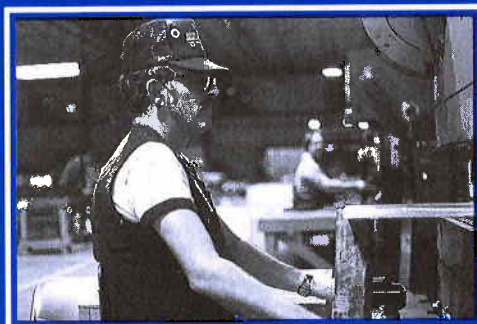
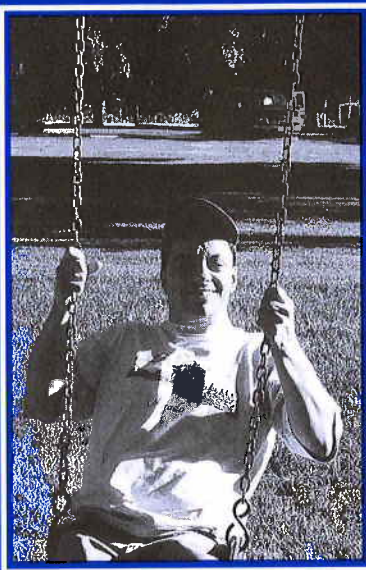


A MACDDS REPORT

Number 2
November, 1996



MISSOURIANS WITH DEVELOPMENTAL DISABILITIES:
THE POTENTIAL IMPACT OF GOVERNMENTAL REFORMS

-FROM CONCEPT TO ACTION

-BRINGING IT ALL BACK HOME

INTRODUCTION:

This report is the second document developed and adopted by the Missouri Association of County Developmental Disabilities Services (MACDDS) detailing the association's position on governmental reforms and service delivery to Missouri's children and adults with developmental disabilities and their families. The report was requested by Senator James L. Mathewson, President Pro Tem of the Missouri Senate, who said in a letter to MACDDS President, Wes Buffington, *"I can insure you that my colleagues and I are genuinely concerned about the impact of looming Medicaid reform on the lives of Missouri children and adults who are recipients of Medicaid support. As I see it, one very vulnerable group of Missouri citizens is those who are mentally retarded or otherwise developmentally disabled."*

The report explains in detail a process which allows local, county-based governmental entities (SB40 Boards) and/or their legal agents, in partnership with state agencies, to accept more responsibility for comprehensive service delivery utilizing the principles of "managed care" and "one-stop shop" practices.

This report presents an example of the provision of services through partnership with the Missouri Department of Mental Health, Division of Mental Retardation and Developmental Disabilities. However, the concepts and mechanisms described herein have the potential to apply to any state agency which desires to build local partnerships. As multiple state services to citizens with MR-DD are brought together through this "one-stop" approach, greater responsiveness, efficiencies, and single stream funding are achievable locally.

While County Boards & their affiliate networks already serve thousands of Missouri citizens with developmental disabilities, it is probable that the fundamental shift of control of service delivery from state-staffed to community-based organizations will be gradual, perhaps over a 10-15 year period. Specialized technical and management training will be required to assure a successful transition and positive outcomes for people served.

Why "Bring it all back home"?

"Times ----- they are a changin'" could be taken as an understatement in this swirling atmosphere of government reform.

In October, 1996, MACDDS presented a report to Senator James L. Mathewson, President Pro Tem of the Missouri Senate, exploring many facts related directly to serving people with mental retardation and other developmental disabilities as we approach the twenty-first century.

- ⌘ Federal resources (such as Medicaid) will slow in growth during the next decade.
- ⌘ 80% (73,000) of persons with MR/DD in Missouri are not currently being served by the MR/DD division of the Department of Mental Health. Of the twenty percent that are currently served by the system, about one-half receive "case management" services only.
- ⌘ The current MR/DD service delivery system in Missouri is often fragmented. This fragmentation occurs among state agencies as well as local service providers.

Many ideas to improve efficiency and economy in the delivery of human services have emerged from the health care industry. States are experimenting with a variety of "pilot" projects to determine:

- ⇒ What principles of "managed care" are easily transferable to the long-term care needs of citizens with developmental disabilities?
- ⇒ What organizational designs promise greater efficiency and economy in delivering long-term care services?
- ⇒ What is the role of the primary consumer (direct participant)? Can that role be strengthened? What "outcomes" do participants expect from providers of service?
- ⇒ What general governance or safeguards need to be in place to assure taxpayer protections from misuse of public funds/trust?

