



St. Louis County Children's Service Fund Funding Policies 2019

Revised 3.28.19

The following document describes the funding policies of St. Louis County Children's Service Fund (CSF). This document is intended as a supplemental document to the agency's contract, as well as the application for funding submitted, and agreed upon between each partner agency and CSF board. This document is subject to modification on an annual basis or as new opportunities to add clarity are identified.

BACKGROUND

In 2008, Proposition 1, the *Putting Kids First Campaign*, created a community children's service fund to provide behavioral health prevention and intervention services for children and youth ages nineteen and under and their families in St. Louis County.

St. Louis County Children's Service Fund (CSF) was created under Missouri State Statutes RSMo 67.1775 and 210.861 which specifically state the following ten service areas that can be funded:

- **Temporary Shelter Services** – Services provided for youth experiencing abuse, neglect, homelessness, youth who have run away, or who are experiencing other crises for up to 30 days.
- **Transitional Living Services** – Services are provided as part of a transitional living program aimed at successfully supporting and reintegrating a young person from a temporary living arrangement into a safe living space with opportunities for developing independent life skills.
- **Services to Teen Parents** – Services and supports are provided to teen parents for the development of positive parenting skills, obtaining counseling and behavioral health services, and resources and referrals for additional support needs.
- **Respite Care Services** – Respite care services offer temporary emergency shelter and support services for children and youth of families to decrease the risk of abuse and neglect. Services are provided when families experience a crisis, or when families need a break from caregiving.
- **Crisis Intervention Services** – Services are provided in response to a mental health crisis resulting in acute destabilization of the client's functioning in the community and are focused on rapid restoration to baseline functioning. Crisis intervention services provide assessment and short-term treatment in an outpatient setting.

- **Prevention Services** – Services are provided to children and youth with the goals of social-emotional skill building, enhancing coping skills, strengthening relationships and community engagement, and related skills. Acquisition of the skills and information addressed by prevention services decreases children and youth’s likelihood of developing behavioral health and substance use issues.
- **Home and Community Based Intervention Services** – Home and community-based services are designed to allow children and youth to participate in a vast array of behavioral health services in the home and community settings. CSF affirms its commitment to serving individuals in the least restrictive environment by providing services and supports to children and their families to enable them to remain at home and in the community.
- **Individual, Group, and Family Counseling Services** – Individual, group, and family counseling services include psychological evaluations, mental health screenings, and individual, group, and family therapy.
- **Outpatient Substance Use Treatment Services** – Outpatient substance use treatment services include assessments and evaluations, early interventions, educational groups, youth group counseling, individual counseling, group family therapy, family therapy, and aftercare services.
- **Outpatient Psychiatric Services** – Outpatient psychiatric treatment services include psychiatric evaluations to diagnose behavioral health issues and create treatment plans, as well as ongoing psychiatric treatment and medication management.

Per Statute, revenues cannot be expended for residential treatment, inpatient medical, inpatient psychiatric, and inpatient chemical dependency services, or for transportation services for children and youth.

MINIMUM ELIGIBILITY CRITERIA

To qualify for funding, an organization must at a minimum:

- Be a 501(c)(3) not-for-profit or governmental entity
- Be in good standing with the State of Missouri
- Conduct an annual independent financial audit
- File all applicable Federal and State returns (990, 990-T, MO-1120)
- Be certified, accredited, or licensed in the services for which it is requesting funding (or be in the process of doing so; verification must be provided)
- Require that background checks, including child abuse and neglect screenings, are conducted pre-hire and annually on all employees and volunteers, by the Family Care Safety Registry or other CSF-approved screening
- Shall not discriminate against any employee or applicant for employment or services because of race, creed, color, gender, sexual orientation, gender identity or national origin, age, marital status, or disability (St. Louis County Ordinance 202.270)
- Require employees and volunteers maintain confidentiality of protected client information in compliance with all applicable laws (i.e., HIPPA, FRPA)

REQUEST FOR PROPOSALS AND GRANT TYPES

CSF will announce a Request for Proposals (RFP) at the opening of a funding cycle which will define the eligibility requirements, selection criteria, and application process. Agencies are required to submit a complete and timely application that describes how funds will be used.

