

**DEVELOPMENTAL DISABILITIES RESOURCE BOARD OF ST. CHARLES COUNTY  
FY 2004 RESIDENTIAL START-UP CONTRACTURAL AGREEMENT**

With  
**SAMPLE AGENCY**  
123 Street, Suite #  
St. Charles, MO 63301

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**THIS CONTRACT**, made and entered into this 1st day of July 2003, by and between the Developmental Disabilities Resource Board of St. Charles County, a government body organized pursuant to Sections 205.968 through 205.972 of the Revised Statutes of Missouri, hereinafter referred to as "BOARD or DDRB" and -----, a not for profit Missouri corporation, organized and operated under the provisions of Chapter 355 of the Revised Statutes of Missouri, hereinafter referred to as "AGENCY." Any written notice or communication to the AGENCY shall be mailed or delivered to:

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

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

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

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

**FUND ALLOCATION FOR SERVICES RENDERED BY AGENCY**

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

**1. RFP Funding Guidelines.** As outlined in the Start-up Funding policy, the Funding Guidelines of the DDRB and all funding policies are to be taken as a part of this formal contract.

**2. Fund Allocation:** As outlined in the Start-Up Funding Policy.

**3. Billing.** As outlined in the Start-Up Funding Policy. Requests are limited to the actual/direct cost of the item and cannot include allocation of indirect or administrative costs.

**4. Payment.** Checks, in payment for reimbursement will be mailed the 20<sup>TH</sup> of the month if the invoice is received by the 10<sup>th</sup>, or mailed the 5<sup>TH</sup> of the new month if the invoice is received by the 25<sup>th</sup>. All invoices for FY04 services rendered are due to the DDRB by close of business August 31, 2004.

**5. Bidding Requirements.** Any piece of equipment purchased with funds provided to the AGENCY under this Contract costing one thousand dollars (\$1,000.00) or more shall be subject to public bid in accordance with Missouri statutes. All bids must accompany receipts for reimbursement of such items.

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

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

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

#### OTHER TERMS OF THE CONTRACT

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

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

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

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

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

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

**7. Indemnification.** The AGENCY agrees to hold harmless, defend and indemnify the DDRB for any and all liability or damages, including but not limited to personal injury and/or property damage stemming from any acts, negligence, misfeasance or omissions arising out of the AGENCY'S performance of this Agreement. The AGENCY agrees it has or shall obtain liability insurance, including a blanket fidelity bond, in form and amount sufficient as determined by the DDRB pursuant to this clause for indemnification, and that it shall provide the DDRB with documentation evidencing this insurance.

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

Page 3 of 3

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

- a. The Board of the AGENCY must vote in an open session of a Board meeting to appeal the decision of the DDRB.

b. Within 60 days of the DDRB's decision, a letter must be received by the DDRB from the President of the AGENCY stating the AGENCY'S decision to appeal and a copy of the minutes of the Board meeting stating the vote of the Board to appeal.

c. The letter from the President of the AGENCY must state, in specific terms, the reason(s) for the appeal.

d. The DDRB will review the appeal and provide a written response within 60 days from receipt of appeal.

**10. Term.** This Contract commences on the 1st day of July, 2003, and remains in effect until the 30th day of June, 2004, unless sooner terminated pursuant to agreements contained herein. The laws of the state of Missouri shall govern the interpretation, validity, performance and enforcement of this Agreement.

**11. Notice.** Any written notice or communication to the DDRB shall be mailed or delivered to the Developmental Disabilities Resource Board of St. Charles County, 2840 Executive Drive Suite 208, St. Charles, MO 63303

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

*IN WITNESS WHEREOF*, the parties hereunto set their hands:

**AGENCY**

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

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

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

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

Attest: \_\_\_\_\_  
DDRB Executive Director/Date

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
DDRB Project Manager/Date