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SALUS POPULI SUPREMA LEX ESTO

"The welfare of the people shall be the supreme law."



ROBIN CARNAHAN
SECRETARY OF STATE

MISSOURI
REGISTER

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Documents will be accepted for filing on all regular workdays from 8:00 a.m. until 5:00 p.m. We encourage early filings to facilitate the timely publication of the *Missouri Register*. Orders of Rulemaking appearing in the *Missouri Register* will be published in the *Code of State Regulations* and become effective as listed in the chart above. Advance notice of large volume filings will facilitate their timely publication. We reserve the right to change the schedule due to special circumstances. Please check the latest publication to verify that no changes have been made in this schedule. To review the entire year's schedule, please check out the website at <http://www.sos.mo.gov/adrules/pubsched.asp>

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HOW TO CITE RULES AND RSMo

RULES—Cite material in the *Missouri Register* by volume and page number, for example, Vol. 28, *Missouri Register*, page 27. The approved short form of citation is 28 MoReg 27.

The rules are codified in the *Code of State Regulations* in this system—

Title	Code of State Regulations	Division	Chapter	Rule
1	CSR	10-	1.	010
Department		Agency, Division	General area regulated	Specific area regulated

They are properly cited by using the full citation, i.e., 1 CSR 10-1.010.

Each department of state government is assigned a title. Each agency or division within the department is assigned a division number. The agency then groups its rules into general subject matter areas called chapters and specific areas called rules. Within a rule, the first breakdown is called a section and is designated as (1). Subsection is (A) with further breakdown into paragraph 1., subparagraph A., part (I), subpart (a), item I. and subitem a.

RSMo—The most recent version of the statute containing the section number and the date.

The Secretary of State shall publish all executive orders beginning January 1, 2003, pursuant to section 536.035.2, RSMo Supp. 2011.

EXECUTIVE ORDER

12-1

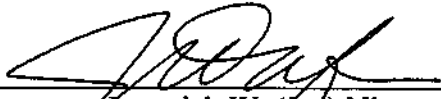
WHEREAS, Section 105.454(5), RSMo, requires the Governor to designate those members of his staff who have supervisory authority over each department, division or agency of the state government.

NOW THEREFORE, I, JEREMIAH W. (JAY) NIXON, GOVERNOR OF THE STATE OF MISSOURI, by virtue of the authority vested in me by the Constitution and laws of the State of Missouri, do hereby designate the following members of my staff as having supervisory authority over the following departments, divisions or agencies:

Office of Administration	Kristy Manning
Department of Agriculture	Peter Lyskowski
Department of Conservation	Peter Lyskowski
Department of Corrections	Chris Pieper
Department of Economic Development	Jeff Harris
Department of Elementary and Secondary Education	Mike Nietzel
Department of Health and Senior Services	Daniel Hall
Department of Higher Education	Mike Nietzel
Department of Insurance, Financial Institutions and Professional Registration	Deborah Price
Department of Labor and Industrial Relations	Jeff Harris
Department of Mental Health	Mike Nietzel
Department of Natural Resources	Peter Lyskowski
Department of Public Safety	Edward R. Ardini, Jr.
Department of Revenue	Chris Pieper
Department of Social Services	Mike Nietzel
Department of Transportation	Edward R. Ardini, Jr.
Missouri Housing Development Commission	Brian May
Boards Assigned to the Governor	Deborah Price
Unassigned Boards and Commissions	Deborah Price




IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, on this 23rd day of January, 2012.