Any proposals received after the time specified for the receipt of proposals shall not be considered, unless the Proposer provides and County accepts reasons demonstrating good cause for the delay.

The application assesses areas such as leadership, governance, finances, programming, and sustainability. In order for CSF to assess eligibility and performance, each agency must submit its own application, whether submitting a proposal for an individual program or as part of a collaborative. If proposing a subcontractor relationship, primary contractor shall submit proposal that includes details of the subcontractor relationship.

The term of the CSF funding contract will be specified by agency's contract with CSF.

SERVICE RATE DETERMINATION AND DEFINITION

Following is guidance specific to contracts resulting from funding cycles operating under the Fee For Service (FFS) model. Agency partners receiving funding under alternative funding opportunities should refer to the CSF contract for billing policies and procedures.

CSF supports a direct service reimbursement model. Direct services are those professional activities directly provided to children, youth, and/or adults who interact with children/youth.

For a listing of allowable billing activities, for the 2018-2019 Core funding cycle, please review the [List of Approved Units of Service, Schedule B](#).

The CSF Board of Directors is charged with and retains full authority for establishing reimbursement rates and service determination. The board bases its decision on the service rate determination model and is based on the standard activities performed on the client's behalf. Once established, the standard activities defined under Current Procedural Terminology (CPT) or industry practice, become the basis of the contract with agencies (Schedule A) and the associated value of effort which are intended to remain constant across demographics, location, and year.

Rates can be further adjusted by CSF board to account for service focus areas and capacity building.

CSF reserves the right to correct CPT code inaccuracies, per CSF board approval.

AGENCY REQUIREMENTS

FUNDING POLICIES: The agency agrees to and understands that services performed for reimbursement by CSF are limited to the agency's application for funding, contract, and any mutually agreed modifications or clarifications.

UTILIZATION: Utilization of awarded funding is monitored closely by CSF and reported to the board on a quarterly basis. CSF uses information regarding utilization to identify barriers and areas of opportunity for investment. The following are utilization guidelines for the Core funding cycles: current 2018-2019 Core; 2020-2022 Core; and 2022-2025 Core bridge period of 30 months from 2020-2022, and subsequent permanent 36 month contracts from 2022-2025.

Please note that the following guidance includes utilization targets per program for the years following the first year of the contract. Unutilized funds will roll over into subsequent years. Also note that when an agency makes a transfer request, that request is made for an adjustment to the agency's total award.

2 year contracts: The agency may only access 50 percent of its two-year program funding award within the first year of service provision.

30 month contracts: The agency may only access 40 percent of its 30 month program funding award within the first 12 months of service provision, 40 percent of its 30 month program funding award within the second 12 months of service provision, and the remainder of its 30 month program funding award within the last six months of service provision.

36 month contracts: The agency may only access 33 1/3 percent of its 36 month program funding award within the first 12 months of service provision, 33 1/3 percent of its 36 month program funding award within the second 12 months of service provision, and the remainder of its 36 month program funding award within the last 12 months of service provision.

BILLING & PAYMENTS: The agency agrees to strive to submit an invoice at least monthly for services provided. Services must be invoiced within 90 days of service date. Transactions submitted to CSF by the agency on or after 90 days from the date of service provision shall be subject to denial. The agency agrees to utilize the invoice template and data collection tools provided by CSF.

Agencies can only invoice for services and activities outlined in the executed contract agreement and only for services which have been properly performed and documented according to the executed contract/CPT codes. Agencies can apply for unit transfers or request new units which will be vetted by CSF staff and presented for approval to the board.

