

**FRANKLIN COUNTY CHILDREN AND FAMILIES COMMUNITY RESOURCE BOARD
FUNDING POLICIES
Policy Origination: September 2009**

In November of 2008 the Franklin County citizens passed Proposition 1, Putting Kids First which created a Children's Services Fund for children and youth nineteen years of age or less in Franklin County. The Franklin County Children and Families Community Resource Board (FCCRB) has been entrusted to oversee this fund. This fund is created under Missouri state statutes 67.1775 and 210.861 and Franklin County Commission Order 03-220. Missouri Revised Statute 210.861 specifically lays out the types of services which may be funded.

ELIGIBLE SERVICE RECIPIENTS

Children and youth who are nineteen years of age or less and who are residents of Franklin County, Missouri are eligible to receive services in the following service areas following the passage of Proposition 1, Putting Kids First Children's Services Fund in November 2008:

- Outpatient Chemical Dependency Treatment
- Outpatient Psychiatric Treatment
- Individual, Group and Family Professional Counseling and Therapy Services, Psychological Evaluations, and Mental Health Screenings
- Home and Community-Based Family Intervention Services
- Services to Pregnant and Parenting Unmarried Teens
- Crisis Intervention
- School-based Prevention Services that promote healthy lifestyles among children and youth and strengthen families
- Respite Care Services
- Counseling and related services as a part of Transitional Living Programs
- Temporary Shelter for Abused, Neglected, Runaway, Homeless or Emotionally Disturbed Youth

Agencies providing the above listed services to Franklin County children and youth and who comply with the regulations set forth by the county ordinance are eligible to apply for funds through the FCCRB.

REQUESTS TO THE BOARD

Agencies wishing to be included on the agenda of the FCCRB's regularly scheduled meeting must submit their correspondence at least two weeks in advance of said meeting to the Executive Director of the FCCRB.

AGENCY APPLICATION

The FCCRB contracts with agencies to provide services to Franklin County children and youth who have mental health and substance abuse related issues. The fiscal year runs from January 1 to December 31. Agencies are required to submit proposals through a formal application process in order to obtain funding to address needs of the community. The annual application is a Board approved process.

Requests to the Board should describe how the purchase of services or capital funding projects is designed to enable a child or youth to progress toward their goals, to develop his or her capacity, and to improve skills essential to healthy living.

FUNDING POLICY

Funds Available: Each year the FCCRB sets a budget of available funds. Funds available for operations include, but are not limited to tax revenue, interest and other income. Funds available will be determined by the Board using historical data, input from the County government, and information about the trends of sales tax revenue. The Board determines how much funding will be available based upon these sciences and best estimates for revenue for the coming year.

FCCRB Reserve: The Board has set aside funds as a reserve to avoid cash flow and to cover projected revenue discrepancies.

Funding Priorities: The FCCRB reviews funding priorities for the following year prior to releasing the Request for Funding Proposal. Priorities may include service expansion, priority service development, capital and/or one-time funding.

Agencies receive funding from varied sources, including, but not limited to: Missouri Department of Mental Health, Medicaid Waiver, United Way, local school districts, federal grants, donations and local grants. It is mandatory that all agencies receiving funding from FCCRB should be maximizing funding from all other sources before applying to FCCRB.

FUNDING CLASSIFICATIONS

A. Purchase of Service – Specific, well-defined units of service provided to children and youth of Franklin County in areas related to eligible funding. These service cost are provided through a mutually agreed-to unit cost.

- 1) FCCRB will negotiate a unit cost rate annually based upon the agency's most recent independent audit, previous year's costs and utilization and funding from other partners.
- 2) Once the Purchase of Service rate is agreed upon, the service shall not be eligible for a unit cost adjustment for the remainder of the contract period unless extreme circumstances prevail. A formal request to adjust funds within a service category must be done through a special request to the FCCRB.

B. Capital and Start Up – A specific line-item reimbursement.

- 1) For proposals that seek reimbursement of specific line item(s), these line items must be delineated. The FCCRB requires at least three (3) bids should any capital, equipment or technology item exceed \$1,000.00.

Off-Cycle Funding

A. Emergency Request

Agencies may make emergency funding requests to the FCCRB at any time during the year. An "Emergency" is defined as an unforeseen combination of circumstances calling for immediate action. There should be some sort of root cause or event that can be identified, and as such, is not as the result of poor planning. A written request with justification of need must be submitted to the FCCRB.

In addition to the application and the submission of bids, an agency board resolution is also required. The FCCRB will review the emergency request at its next scheduled board meeting, and may or may not approve

the expenditure, per a majority vote of the Board members present, depending on available funds and the nature of the emergency.