⇒ What "outcomes" should the general public and taxpayers expect as a result of their private (contributions) or public (taxes) investment?

The Missouri Association of County Developmental Disability Services (MACDDS) believes in and strongly encourages the development of locally-based and managed MR/DD service delivery systems that establish an organizational culture which:

- ◇ has a legal basis for existence in Missouri statute;
- ◇ allows local people to provide local solutions to local problems;
- ◇ embraces the individuals with disabilities and their families as central to the services/supports to be received;
- ◇ ensures a choice and variety of services whether delivered through a primary source provider or multiple providers;
- ◇ demonstrates a commitment to high quality outcomes for service participants in keeping with nationally recognized accrediting standards and Missouri certification principles; and
- ◇ promotes the coordination and cooperation of Federal/State and local agencies and organizations in achieving greater economies and efficiencies in the delivery of services.

How to “Bring it all back home”?

In considering the “specifics” of “how to” shift service delivery authority and funding from the State to a local level many areas must be considered. Decision makers should look at:

A. Administrative/Management Issues

- Legal Authority(ies)
- “Certified” county status
- State and County roles defined by formal contractual agreements

B. Service/Support Issues

- Scope/Choice
- Local/State Responsibilities
- Referral

C. Outcome/Program Evaluation Issues

- Individual Outcomes
- Contractual Outcomes
- Systems Outcomes

A. Administrative/Management Issues

1. Legal Authority(ies)

Missouri statutes and the Code of State Regulations currently contain many statements of legislative intent and authority to allow SB40 County Boards, and/or their legal agents to accept State/Federal funds to purchase/provide community-based services for the county’s (or counties’) citizens with developmental disabilities.

To wit:

CCSHB 1724, Relating to the provision of services by the State Department of Mental Health states:

Chapter 630.060: "The department shall seek and encourage cooperation and active participation of communities, counties, organizations, agencies, private and not for profit corporations and individuals in the effort to establish and maintain quality programs and services for persons affected with mental disorders, developmental disabilities or alcohol or drug abuse. The department shall develop programs of public information and education for this purpose."

Chapter 633.010, 2. The powers, functions and duties of the division shall include the following:

(7): "Cooperation with **nonstate governmental agencies** and the private sector in establishing, conducting, integrating and coordinating mental retardation and developmental disabilities programs and projects."

Chapter 633.025: "The division may provide habilitation and such related services directly or through contracts with an appropriate residential facility, day program or specialized service licensed and funded by the department."

Chapter 633.030, 1.2.5 (a) (b): "1. The department shall prepare a state plan to secure coordinated mental retardation and developmental disabilities habilitation services accessible to persons in need of them in defined geographic areas, which plan shall be reviewed and revised annually.

2. The state plan shall include, but not be limited to, the following:

(1) A needs-assessment of the state to determine underserved, unserved and inappropriately served populations and areas;

(2) Statements of short-term and long-term goals for meeting the needs of currently served, underserved, unserved or inappropriately served populations and areas of the state;

(5) Descriptions of the following:

(a) Methods for assuring active consumer-oriented citizen participation throughout the system;

(b) **Strategies and procedures for encouraging, coordinating and integrating community-based services, wherever practicable, to avoid duplication by private, not for profit and public state and community-based providers of services."**

Chapter 633.105: "The regional centers shall be the entry and exit points in each region responsible for securing comprehensive mental retardation and developmental disability services for clients of the department. The center shall carry out this responsibility either through contracts purchasing the required services or through the direct provision of services *if community-based services are not available, economical or as effective for the provision of the services."*

Chapter 633.115, 1 (2): "The regional center shall secure services for its clients in the least restrictive environment consistent with individualized habilitation plans. As a result of its comprehensive evaluation, the regional center shall utilize the following entities to secure services:

(2) Agencies serving mentally retarded or developmentally disabled persons in which the client would be eligible to receive available services or in which services could be made available to the client through the purchase of assistive or supportive services."

HB228, Relating to State-Local Technical Services

Chapter 67.330: "It is hereby declared the policy of the general assembly of the state of Missouri that all forms of contractual and cooperative services that promote the economy and efficiency of operations of local government should be encouraged. Sections 67.330 to 67.390 may be cited as "State-Local Technical Services Act"."