REIMBURSEMENT FOR PRACTICUM STUDENTS/INTERNS: CSF provides reimbursement for practicum students or interns if all of the following criteria are met:

- The student is a paid employee of the agency with appropriate annual child abuse and neglect background screenings.
- The student meets all required minimum qualifications of the unit for which reimbursement is requested. See the List of Approved Units of Service, Schedule B for details of these qualifications.

REPORTING: The agency agrees to submit to CSF requested reports including but not limited to, the Demographics and Outcomes Report, using the methods and manner requested and within the timeframe provided by CSF.

MERGERS: The agency agrees that at the time of the signing of the allocation contract, the agency is unaware of any current or future mergers between the agency and another entity. In the event that the agency becomes aware of a potential merger, the agency agrees to notify CSF immediately, per board policy. CSF's policy regarding merger notification is detailed in the formal [merger policy](#).

FINANCIAL AUDIT: The agency agrees to submit to CSF a copy of its annual audit no later than four (4) months 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 and a management report discussion on internal controls. Payments may be withheld from the agency if reports designated here are not submitted within the four (4) month timeframe.

FEDERAL AND STATE REPORTING: The agency agrees to submit to CSF a copy of its annual Federal Form 990, Federal Form 990-EZ, or Federal Form 990-N and (if applicable) Federal Form 990-T and/or Missouri Form 1120. All forms shall be submitted to CSF in their entirety as required by current regulations within one (1) month of their filing deadline. If the agency applies for an extension to file, Federal Form 8868 and/or Missouri Form 7004 must be submitted for an extension of the CSF reporting deadline. Payments may be withheld from the agency if reports designated here are not submitted within the required timeframe. Funded government entities are exempt from this requirement as they are not required to file returns.

MONITORING: The agency is expected to provide services and achieve outcomes as described in the agency's application for funding. CSF reserves the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. CSF shall utilize the agency's associated application for funding in addition to any mutually agreed to modifications and revisions as submitted by the agency to monitor service delivery and program expenditures.

The agency agrees to permit CSF to monitor and review any component of CSF-funded programs, except as prohibited by laws protecting client confidentiality. The agency agrees to include in its consent to treatment form a statement that the client case records can be reviewed for compliance. In addition, the agency hereby agrees that, upon reasonable notice, it will make available to CSF or its designee(s) all records, facilities, personnel, and documentation for auditing, reviewing, and interviewing, to determine the status of the service, activities, and programs covered hereunder and all other matters set forth in the contract.

CSF reserves the right to survey clients served by the agency with this funding regarding their level of satisfaction and engagement with the services.

MODIFICATION OR AMENDMENT: In the event the agency requests to make any changes, modifications, or amendments to funded services, activities, outcomes, programs, service sites, or locations (including schools) covered by this contract, a request of the proposed modification or amendment must be submitted to the assigned CSF program staff. CSF staff may recommend the proposed service revision be submitted for board input and approval. Any change requested that impacts the funding amount or agency contracted with will be automatically submitted for board consideration (i.e., mergers or terminated programs). For embedded school-based services, agencies must notify CSF of the intent to change service sites prior to implementation of changes.

MEDIA POLICY: The agency shall notify CSF of contact with the media regarding CSF-funded programs or profiles of participants in CSF-funded programs. In the event of a critical incident, please refer to the critical incident policy.

The agency will acknowledge CSF as a funding source on the home page of its website, door signage at all of the agency's visitor entrances, and on all written and electronic publications including brochures, letterhead, annual reports, and newsletters. The agency will coordinate with CSF to inform the community about the ways its tax dollars are being invested in services and supports.

ELIGIBLE SERVICE RECIPIENTS: Recipients of services must be St. Louis County resident children and youth, ages nineteen (19) years of age and younger and their families. For specific guidance regarding residency-defined eligibility, please see the Residency Policy.

TERMS AND CONDITIONS

VIOLATION OF CLIENT RIGHTS: Any alleged case of a violation of a client's right in a program funded by CSF shall be investigated in accordance with the agency's policies and procedures and in accordance with any local, state, and federal regulations.

