter for non -residential services.
- Failure to submit an annual Uniform Cost Report (UCR) to the Department within the required timeline.
- Failure to comply with the contract.
- b. Contract termination or nonrenewal.

ATTACHMENT E: TCM Support Coordinator Review and Responsibilities for Community RN (Registered Nurse Oversight) Monthly Health Summary Documentation

Shall include:

- 1. Assurance that the TCM support coordinator has signed the Community RN Monthly Health Summary indicating their review.
- 2. TCM support coordinator verification that the provider's qualified professional manager has reviewed and implemented any needed action as represented by the qualified professional manager's signature on the Community RN Monthly Health Summary document.
- 3. TCM support coordination monitoring of documentation to assure that any identified health needs and recommendations from the Community RN Monthly Health Summary are resolved.
- 4. TCM support coordination entry into APTS regarding all identified health issues and support issues identified from the Community RN Monthly Health Summary including resolution.
- 5. Incorporation of health and support issues into the individual support plan when indicated.
- 6. TCM support coordination follow-up with the provider when Monthly Community RN Monthly Health Summary documentation is not available for monthly review to determine why the documentation is not available.
- 7. TCM support coordination reporting to the Regional Office Technical Assistance Coordinator (TCM TAC) when documentation is not available and assistance is needed with resolution, if there are identified patterns of concern, or if it is discovered that the provider does not have a Community RN to provide the service.
- 8. For individuals receiving ISL residential services- when an individual's health requires more nursing hours than the Community RN can provide through the distribution of existing authorized hours, the TCM support coordinator will submit the need and request for additional funding in accordance with the Utilization Review Process (9CSR 45-2.017 Chapter 2). TCM support coordinator will identify in the individual support plan the purpose and corresponding objective for the additional nursing service and a time period that the service is needed. If approved, an addendum to the plan documenting authorization of the additional hours will be completed. If not approved, the plan should incorporate other methods for addressing the needs.

ATTACHMENT F: TCM Referral Packet

The TCM Referral Packet shall include:

- 1. Current contact information including home address and phone number;
- 2. Admission Documents;
- 3. Current health records as available;
- 4. Eligibility Review Documents, including description of
 - a. Eligible diagnosis
 - b. Functional limitations
 - c. Supporting documentation for all diagnoses
 - d. Adaptive Behavior assessment (MOCABI, Vineland, etc.)
 - e. Any other assessments available
- 5. Individual Support Plan Documents, if applicable, including:
 - a. Current Individual Support Plan and any amendments since last Plan
 - b. Budgetary Documents
 - c. Current case notes (last six (6) months)
 - d. Last six (6) months of monthly/quarterly reviews, if applicable
 - e. Last six (6) months of service monitoring case notes, if applicable
 - f. Prioritization of need and UR recommendation form
- 6. If the RO has in its possession legal documents, including but not limited to guardianship papers, records of arrests, pending criminal charges or convictions, orders of protection, court ordered custody, burial plans, wills, trusts, life insurance, and other documents pertinent to the referral, they shall be included in the Referral Packet.
- 7 The contractor shall document and maintain records of services provided. Service records shall be provided to the Department upon request and shall comply with include 13 CSR 70-3.030.
 - a. the service type and number of units provided;
 - b. the activity related to the personal plan;
 - c. the date of service and the start and end times;
 - d. the name of the staff person providing the service;
 - e. the name of the individual receiving services;
 - f. the location where services were provided;
 - g. the signature and title of the program supervisor/provider; and
 - h. other information deemed necessary by Department.

ATTACHMENT G: File Audit Review Form

STATE OF MISSOU DMH – DIVISION O TRANSFER FORM	RI F DD – REGIONAL OFFICES	Date Submitted: Transfer Type: Services Case Management Only			
Name:	DMH ID Number:				
Date of Birth:	Medicaid Number:				
Medicare Number:	ISP implementation da	te: Guardian Status:			
Individual's New Ad	dress (Include City, State, Zip Cod	e):			
County: Telephone Number (include area code):					
Parent/Guardian/Best Informant/Name & Address (Include City, State, Zip Code):					
Parent/Guardian/Bo	est Informant Phone (Include are	ea code):			
Transfer <u>FROM</u> (RO _/	TCM): Transfer	<u>TO</u> (RO/TCM):			
Principle Diagnosis	w/ code: Services	Authorized and/or projected:			
Funding Source:	e: Medicaid Waiver Slot #:				
Was individual on th	e Waiting List: (provide date pla	aced on Waiting List, PON Score, and service(s) needed:			
Brief Update (ie. Rea	son for moving, concerns/issues r	eceiving area should know about):			
File Audit Checklist:					
_	on (including ICD-0 codes and collater nents (including MOCABI/Vineland)	 Waiver Choice Statement □ Provider Choice Statements ral) □ Budgetary Documents (approved UR/ISL budgets) □ PON and UR Recommendation form □ Last 6 months of monthly/quarterly reviews 			
File Audit Completed	d by:	Pate File Audit Completed:			
Transition Meeting l	Date: T	ransfer Effective Date:			