9 CSR 25-2, Relating to Fiscal Management and Purchase of Service Contracting. "The 85th General Assembly appropriated fiscal year 1991 funds for the department's Division of Developmental Disabilities to enter into contracts beginning July 1, 1990 with county boards created under sections 205.968 - 205.972 RSMo. The county boards, contracting as affiliated community services providers, will provide services to persons with developmental disabilities."

25-2.005, (2) (A)(F)(M): (2)(A) "Affiliated community service provider, an entity so designated by the Department Mental of Health - 1) to provide, directly or by purchase from community providers, for clients of the Division of Mental Retardation and Developmental Disabilities a **comprehensive array of services or for a comprehensive array of services for clients of the Division of Comprehensive Psychiatric Services under Chapter 632; and 2) to provide community support program services to clients referred by a Department of Mental Health facility. Affiliated community service providers are independent contractors providing a consortium of services for clients of the Divisions of Comprehensive Psychiatric Services and Mental Retardation and Developmental Disabilities";**

(F) "Comprehensive array of services, for the Division of Comprehensive Psychiatric Services, it is the capacity of an agency to provide services, including mental health evaluation and assessment services, individual and group therapies, day treatment, medical services, administrative coordination, case management, information and education services and general access to or provision of inpatient care on both a scheduled and twenty-four (24) hour-a-day basis; **for the Division of Mental Retardation and Developmental Disabilities, it is the capacity of an agency to provide services including, but not limited to, assessment services, counseling, respite care, recreation, habilitation, training, vocational rehabilitation, residential care, homemaker services, developmental day care, sheltered workshops, referral to appropriate services, placement and transportation.**"

(M) "Non-competitive negotiation, the process set out in this chapter where the Divisions of Comprehensive Psychiatric Services and Mental Retardation and Developmental Disabilities negotiate with affiliated community service providers."

A. 2. **"Certified" County Status**

In order to receive a delegation of authority from the state to operate and fund a comprehensive array of services for persons with developmental disabilities, an SB40 County Board and/or their legal agents must meet certain criteria. The state should **consider**:

- ◆ the ability of the entity to provide, subcontract, or develop the necessary array of services;
- ◆ the stability of the entity as indicated by its historical service provision;
- ◆ the community-based nature of the service;

- ◆ the ability of the entity to utilize funding to respond to identified service needs to the greatest number of persons eligible with quality and cost-effectiveness.

Specifically, the state should require the following of "certified" counties:

- a) All service programs purchased/provided by the SB40 County Board and/or their legal agents shall be licensed, certified or otherwise accredited, as appropriate.
- b) The entity must show evidence of proper insurance coverages/indemnity and give other assurances to comply with State/Federal regulations such as OSHA, EEOC, IRS, Wage & Hour, to name a few.
- c) The entity must possess or acquire a management information system capable of segregating costs of services, persons served, duration of services and other required data.
- d) The entity must agree to provide/purchase services in accordance with the Missouri Certification Principles for persons with Developmental Disabilities.
- e) The entity must assure a mechanism for input and involvement in planning programs from persons served and their families.
- f) The entity must be able to qualify under various mechanisms to receive Federal Medicaid funding or other State/Federal funds.

A. 3. Formal Contractual Agreements

It is anticipated that contracts will contain a variety of provisions from county-to-county depending upon the scope and nature of services to be purchased/provided by the individual county. At a minimum the contract should contain:

- × a description of what programs/services are to be provided;

- ✗ the amount of funds authorized;
- ✗ the process to be used for dispute resolution; and
- ✗ a description of the outcomes expected for the taxpayers investment.

Please see an example of an ACSP contract & renewal included as **Appendix A** (page 15).

B. Service/Support Issue

The vision of MACDDS is to assure individual or family centered, locally efficient and effective, coordinated human service system for people with developmental disabilities. To achieve this objective, MACDDS proposes the establishment of a "Certified" County option of service delivery:

- In such a system, the local entity (SB40 County Board and/or its legal agents) should purchase/provide through a variety of funding mechanisms that maximize local, State, and Federal tax funds, and donor funds thru matching or leveraging:
 - a comprehensive array of individual and family support services, and, as appropriate, participant-driven;
 - community living services;
 - employment-related services;
 - early childhood services;
 - service coordination;
 - other "participant" services as identified through annual needs assessment and "grass roots" planning; and/or
 - offer greater opportunities for coordination and collaboration with other human service delivery systems in communities throughout Missouri.
- In such a system, the State entity should:
 - be responsible for determining the status of eligibility for all persons participating in the services;
 - develop incentives to encourage counties to attain "certified" status;

- contract or provide essential staff training and other forms of technical assistance;
- conduct investigations of abuse/neglect allegations;
- monitor the application of Missouri Certification Principles;
- monitor the use of State/Federal funds;
- provide regionally-based, limited-access facilities and care for persons with developmental disabilities who are dangerous to themselves or others who have been convicted of crimes against persons and not currently suitable for community membership; and/or
- maintain a state-wide directory of services available by county and utilization of services to aid in the referral process (similar to one-stop vocational shops).