The agency agrees to notify CSF's executive director of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify CSF of any substantiated allegations. The agency must comply with applicable laws regarding confidentiality of client records.

NON-DISCRIMINATION OF EMPLOYMENT: The agency shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability. The agency shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or ability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of the agency's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and agency may be declared ineligible for further St. Louis County contracts.

CHILD ABUSE SCREENING: The agency must require background checks, including child abuse and neglect screenings, by the Family Care Safety Registry or other service approved by CSF, conducted pre-hire and annually on all employees and volunteers providing direct services to children and youth.

SERVICES PROVIDED: The agency agrees that CSF funds shall be used exclusively for direct services provided and for administrative costs directly related to the agency's ability to provide such services outlined in the agency's current contract(s), including any modifications or amendments.

For school-based services, agency must submit a signed memorandum of understanding (MOU) or letter of support with the school district prior to execution of the contract. The MOU/letter of support should be on the school district's letterhead. MOUs/letters of support must be signed by the superintendent for public schools, and superintendent/principal for private schools.

CONFLICT OF INTEREST: The agency shall not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of St. Louis County or any member of his/her immediate family, with the exception of governmental entities funded.

TERMINATION: St. Louis County shall have the right to terminate the contract for its convenience immediately in the exercise of its absolute and sole discretion, upon written notice to the agency. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties. The agency must provide 90 days written notice to St. Louis County of intent to terminate this contract unless CSF and the agency agree on an alternative timeframe. A final billing of all service units delivered must be completed and received within one month of the end of service. For additional details regarding CSF's termination policy and

procedure, refer to the [termination policy](#).

FAILURE TO PERFORM/DEFAULT: In the event that the agency, at any time, fails or refuses to perform according to the terms of this contract and/or CSF's funding policies, as determined by CSF, such failure or refusal shall constitute a default hereunder, and CSF will be relieved of any further obligation to make payments to the agency as set out herein. This contract may be terminated for cause at the option of CSF unless CSF determines that the nature of the infraction warrants immediate termination. The agency has 30 days from the date of written notice of termination for cause to remedy the default.

In the event that CSF determines that the agency is non-compliant, or at risk for non-compliance with contractual requirements, CSF may impose special conditions or restrictions prior to termination. Special conditions include, but are not limited to:

- Requiring technical assistance;
- Additional levels of approval for contracted activities;
- Providing more detailed financial reports or documentation;
- Additional monitoring; and
- Submission and implementation of a corrective action plan.

In the event that CSF requires the agency to submit and implement a corrective action plan, the agency shall submit the plan to CSF within the timeframe specified in the agency notification.

STANDARDS: The agency will comply with all local, state, and federal certification and licensing requirements and all applicable federal, state, and local laws. National, state, or local accreditation may be substituted in place of state/federal certification/licensure, in instances where no certification/licensure exists for the funded services. The agency shall maintain accreditation, licensure, or certification in the services for which it is receiving CSF funding (or be in the process of doing so; verification must be provided).

PROFESSIONAL LIABILITY INSURANCE: The agency agrees to carry insurance specified as required per contract with CSF. If required to include Commercial General Liability coverage, please see instructions below.

Commercial General Liability (CGL): The agency shall agree to maintain for the duration of the contract commercial general liability (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than \$1 million per each occurrence. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

St. Louis County Government shall be endorsed on the policy as additional insured for CGL and provide for thirty (30) days written notice prior to any material changes or cancellation. Certificates of insurance shall be provided to St. Louis County prior to commencement of contract and updated accordingly throughout the contract term should coverage change, expire, or renew. Endorsement shall read as indicated below:

St. Louis County Government
St. Louis County Children's Service Fund
41 S. Central Ave.
Clayton, MO 63105

(This policy was approved by the board on March 28, 2019)