B. Supplemental Funding Request

If funding is available, supplemental funding requests would be considered as a result of higher than expected demand for services, increased marketing of services, or due to a greater intensity of services experienced by a partner agency. The FCCRB will consider such request based on need, availability of funds and at the discretion of the Board of Directors.

ALLOWABLE COSTS

1. **Funding Allocations:** Agencies are expected to seek and use all available alternative funding resources prior to and after applying for FCCRB funds.
2. **Program Cost:** Program costs are the costs directly related to providing the program. Such costs would include: salaries, rent, supplies, travel costs, depreciation, etc. Salaries include direct contact staff and program administrators responsible for the specific program. Social workers or other individuals who work directly with customers may be allocated as a program cost across several programs.
3. **Administrative Costs:** Administrative costs are expenses for activities and personnel not directly related to providing programs. These costs include: management and general expenses and membership development. Personnel included in administrative costs include: Executive Director, Assistant Executive Director, Development Director, Personnel Director, Financial Director/Staff, Receptionist, Secretaries to administrative staff. If administrative staff directs specific programs, a percentage of their costs may be allocated as a program cost. Please include a note of explanation, if this is the case. Allocation of administrative costs by program in the Request for Funding Proposal should be consistent with allocations included in Unit Cost Reports, if applicable. Be ready to explain the other funding of any administrative personnel related to your request of funding.
4. **Non-allowable Costs:** While the FCCRB cannot dictate the policies of a particular agency, it does dictate what expenses will not be included in unit costs. FCCRB monies will not be used to pay for alcohol, administrative perks such as tickets to sporting events and sexually explicit materials or activities. An independent audit of program expenses will help to determine the appropriateness of agency expenses.

INVOICING/PAYMENTS/CHECK SIGNATURE AUTHORIZATIONS

Agencies submit invoices as outlined in the contract to purchase and provide services. Invoices are to be sent to and reviewed by the Executive Director for purposes of accuracy and compliance. The Executive Director will present the invoices for approval at the monthly FCCRB meeting. Once approved, the Executive Director will ensure prompt payment.

Payment Cycle:

Agencies must provide their invoices pursuant to the agreed upon schedule in order to be processed for payment during that month. Failure to submit monthly expenses in a timely fashion will result in a delay in

payment until the following month. If the agency has not received payment for services within thirty (30) days after submitting the invoice, it should contact the FCCRB Executive Director to confirm receipt of the invoice.

Invoicing Formats:

Agencies are required to provide all information contained in the FCCRB Billing Forms. Agencies may copy the FCCRB form provided or an agency may create their own form ensuring that identical information is included on that form. Agencies are required to use the Capital/One-Time Invoice Form for all equipment billings.

Fiscal Year End Deadlines:

All final invoices for fiscal year services rendered are due by 2:00 p.m. on the second Thursday in January of the following fiscal year. Any invoices not received by the fiscal deadline date will not be paid.

AGENCY ELIGIBILITY & REQUIREMENTS

Franklin County Commission Order 03-220 dictates that in order for the FCCRB to enter into contract for services with a provider, the provider must

- A) Be incorporated or authorized to do business in the State of Missouri, as a not-for-profit corporation or be a government entity;
- B) Receive at least twenty-five (25%) percent of its funds from sources other than the Putting Kids First Children's Services Fund;
- C) Be certified or licensed by the State of Missouri to provide the services that utilize these funds, provided that such certification or licensure exists;
- D) Require all employees and volunteers of the agency to maintain the confidentiality of any information that would identify individuals served by that agency;
- E) Require that within the limits of the contracted series, services be provided regardless of an individual's race, religion, national origin, gender, or age; and
- F) Require that employees and volunteers of the agency who provide direct services be screened as required by State statute.

In addition all agencies receiving funds must agree to the following...

1. Whenever possible, services need to be provided in Franklin County.
2. Any entity receiving funding shall maintain an appeals process for all participants in the services.
3. The agency will perform the services and carry out the activities as set forth in the outcomes of the Request for Funding Proposal. Board approved contract changes (deletion/addition of units or funds, etc) will be sent to the agency via written letter from the Executive Director and considered a part of the agency's contract.
4. The agency agrees to, and understands that, services performed under the Contract Agreement are limited to those services in the Request for Funding Proposal.