C. Outcome/Program Evaluation Issues

“Everything Counts” may be the best way of describing outcome management. In evaluating a “certified” county option it is important to look at some key indicators. At a minimum, these may include:

1. **Are the participants achieving their goals through an individual service plan *designed within the constraints of available financial resources*?**
 - ◆ Are they satisfied with their services?
 - ◆ Are they safe and healthy?
 - ◆ Do they have a choice of services?
 - ◆ Do they participate in the life of the community?
2. **Are the contractual obligations between the state and county being met?**
 - ◆ How many people received services?
 - ◆ Was the county responsive to requests for services?
 - ◆ Did the State determine eligibility in a timely manner?

- ◆ Did the county receive timely payment for services rendered?

3. Is the “certified” county option working?

- ◆ Has the number of “certified” counties increased each year through active recruitment by the State?
- ◆ Are counties/community-based services becoming more comprehensive?
- ◆ Have other state agencies (other than DMH) also developed intergovernmental agreements with local counties and/or their legal agents?
- ◆ Has the rate of out-of-home placements decreased?

Services to persons with developmental disabilities and their families.

Bringing it all back home.

FLOWCHART

LEGAL AUTHORITY



- Step 1 The Missouri Legislature should produce a written statement of intent or establish statutory authority to allow the transfer of funding/accountability to local community-based SB40 County Boards and/or their legal agents. Likewise, the County Boards and/or their legal agents should also establish in writing its' acceptance of this responsibility.

"CERTIFIED" COUNTY

STATUS



- Step 2 Achieve "Certified" County status by meeting or exceeding criteria jointly established by State agencies & MACDDS.

CONTRACTUAL AGREEMENT



- Step 3 Define and delineate the role of the State and the role of the community-based entity through contractual agreement and mutually establish desired written outcomes. (See Appendix A)

FUNDING



- Step 4 Establish the level of funding commitment and cash flow on a monthly basis.

SERVICE



- Step 5 Serve people!

OUTCOMES



- Step 6 Produce and disseminate outcome statements/results together with certified financial audits.

APPENDIX

“A”

CHILDREN'S THERAPY CENTER
OF PETTIS COUNTY, INC.
AFFILIATED COMMUNITY SERVICE PROVIDER AGREEMENT

I. PREAMBLE

WHEREAS, the Division of Mental Retardation and Developmental Disabilities, hereinafter referred to as "THE DIVISION," is one of the three major divisions of the Department of Mental Health, THE DIVISION's primary mission, through its regional centers, is to serve persons with developmental disabilities as defined in Section 630.005, RSMo. 1986 (as amended). The Legislature imposed upon THE DIVISION certain responsibilities, powers, functions, and duties, as set forth in Chapters 630 through Chapters 633.160, RSMo. 1986 (as amended), in order that it may attempt to fulfill its primary mission, and WHEREAS

It is the public policy of the State of Missouri that all forms of contractual cooperative services which promote the economy and efficiency of operations of local government should be encouraged; and

It is the responsibility of THE DIVISION to cooperate with non-state governmental agencies and the private sector in establishing, conducting, integrating, and coordinating mental retardation and developmental disabilities programs and projects; and

The Department of Mental Health seeks and encourages cooperation and active participation of communities, counties, organizations, agencies, corporations, and individuals in the effort to establish and maintain quality programs and services for persons affected by developmental disabilities; and WHEREAS

The Pettis and Saline County Boards, hereinafter referred to as "THE COUNTY BOARDS," were established by the voters of the respective counties for the purposes of providing facilities and services to developmentally disabled and other handicapped persons within said counties. The Legislature imposed upon THE COUNTY BOARDS certain responsibilities, powers, functions, and duties, as set forth in Chapter 205, RSMo. 1986 (as amended); and WHEREAS

The Central Missouri Regional Center, hereinafter referred to as THE REGIONAL CENTER, is the Division facility designated to serve Region X which consists of 11 counties in the Central Missouri area.