Jeremiah W. (Jay) Nixon
Governor

ATTEST:



Robin Carnahan
Secretary of State

**EXECUTIVE ORDER
12-2**

WHEREAS, the Department of Social Services, established pursuant to Article IV, Section 37 of the Missouri Constitution, is the single state agency responsible for the administration of the Missouri Medicaid Title XIX, SCHIP Title XXI, and Medicaid Waiver programs; and

WHEREAS, the Department of Health and Senior Services, established pursuant to Section 192.005, RSMo, is responsible for public health and aging issues, including administration of the Personal Care and Home and Community-Based Medicaid programs for the aged and disabled; and

WHEREAS, the Department of Mental Health, established pursuant to Article IV, Section 37(a) of the Missouri Constitution, is responsible for issues and programs related to mental disorders, developmental disabilities, and substance abuse; and

WHEREAS, the Missouri Medicaid Audit and Compliance Unit (MMAC) was established in January 2011, within the Department of Social Services, to oversee audit and compliance of Missouri Medicaid Program providers and participants; and

WHEREAS, the MMAC is responsible for detecting, investigating, and preventing fraud against the Missouri Medicaid Program; and

WHEREAS, all Medicaid Program audit and compliance appropriations were transferred from the Department of Social Services' MO HealthNet Division, Department of Health and Senior Services, and the Department of Mental Health to the Department of Social Services MMAC unit in Fiscal Year 2012 by the General Assembly; and

WHEREAS, the work of MMAC has already resulted in the doubling of recoupment of provider overpayments in its first reporting quarter compared with the same quarter in previous years; and

WHEREAS, consolidation of Missouri's Medicaid Title XIX, SCHIP Title XXI and Medicaid Waiver programs' provider enrollment, audit and compliance responsibilities will promote consistent guidance to providers participating in these programs; and

WHEREAS, I am committed to prudently consolidating executive branch operations to ensure that the state delivers vital services in the most efficient and effective manner possible.

NOW, THEREFORE, I, JEREMIAH W. (JAY) NIXON, GOVERNOR OF THE STATE OF MISSOURI, by virtue of the authority vested in me by the Constitution and the laws of the State of Missouri, do hereby order the Department of Health and Senior Services, the Department of Mental Health, and the Department of Social Services to cooperate to:

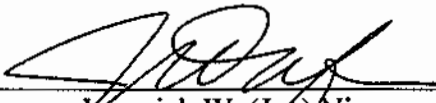
- 1. Transfer all the authority, powers, duties, functions, records, personnel, property, contracts, budgets, matters pending, and other pertinent vestiges of all remaining audit and compliance responsibilities relating to Medicaid Title XIX, SCHIP Title XXI, and Medicaid Waiver programs from the Department of Health and Senior Services and the Department of Mental Health to the Department of Social Services, by Type I transfer, as defined under the Reorganization Act of 1974.**

2. Develop mechanisms and processes necessary to effectively transfer these duties and functions to the Department of Social Services.
3. Transfer the responsibility for staff support for these duties and functions to the Department of Social Services.
4. Take the steps necessary to maintain compliance with federal requirements, so as not to jeopardize federal financial participation with this consolidation.

This Order shall become effective August 28, 2012, unless disapproved within sixty days of its submission to the Second Regular Session of the 96th General Assembly


IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, on this 23rd day of January, 2012.





Jeremiah W. (Jay) Nixon
Governor

ATTEST:



Robin Carnahan
Secretary of State

Under this heading will appear the text of proposed rules and changes. The notice of proposed rulemaking is required to contain an explanation of any new rule or any change in an existing rule and the reasons therefor. This is set out in the Purpose section with each rule. Also required is a citation to the legal authority to make rules. This appears following the text of the rule, after the word "Authority."

Entirely new rules are printed without any special symbolology under the heading of the proposed rule. If an existing rule is to be amended or rescinded, it will have a heading of proposed amendment or proposed rescission. Rules which are proposed to be amended will have new matter printed in boldface type and matter to be deleted placed in brackets.

An important function of the *Missouri Register* is to solicit and encourage public participation in the rulemaking process. The law provides that for every proposed rule, amendment, or rescission there must be a notice that anyone may comment on the proposed action. This comment may take different forms.