5. Reporting: The FCCRB shall utilize the approved Request for Funding Proposal, as submitted by the agency, to monitor service delivery and program expenditures. The agency agrees to submit to the FCCRB an Agency Program Report and an agency Financial Report (for each FCCRB funded program) by the close of business on the following dates: Agency Report and Financial Report (October 1, 2009 - June 30, 2010 due on August 15, 2010) and Annual Agency Report and Financial Report (October 1, 2009 – December 31, 2010 due on February 15, 2011). Payments will be withheld from an agency if reports are not submitted on time. Exceptions require a written request to the Board and must be submitted at least two weeks prior to the Board meeting to the Executive Director of the FCCRB.
6. The agency also agrees to submit to the FCCRB one copy of its annual audit within 90 days after the close of the agency's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. The audit needs to include a management report detailing any notes pertinent to FCCRB funding. Payments will be withheld from an agency if reports are not submitted on time. Exceptions require a written request to the Board and must be submitted at least two weeks prior to the Board meeting to the Executive Director of the FCCRB.
7. Monitoring: The agency agrees to permit the FCCRB, the Executive Director of the FCCRB, or designee, or any qualified individual(s) designated by the FCCRB to monitor, survey and inspect the agency's facilities, services, activities, programs and client records, to determine compliance and performance with the Contract Agreement, except as prohibited by laws protecting client confidentiality. In addition to the aforementioned, the agency hereby agrees that, upon notice of 48 hours, it will make available to the FCCRB or its designee(s) all records, facilities and personnel, for auditing, inspection and interviewing, to determine the status of the service, activities and programs covered hereunder and all other matters set forth in the contract agreement. Agency agrees to the AUDIT & MONITORING POLICIES noted herein.
8. Modification or Amendment: In the event the agency requests any, modification or amendment to funded services, one-time items, activities and/or programs, a request of the proposed modification or amendment must be submitted to the Executive Director of the FCCRB for Board approval. A Board resolution must be included with the request. Requests to the Board must be submitted in writing at least 2 weeks prior to the Board meeting to the Executive Director of the FCCRB.
9. Demand for Services: The FCCRB must be informed immediately if the agency experiences a substantial increase in the number of individuals requesting services. By substantially increasing the number of individuals it is serving, the agency may be put in the position of requesting a large increase in funding from the FCCRB to meet the service need. The FCCRB and the agency must plan together if this occurs to determine if funds are going to be available to serve the increased demand, and to determine if the increase in demand is within the priorities of the FCCRB. The agency shall not develop a new program or service, or expand an existing program or service for which the agency may at some future time request funding without consulting and informing the FCCRB in writing before such a program/service is commenced.
10. Violation of Client Rights: Any alleged case of a violation of a client's rights in a program funded by the FCCRB shall be investigated in accordance with the agency's policies and procedures and in accordance with the state/federal regulations. The agency agrees to notify the FCCRB 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 FCCRB of any substantiated allegations. Agencies must comply with Missouri law regarding confidentiality of client records.

11. **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.
12. **Conflict of Interest:** The agency agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and the agency, and this shall include any transaction in which the agency is a party, including the subject matter of the Contract Agreement. "Conflict of Interest" as this term is used herein, shall be defined by Missouri law.
13. **Child Abuse/Criminal Record Screening:** All agencies must have a policy for screening all potential employees for child abuse and criminal records.
14. **Accreditation:** All agencies must be accredited or be in the process of being accredited, assuming such accreditation exists.
15. If the agency ceases to be funded by the FCCRB or ceases to provide programs and services for Franklin County children and youth, all capital equipment, materials and buildings purchased with FCCRB funds shall be returned to the FCCRB in compliance with the Capital Funding Policy unless otherwise approved by a majority vote of the FCCRB. In addition, if the agency no longer uses capital equipment, materials, and buildings purchased with FCCRB funds for its original intent, the agency will need FCCRB approval to re-direct its use.
16. **Failure to Perform/Default:** In the event the agency, at any time, fails or refuses to perform according to the terms of the Contract Agreement as set forth from the Request for Funding Proposal, as determined by the FCCRB, such failure or refusal shall constitute a default hereunder, and the FCCRB 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 FCCRB.
17. **Termination:** The FCCRB or the agency may terminate the contract agreement, with or without cause, provided that either party provides 30 day notice in writing.
18. **Standards:** The agency will comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws.
19. The FCCRB maintains a permanent documents file for each funded agency. The following documents are required to be on file at the FCCRB:
 - Proof of 501c3 status
 - Agency By-Laws
 - Articles of Incorporation
 - Current Certificate of Corporate Good Standing
 - Certification/Accreditation Certificate(s)
 - Board Roster