Children's Therapy Center (dba The Center for Human Services) has provided services to persons with developmental disabilities since 1955 and operated nationally accredited community-based programs since 1987 which have proven to be economical and effective for the provision of services; and,

In accordance with Chapter 633, RSMo., and 9 CSR 25-2, the Department of Mental Health, hereinafter referred to as "THE DEPARTMENT," hereby designates the Children's Therapy Center of Pettis County, Incorporated, doing business as The Center for Human Services, with central offices located in Sedalia, Missouri, as an Affiliated Community Service Provider, hereinafter referred to as "ACSP," to deliver a comprehensive array of services in Pettis and Saline Counties.

NOW THEREFORE, in consideration of the respective promises and responsibilities of the parties hereto, THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARDS do hereby

resolve to enter into this agreement as a demonstration project for the provision of community-based services for developmentally disabled citizens of Pettis and Saline Counties and mutually agree as follows:

II. PURPOSE

In an effort to deliver the highest quality services in the most cost effective manner, THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARDS agree to establish an innovative service delivery affiliation agreement.

The agreement is intended to clarify and delineate the respective roles of THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARDS in the joint funding, delivery, and expansion of an array of community-based services for developmentally disabled persons in Pettis and Saline Counties. This agreement is designed to provide financial incentives for THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARDS to eliminate or substantially reduce the waiting list for services to clients who are mentally retarded or developmentally disabled in Pettis and Saline Counties during FY '91, and any subsequent years for which this agreement shall apply.

III. PLANNING

THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARDS agree to exchange planning information, including, but not limited to, prevalence and incidence studies, needs assessments, handicapped census reports and inventories of community services for Pettis and Saline Counties.

In order to avoid unnecessary duplication of services and to coordinate planning and financial resources, THE DIVISION, THE REGIONAL CENTER, THE ACSP, and THE COUNTY BOARDS agree to notify each other in writing and solicit comments prior to development of new services in the public or private sector whenever the contemplated new services are authorized within the enabling legislation of either group.

IV. REFERRAL AND CLIENT ELIGIBILITY

THE REGIONAL CENTER shall have responsibility for client intake, client screening and evaluation for eligibility determination, administration of the Standard Means Test, and initial service plan development. This will be done in compliance with the consent decree in the case of Alan Leake vs. C. Keith Schafer, et.al. THE ACSP shall be responsible for collecting client pay portions determined by the Standard Means Test.

THE DIVISION, THE REGIONAL CENTER, and THE ACSP shall exchange information and make referral of persons to THE REGIONAL CENTER believed eligible for services. Whenever it is determined through a comprehensive evaluation that a Pettis or Saline County resident is developmentally disabled so as to require the provision of habilitative services, and if such person, such person's parent, if the person is a minor, or legal guardian, requests that he be registered as a client of THE REGIONAL CENTER, THE REGIONAL CENTER shall make referral of that client to

THE ACSP. THE REGIONAL CENTER shall forward its comprehensive evaluation and such other records as necessary to THE ACSP, which shall accept or reject the referral on the basis of the criteria set out in the following paragraph.

THE ACSP shall admit the person to the Program, unless as a result of reviewing the evaluation and initial service plan, and other pertinent information, THE ACSP Director determines the client: (1) is not developmentally disabled, as determined by THE REGIONAL CENTER; (2) has a condition of such a nature that, for the protection or adequate care of the client or others, the client requires Department residential habilitation or other services; or, (3) has needs which cannot best be met by services or programs offered by THE ACSP.

If THE ACSP rejects the referral, THE REGIONAL CENTER Director and THE ACSP Executive Director shall make every effort to determine the appropriate disposition of the client. If the referral is rejected, THE ACSP shall provide a written report to THE DIVISION detailing the reasons for such rejection. It shall be the responsibility of THE DIVISION to maintain a record of each rejection and consider this information in its overall review of the success of this agreement.

V. CASEMANAGEMENT

THE REGIONAL CENTER will provide casemanagement services which will include coordination of service planning (Individual Habilitation Plan development, review, and modification), service coordination and referral, monitoring, crisis intervention, and advocacy.