If an agency is required by statute to hold a public hearing before making any new rules, then a Notice of Public Hearing will appear following the text of the rule. Hearing dates must be at least thirty (30) days after publication of the notice in the *Missouri Register*. If no hearing is planned or required, the agency must give a Notice to Submit Comments. This allows anyone to file statements in support of or in opposition to the proposed action with the agency within a specified time, no less than thirty (30) days after publication of the notice in the *Missouri Register*.

An agency may hold a public hearing on a rule even though not required by law to hold one. If an agency allows comments to be received following the hearing date, the close of comments date will be used as the beginning day in the ninety (90)-day-count necessary for the filing of the order of rulemaking.

If an agency decides to hold a public hearing after planning not to, it must withdraw the earlier notice and file a new notice of proposed rulemaking and schedule a hearing for a date not less than thirty (30) days from the date of publication of the new notice.

Proposed Amendment Text Reminder:

Boldface text indicates new matter.

[Bracketed text indicates matter being deleted.]

Title 4—DEPARTMENT OF ECONOMIC DEVELOPMENT

Division 240—Public Service Commission Chapter 20—Electric Utilities

PROPOSED AMENDMENT

4 CSR 240-20.065 Net Metering. The commission is amending subsections (1)(A), (3)(E), (5)(C), (6)(C), and (7)(B); adding new sections (3) and (8), subsections (1)(G), (1)(I), and (9)(B), and paragraph (9)(A)1.; renumbering sections (3)–(8) and subsection (7)(C); and deleting the Interconnection Application form currently in the *Code of State Regulations* and replacing it with an updated Interconnection Application form.

PURPOSE: This amendment eliminates various inconsistencies between rule 4 CSR 240-20.065 Net Metering and rule 4 CSR 240-20.100 Electric Utility Renewable Energy Standard Requirements and defines the rate that at which the electric utilities must credit cus-

tomers-generators for the electric energy they generate which exceeds their needs.

(1) Definitions.

(A) Avoided fuel cost means *[the current annual average cost of fuel for the electric utility as calculated from information contained in the most recent annual report submitted to the commission pursuant to 4 CSR 240-3.165. Annual average cost of fuel will be calculated from information on the Steam-Electric Generating Plant Statistics Sheets of the annual report. This annual average cost of fuel shall be identified in the net metering tariffs on file with the commission and shall be updated annually within thirty (30) days after the electric utility's annual report is submitted.] avoided costs as used to calculate the electric utility's cogeneration rate as required by 4 CSR 240-3.155(4). The information used to calculate this rate is provided to the commission biennially and maintained for public inspection.*

(G) REC means Renewable Energy Credit or Renewable Energy Certificate which is tradable, and represents one (1) megawatt-hour of electricity that has been generated from a renewable energy resource.

[(G)](H) Renewable energy resources means electrical energy produced from wind, solar thermal sources, hydroelectric sources, photovoltaic cells and panels, fuel cells using hydrogen produced by one (1) of the above-named electrical energy sources, and other sources of energy that become available after August 28, 2007, and are certified as renewable by the Missouri Department of Natural Resources.

(I) Staff means the staff of the Public Service Commission of the state of Missouri.

(3) REC Ownership. RECs associated with customer-generated net-metered renewable energy resources shall be owned by the customer-generator until explicitly transferred to another entity. Nothing in this rule gives the electric utility any preferential entitlement to the RECs generated by the customer-generator's qualified electric energy generation system.

[(3)](4) Electric Utility Obligations.

(A) Net metering shall be available to customer-generators on a first-come, first-served basis until the total rated generating capacity of net metering systems equals five percent (5%) of the electric utility's Missouri jurisdictional single-hour peak load during the previous year. The commission may increase the total rated generating capacity of net metering systems to an amount above five percent (5%). However, in a given calendar year, no electric utility shall be required to approve any application for interconnection if the total rated generating capacity of all applications for interconnection already approved to date by said electric utility in said calendar year equals or exceeds one percent (1%) of said electric utility's single-hour peak load for the previous calendar year.