- Mission Statement and Strategic Plan
 - Most Current Audit (due within 3 months of close of fiscal year)
 - Audited Program/Unit Cost Report (if available)
 - Annual report (if available)
 - Agency policies on non-discrimination, statement of confidentiality and statement for screening of staff for past child abuse and neglect
21. Indemnification: The agency agrees to hold harmless, defend and indemnify the FCCRB for any and all liability for personal injury or property damage stemming from any acts, negligence, misfeasance or omissions arising out of the agency's performance of the Contract Agreement. The agency agrees it has or shall obtain liability insurance, including a blanket fidelity bond, in form and amount sufficient as determined by the FCCRB pursuant to this clause for indemnification, and that it shall provide the FCCRB with documentation evidencing this insurance.
22. Publicity by Agency: The agency shall notify the FCCRB of contact with media regarding FCCRB funded programs or profiles of participants in FCCRB funded programs. The agency will acknowledge the FCCRB as a funding source whenever publicizing FCCRB-funded programs. The agency will partner with the FCCRB to inform the community about the ways its tax dollars are being invested in services and supports.
23. Notice: Any written notice or communication to the FCCRB shall be mailed to the Franklin County Children and Families Community Resource Board, P.O. Box 126, Union, MO 63084
24. All agencies funded through the FCCRB are required to participate in the Franklin County Coalition of Child Serving Agencies as a part of the Franklin County state-sanctioned System of Care unless express permission by the FCCRB Executive Director is granted in writing to be excluded from this provision.

AUDIT & MONITORING POLICIES

Audit Purpose – To audit partner agencies against established Quality Site Visit Standards including information related to the following:

- Residency
- Age
- Billing Dates
- Record Review

Procedure – FCCRB auditor(s) will schedule a visit with the partnering agency, send a copy of the on-site standards by which the agency will be evaluated and conduct an inspection of the agency's records which includes, but is not limited to:

- Record review of no less than 5 and not to exceed 20% of program charts:
 - to determine residency compliance
 - to determine age compliance
 - to determine billing compliance
 - to determine quality of work being performed

RESIDENCY REVIEW

Purpose – FCCRB requires that each child or youth is a resident of Franklin County.

Procedure – FCCRB auditor(s) will check client or school information for place of residency.

AGE REVIEW

Purpose – FCCRB requires that each child or youth is 19 years of age or younger.

Procedure – FCCRB auditor(s) will check client or school information for age verification.

BILLING COMPLIANCE

Purpose – FCCRB requires that all dates billed to FCCRB be verified.

Procedure – FCCRB auditor(s) will check progress notes, medical charts, and other files to verify service was performed on date(s) billed.

RECORD REVIEW

Purpose – FCCRB requires partnering agencies to maintain records in a manner that is current, detailed, organized, and easily accessible. Documentation of a client’s care should facilitate communication, coordination and continuity of care. School program information should include types of services provided to children and youth.

Procedure – FCCRB auditor(s) will review client chart information, agency program information, school data, or any other pertinent information to verify program integrity.

SITE VISIT REVIEW AND PASSING THRESHOLDS

Residency and Age Compliance: There are several thresholds which will be evaluated by the auditor(s). The FCCRB requires 100% compliance with the residency and age requirements. If the programs evaluated have less than 100% compliance, a full audit may be requested by the Executive Director of the FCCRB. This audit should be conducted within 30 days of the original audit. All funding billed to the FCCRB derived from age or residency discrepancies should be returned to the FCCRB within 60 days.

Billing and Record Review Compliance: Each program evaluated by the auditor(s) should attain in the first year (2010) a minimum of 80% passage threshold, year two (2011) a minimum of 90% passage threshold, and by year three (2012) 100% passage threshold in billing and record review compliance before a full program audit may be requested. All billing compliance questions will be directed to the head of the partnering agency with a request to respond to any questions within two weeks. In cases involving missing progress notes, activity logs, or any data that refers to billing compliance, a copy of that information must be forwarded to the FCCRB office.

The Executive Director of the FCCRB may request a full program audit if the program records have over 20% in unresolved billing and record compliance issues. In questions of over-billing, it is the policy of the FCCRB that all funds be returned to the FCCRB within 60 days.

PROGRAM PROBATION

Funds released by the FCCRB to the partnering agencies are provided through the Putting Kids First Children's Services Fund, made available by the passage of Proposition 1 in 2008. The FCCRB ensures to the citizens of Franklin County that the tax dollars provided to the agencies are being spent to provide services for community children and youth in need. Therefore, the FCCRB requests that the partnering agencies maintain records that demonstrate all mandated requirements are being met. If the agency does not pass its audit and has made no response to a FCCRB written request, the program will be placed on an automatic one-month probationary period. If the agency does not respond within one month to audit questions, the FCCRB will cease funding for the program.

APPEALS PROCESS FOR AGENCIES

If the agency disagrees with a decision of the FCCRB, the following are procedures for the agency to appeal a decision:

- A) The Board of the Agency must vote in a Board meeting to appeal the decision of the FCCRB.
- B) Within 60 days of the FCCRB's decision, a letter must be received by the FCCRB from the President/CEO/Executive Director 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/CEO/Executive Director of the agency must state, in specific terms, the reason(s) for the appeal.
- D) The FCCRB will review the appeal and provide a written response within 60 days from receipt of appeal.