Attachment H: Targeted Case Management Staff Development

1. Definitions:

- a. E-Learning: (Electronic Learning): Education offered using electronic delivery methods such as web-based learning, computer-based learning, virtual classrooms, and digital collaboration. It includes the delivery of content via Internet, intranet/extranet (LAN/WAN), audio- and videotape, satellite broadcast, interactive TV, CD-ROM, and more. E-Learning enables training managers to develop, deliver, manage, and track a wide variety of learning experiences and administrative reporting tasks. It significantly expands the access to creative learning materials, and at the same time provides a vehicle to ensure greater compliance and control over the legal standards of quality training in government work.
- b. Guided Retraining: One-on-one support coordinator training conducted by a lead support coordinator, under the supervision of the support coordinator's supervisor.
- c. In-Service: An activity designed to enhance and improve competencies for support coordinators to perform their present jobs or to prepare them for additional job duties or promotional opportunities. Training courses shall be available on-line and in a classroom format.
- d. Learning Management System (LMS): E-Learning website system that tracks both on-line training and presenter-led classroom training. The system will also schedule, remind, and provide course assessment and feedback tools.
- e. Personal Account: e-Learning visitors have a personal landing page that organizes their individual learning materials, stores completed courses for future reference, archives certificates of completion and records their progress on current learning activities.
- f. Support coordinator: Staff employed by Department Regional Offices, SB 40 Board and other not-profit agencies contracted with the Department, Division of DD to provide TCM for individuals eligible for Regional Office services. To be qualified as a Support Coordinator for TCM services, staff must meet the minimum experience and training qualifications for the Department's position of Support Coordinator I.
- g. Targeted Case Management (TCM) Provider: The Department's Division of Developmental Disabilities' Regional Offices, SB-40 Boards, and Not-for-Profit agencies contracted by the Division of DD, who provide TCM for individuals eligible for Regional Office services.
- h. Testing Out: When a Support Coordinator leaves and returns to employment as a Support Coordinator, he/she is required to re-train and test if they have been gone for more than one year. Under a year, the Support Coordinator has the option of "testing out" without going back through the manual modules and the training. Current Support Coordinators have the option of "testing out."

2. Required Skill Based Support Coordinator Training for New Hires

- a. The contractor may use other Support Coordination curriculums/processes for items a c with prior written approval from the Department's Division of DD Director or designee. Additional written approval from the Department's Division of DD Director or designee will be obtained by the contractor prior to any significant changes to the curriculums/processes. The Department will provide its TCM E-Learning curriculum to the contractor for use with other E-Learning systems.
- b. The contractor shall provide additional training for all changes to the Support Coordination Manual (SCM).
- c. The contractor shall provide training regarding Abuse & Neglect every two (2) years.
- d. The contractor shall provide orientation and training for Support Coordinators as detailed below.

1. Within The First Thirty (30) Calendar Days:

• The contractor shall conduct orientation for Support Coordinators within the first thirty (30) calendar days of employment.

2. Within The First Six (6) Months:

• The contractor shall conduct Support Coordination Manual Training within the first six (6) months of employment.

Support Coordination Manual Training

- SCM A Philosophy & Values (On-line and/or Classroom)
- SCM B: Learning the Basics (On-line and/or Classroom)
- SC Competencies (Attachment B : Service Requirements)
- SCM B (2): Service Monitoring (On-line and/or Classroom)
- SCM- B (3): Employment Initiative (On-line and/or Classroom)
- SCM C: Admission & Discharge (On-line and/or Classroom)
- SCM D: Self Directed Services (On-line and/or Classroom)
- SCM E: Support Planning Process (On-line and/or Classroom)
- SCM F: Funding Basics (On-line and/or Classroom)
- SCM G: Funding (On-line and/or Classroom)
- SCM H: Medicaid Waiver (On-line and/or Classroom)
- Information regarding Center for Medicare and Medicaid Services (CMS) Support Coordinator Training can be found at: www.hcbsassurances.org/index.html.
- SCM I: Community Living (On-line and/or Classroom)
- SCM J: Quality Enhancement (On-line and/or Classroom)
- SCM K: Abuse & Neglect (On-line and/or Classroom)
- SCM L: Legal and Advocacy (On-line and/or Classroom)
- SCM M: Logging

3. Competency Level - 80% minimum.

- The contractor's support coordinators shall successfully complete the TCM testing by the end of their first six (6) months of employment.
- If a test(s) is not passed the first time, supervisor or designee will give a second, handwritten test. The second set of tests is available at the local RO. If using the e-Learning system, the training information for the second set of tests requires results to be manually entered into the e-Learning system for training tracking. If the person fails twice, they need to go back through the section(s) and re-train with guidance from the supervisor. If the person fails the third time, it is at the discretion of the contractor as to what further training is required. An option may be Guided Retraining.
- The training record belongs to the Support Coordinator and follows them from one TCM provider to another.
- When the contractors Support Coordinator leaves and returns to employment as a Support Coordinator, he/she is required to re-train and test if they have been gone for more than one (1) year.
- Course requirements may be noted on a support coordinator's Performance Plan. New or revised Federal, State or county policy and procedures may result in additional training requirements as relevant.
- The contractor may require a support coordinator to participate in further training or one-on-one mentoring following completion of an on-line course to increase a support coordinators targeted case management competency.
- The Learning Management System (LMS) shall be used to track all training for those participating in e-Learning. The support coordinator's certificate of attendance and/or the supervisor's access to training history lists on e-Learning shall be used as a tracking mechanism to validate attendance. Agencies not participating in e-Learning shall have a tracking system in place to ensure training requirements have been met.
- The local Regional Office (RO) TCM Technical Assistance Coordinator is the contractor's contact for the training process.

Exhibit # 1

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</u> <u>Lower Tier Covered Transactions</u>

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.

Name and Title of Authorized Representative		
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 <u>List of Parties Excluded from Procurement</u> 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.