(B) A tariff or contract shall be offered that is identical in electrical energy rates, rate structure, and monthly charges to the contract or tariff that the customer would be assigned if the customer were not an eligible customer-generator but shall not charge the customer-generator any additional standby, capacity, interconnection, or other fee or charge that would not otherwise be charged if the customer were not an eligible customer-generator.

(C) The availability of the net metering program shall be disclosed annually to each of its customers with the method and manner of disclosure being at the discretion of the electric utility.

(D) For any cause of action relating to any damages to property or person caused by the generation unit of a customer-generator or the interconnection thereof, the electric utility shall have no liability absent clear and convincing evidence of fault on the part of the supplier.

(E) Any costs incurred under this rule by an electric utility not recovered directly from the customer-generator, as identified in ~~[(5)](6)~~(F), shall be recoverable in that electric utility's rate structure.

(F) No fee, charge, or other requirement not specifically identified in this rule shall be imposed unless the fee, charge, or other requirement would apply to similarly situated customers who are not customer-generators.

~~[(4)](5)~~ Customer-Generator Liability Insurance Obligation.

(A) Customer-generator systems greater than ten kilowatts (10 kW) shall carry no less than one hundred thousand dollars (\$100,000) of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the net metering unit. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

(B) Customer-generator systems ten kilowatts (10 kW) or less shall not be required to carry liability insurance; however, any tariff or contract offered by a utility to customer-generators shall contain language stating that absent clear and convincing evidence of fault on the part of the retail electric supplier, those retail electric suppliers cannot be held liable for any action or cause of action relating to any damages to property or persons caused by the generation unit of a customer-generator or the interconnection thereof pursuant to section 386.890.11, RSMo. *[Supp. 2008.]* Further, any tariff or contract offered by utilities to customer-generators shall state that customer-generators may have legal liabilities not covered under their existing insurance policy in the event the customer-generator's negligence or other wrongful conduct causes personal injury (including death), damage to property, or other actions and claims.

~~[(5)](6)~~ Qualified Electric Customer-Generator Obligations.

(A) Each qualified electric energy generation unit used by a customer-generator shall meet all applicable safety, performance, interconnection, and reliability standards established by any local code authorities, the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL) for distributed generation; including, but not limited to, IEEE 1547 and UL 1741.

(B) The electric utility may require that a customer-generator's system contain a switch, circuit breaker, fuse, or other easily accessible device or feature located in immediate proximity to the customer-generator's metering equipment that would allow an electric utility worker the ability to manually and instantly disconnect the unit from the electric utility's distribution system.

(C) No consumer shall connect or operate an electric generation unit in parallel phase and synchronization with any electric utility without written approval by said electric utility that all of the requirements under subsection ~~[(7)](B)](9)~~(C) of this rule have been met. For a customer-generator who violates this provision, an electric utility may immediately and without notice disconnect the electric facilities of said customer-generator and terminate said customer-generator's electric service.

(D) A customer-generator's facility shall be equipped with sufficient metering equipment that can measure the net amount of electrical energy produced and consumed by the customer-generator. If the customer-generator's existing meter equipment does not meet these requirements or if it is necessary for the electric utility to install additional distribution equipment to accommodate the customer-generator's facility, the customer-generator shall reimburse the electric utility for the costs to purchase and install the necessary additional equipment. At the request of the customer-generator, such costs may be initially paid for by the electric utility, and any amount up to the total costs and a reasonable interest charge may be recovered from the customer-generator over the course of up to twelve (12) billing cycles. Any subsequent meter testing, maintenance, or meter equipment change necessitated by the customer-generator shall be paid for by the customer-generator.

(E) Each customer-generator shall, at least once every year, conduct a test to confirm that the net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero (0)) within two (2) seconds of being disconnected from the electric utility's system. Disconnecting the net metering unit from the electric utility's electric system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test.