THE REGIONAL CENTER shall locate a casemanager(s) at THE ACSP in Sedalia on a permanent basis. THE ACSP agrees to furnish without charge to THE DIVISION office space and utilities for assigned casemanagers. It shall be the responsibility of THE ACSP staff and THE REGIONAL CENTER casemanager(s) to develop an initial Individual Habilitation Plan (IHP) within 30 days of acceptance of an eligible client.

VI. SERVICES

Under this agreement, THE ACSP may deliver residential and other services as specified in the client's IHP so long as professional services will be secured from persons credentialed, licensed, or certified equivalently to state employees delivering comparable services.

VII. FUNDING

Upon implementation of this agreement, all current Division clients served by THE ACSP shall continue to receive services as authorized by their current IHP. Funding of the implementation of IHP services shall be authorized by THE ACSP Executive Director or designee. However, for Medicaid Waiver clients, funding authorization shall require pre-authorization by appropriate Division staff.

THE DIVISION shall cause a fund encumbrance to be established at THE REGIONAL CENTER for THE ACSP Program from funds designated for such purposes. The amount of the funds encumbered are detailed on Attachment A and may be amended from time to time to

reflect changes in client needs and/or withholds directed by the Governor so long as other service providers are likewise affected. Such amendments will be carried out as specified in Paragraph Number 11. These funds will be available to THE ACSP at a rate of 1/12th the annualized amount, as invoiced to THE REGIONAL CENTER. THE REGIONAL CENTER will continue to function as payee for benefits received by persons with developmental disabilities from Pettis and Saline Counties (e.g., SSI, SSA, Retirement). THE REGIONAL CENTER will provide monthly reports of NAFS account balances available for personal spending to THE ACSP so that client purchases can be planned. The IHP team will approve expenditures from these funds.

Based on historical client needs and service levels, THE DIVISION agrees to encumber an amount no less than the prior year agreement.

It is expressly understood and agreed THE DIVISION and THE ACSP obligations are conditional upon appropriations from the General Assembly. In the event funding is not provided, this agreement shall be null and void and of no further force and effect.

THE ACSP shall in no event be responsible for any outstanding obligations created or incurred by THE DIVISION, THE REGIONAL CENTER or the individual recipients of services. Likewise, THE DIVISION shall in no event be responsible for any outstanding obligations created or incurred by THE ACSP or the individual recipients of services.

VIII. QUALITY ASSURANCE, PROGRAM EVALUATION, STAFF TRAINING

Due to the comprehensive array of services provided by THE ACSP and the significant financial commitment of THE DIVISION, THE ACSP shall hire staff to carry out a quality assurance plan, program evaluation plan, staff training plan to assure compliance with Division regulations, maintain national accreditation standards of service delivery, client outcome data and trends, and staff competencies/continuing education. Funds for this purpose are made a part of this contractual agreement.

THE DIVISION, through its casemanagement staff and other appropriate staff, shall provide an oversight function to assure THE ACSP is meeting the terms and conditions of this contractual agreement. The oversight activities may include an evaluation of a randomly selected group of clients through a review of documentation and observation of client services as mutually agreed by both parties.

IX. RECORDS AND INFORMATION EXCHANGE

THE ACSP shall provide THE REGIONAL CENTER monthly program reports reflecting services provided or obtained, name of clients served, and amount of services rendered, and other relevant program information as mutually agreed by THE ACSP Executive Director and THE REGIONAL CENTER Director.

THE ACSP shall retain all records pertaining to this agreement for seven years after the close of the State of Missouri current fiscal year unless audit questions have arisen within the seven year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.

THE ACSP shall provide an audit of the Program to be completed by a Certified Public Accountant annually or within 180 days of the

termination date of this agreement. The scope of the audit shall, in accordance with the requirements of the Department of Mental Health's Service Provider's Guide, include all receipts and expenditures, as well as financial, controls and purchasing procedures established by THE ACSP pursuant to this agreement. The audit report shall be provided to THE DIVISION upon completion. Under the ACSP agreement, a unit cost report is not required.

THE REGIONAL CENTER Director and THE ACSP Executive Director shall coordinate their respective staff groups, define and exchange such records and reports and do such other activities as may be required to implement this agreement.

A copy of this agreement shall be filed with the Secretary of State as set forth in Chapter 67.390, RSMo. 1986 (as amended).

X. HUMAN RIGHTS ASSURANCES

THE ACSP agrees not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age.

XI. AMENDMENT

This agreement may only be modified or changed by the written mutual consent of the parties hereto.

Either party may propose amendments to this agreement at any time during the agreement period. Amendments which are mutually agreeable shall take effect upon the written approval of both parties.

XII. TERM AND ANNUAL RENEWAL

This agreement shall be for an initial term of one year beginning July 1, 1990, and ending June 30, 1991. The parties agree that the terms of this agreement shall be automatically renewed annually subject to appropriation of annual funding by the General Assembly unless either party gives the other written notice by certified mail, return receipt requested, of its intention to terminate same. Such notice of termination must be delivered to THE DIVISION Director or THE ACSP Executive Director no later than May 1, 1991, for the first term or May 1 of any renewal term.

XIII. DISPUTE RESOLUTION

The parties agree to submit any dispute that may arise between them as to the performance, construction, or interpretation of this agreement to arbitration under the Uniform Arbitration Act, Chapter 435, RSMo. 1986 (as amended).

If the parties cannot agree upon the selection of arbitrator, then each party shall appoint one independent arbitrator. The two appointed independent arbitrators shall appoint a third arbitrator and the decision of a majority of the three arbitrators so chosen shall be binding upon the parties.

XIV. ABUSE AND NEGLECT INVESTIGATIONS

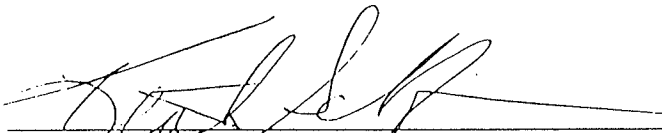
THE DEPARTMENT will retain the responsibility for investigating abuse and neglect allegations in accordance with Department Operating Regulation 2.205 and any subsequent revisions to that regulation.

XV. BINDING EFFECT

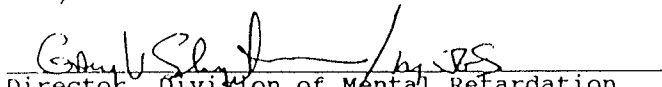
This agreement shall be binding upon and inure to the benefit of the parties hereto and in the event any individual provision of this agreement shall be determined to be invalid by a court of competent jurisdiction or by arbitration, such invalidity shall have no effect upon the remaining portions of the agreement which shall remain in full force and effect.

No provision of this agreement shall be construed as to limit the authority and discretion of THE ACSP to admit any person to any services, facilities or programs.

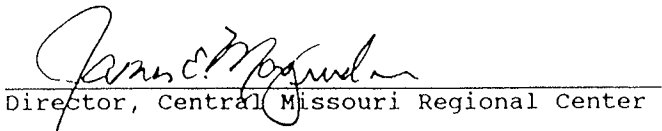
Nothing in this agreement shall be construed to contravene in any way with Missouri Statutes, County Ordinances, or local, state, or federal laws or regulations.



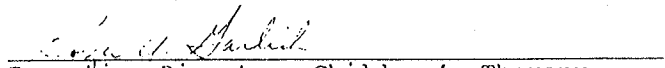
Director, Department of Mental Health 6-26-90
Date



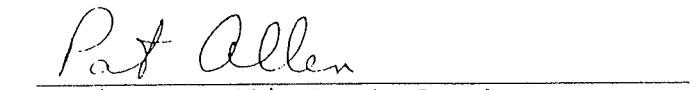
Director, Division of Mental Retardation and Developmental Disabilities 6-26-90
Date



Director, Central Missouri Regional Center 6/22/90
Date



Executive Director, Children's Therapy Center of Pettis County, Inc. 6/21/90
Date



V-President, Pettis County Board 6/22/90
Date



President, Saline County Board 6/21/90
Date

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RENEWAL OF
PURCHASE OF SERVICE
AFFILIATED COMMUNITY SERVICE PROVIDER AGREEMENT
BETWEEN
THE CENTER FOR HUMAN SERVICES
AND THE
DIVISION OF MENTAL RETARDATION
DEVELOPMENTAL DISABILITIES
OF THE DEPARTMENT OF MENTAL HEALTH

FISCAL YEAR 1997
JULY 1, 1996 through JUNE 30, 1997

AFFILIATED COMMUNITY SERVICE PROVIDER AGREEMENT

The Purchase of Service Affiliated Community Service Provider Agreement between the Center for Human Services, as the administrative agent for the Pettis and Saline County Senate Bill 40 Boards, and the Division of Mental Retardation and Developmental Disabilities is hereby renewed and amended for fiscal year 1996 with the same terms and conditions as in the original agreement. The Center for Human Services shall submit monthly invoices naming clients, services provided, and numbers of units of each service provided.

Client benefits will be paid on a monthly basis by the Central Missouri Regional Center to the Center for Human Services

The Division hereby encumbers the following funds for the provision of services to eligible clients:

FUND DESCRIPTION

Purchase of Service (to include both Residential and Non-Residential Support Services):

Early Childhood Early Intervention and Family Support

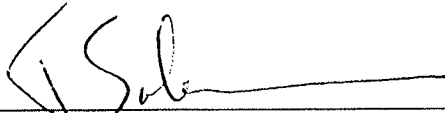
Total:

The agreement makes the following assurances with which the Missouri MRDD Waiver must comply:

1. The Central Missouri Regional Center Quality Improvement Team will monitor the waiver recipients at least quarterly for the following:
 - * Health and Safety
 - * Whether the plan of care is sufficient and being carried out
 - * Quality Assurance
 - * Consumer Satisfaction

2. To further comply with assurances (made in response to HCFA survey findings (8/95) and included in the renewal effective 7/1/96) and under authority of RSMo 633.010, the quality improvement team will coordinate with the Center for Human Services to develop an enhancement plan around any issue they see regarding Medicaid Waiver Certification Principles.

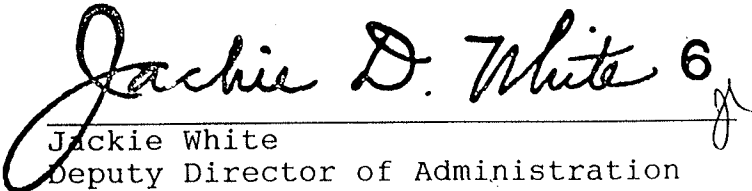
3. Waiver plans of care will be developed in accordance with the principles submitted in the waiver (which are the same as would apply if CMRC were to develop the plans) and will be approved by Central Missouri Regional Center prior to implementation. Additionally, waiver plans of care will be subject to review and approval by the State Medicaid Agency.
4. Central Missouri Regional Center will make a monthly adjustment to the ACSP contract to reconcile the amount for the required 40% match for waiver services. This reconciliation will be made against the shared unit amount (1/12 of the annual amount listed above).
5. Average Targeted Case Management hours billed per month shall not exceed 3.5 which is in keeping with the average TCM hours billed throughout the state, unless otherwise approved in writing by the Director of the Division of Mental Retardation and Developmental Disabilities.
6. The Center for Human Services shall not bill Medicaid for more than an equivalent of 6 case managers without prior written approval from the Director of the Division of MR and DD.
7. The effective early intervention services for central, rural Missouri will follow the general principles of the Federal First Steps Program. However, considerable flexibility will be allowed to meet family needs. This program will not utilize federal funds and, therefore, will not be subject to the federal regulations relating to First Steps and Part H funding.



John Solomon, Deputy District Director
and Acting Division Director
Division of Mental Retardation and
Developmental Disabilities

Date

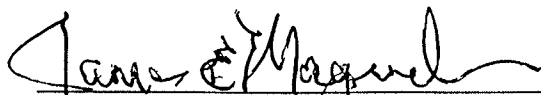
7-7-96



Jackie White
Deputy Director of Administration
Department of Mental Health

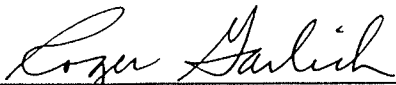
Date

7/12/96


James E. Magruder, Ed.D., Director
Central Missouri Regional Center

6-24-96

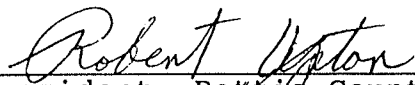
Date



Roger Garlich, Executive Director
Center for Human Services

7-8-96


Date



Robert Upton
President, Pettis County Board

7-8-96

Date



President, Saline County Board

6-28-96

Date

ACKNOWLEDGMENTS

MACDDS gratefully acknowledges the assistance and cooperation of the following County Board representatives:

MACDDS EXECUTIVE COMMITTEE:

- ⌘ President, *Wes Buffington, Executive Director, Green County*
- ⌘ President-Elect, *Jim Casey, Executive Director, Cole County*
- ⌘ Treasurer, *Tom Bankhead, Executive Director, Johnson County*
- ⌘ Secretary, *Theresa Shulte, Executive Director, Washington County*
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