(F) The customer-generator shall maintain a record of the results of these tests and, upon request, shall provide a copy of the test results to the electric utility.

1. If the customer-generator is unable to provide a copy of the test results upon request, the electric utility shall notify the customer-generator by mail that the customer-generator has thirty (30) days from the date the customer-generator receives the request to provide the results of a test to the electric utility~~;/~~.

2. If the customer-generator's equipment ever fails this test, the customer-generator shall immediately disconnect the net metering unit~~;/~~.

3. If the customer-generator does not provide the results of a test to the electric utility within thirty (30) days of receiving a request from the electric utility or the results of the test provided to the electric utility show that the unit is not functioning correctly, the electric utility may immediately disconnect the net metering unit~~;/ and/~~.

4. The net metering unit shall not be reconnected to the electric utility's electrical system by the customer-generator until the net metering unit is repaired and operating in a normal and safe manner.

~~[(6)](7)~~ Determination of Net Electrical Energy. Net electrical energy measurement shall be calculated in the following manner:

(A) For a customer-generator, an electric utility shall measure the net electrical energy produced or consumed during the billing period in accordance with normal metering practices for customers in the same rate class, either by employing a single, bidirectional meter that measures the amount of electrical energy produced and consumed, or by employing multiple meters that separately measure the customer-generator's consumption and production of electricity;

(B) If the electricity supplied by the electric utility exceeds the electricity generated by the customer-generator during a billing period, the customer-generator shall be billed for the net electricity supplied by the supplier in accordance with normal practices for customers in the same rate class;

(C) If the electricity generated by the customer-generator exceeds the electricity supplied by the electric utility during a billing period, the customer-generator shall be billed for the appropriate customer charges for that billing period in accordance with section ~~[(3)](4)~~ of this rule and shall be credited *[an amount at least equal to the avoided fuel cost of] with the product of the excess kilowatt-hours generated during the billing period[, with this credit applied to] and the rate identified in the electric utility's net metering tariff sheet filed with the commission in the following billing period. This rate is calculated from the electric utility's avoided fuel cost; and*

(D) Any credits granted by this subsection shall expire without any compensation at the earlier of either twelve (12) months after their issuance, or when the customer-generator disconnects service or terminates the net metering relationship with the electric utility.

(8) Net Metering Rates. Each electric utility shall file on or before January 15 of each odd-numbered year for the commission's approval in the electric utility's tariff, a rate schedule with a net metering rate that is the same rate as the utility's cogeneration rate. The electric utility's cogeneration rate is filed for the commission's approval in the electric utility's tariff on or before January 15 of every odd-numbered year as required in 4 CSR 240-3.155 Requirements for Electric Utility Cogeneration Tariff Filings section (4). The cogeneration rate is stated in dollars per kilowatt-hour or cents per kilowatt-hour on the cogeneration rate

tariff sheet and, likewise, the net metering rate shall be stated in dollars per kilowatt-hour or cents per kilowatt-hour on the net metering rate tariff sheet.

/(7)/(9) Interconnection Agreement.

(A) Each customer-generator and electric utility shall enter into the interconnection agreement included herein.

1. If the electric utility so chooses, it may allow customers to apply electronically through the electric utility's website.

A. The interconnection agreement on the electric utility's website shall substantially be the same as the interconnection agreement included herein.

B. The electronic agreement shall be reviewed by staff prior to being placed on the electric utility's website.

C. The electric utility shall notify staff of any revisions to the electronic agreement on its website within ten (10) working days of when the electronic agreement is revised.

(B) References to a solar rebate in the interconnection agreement included herein are not required for electric utilities that are not required to offer solar rebates.

/(B)/(C) Applications by a customer-generator for interconnection of a qualified electric energy generation unit to the distribution system shall be accompanied by the plan for the customer-generator's electrical generating system including, but not limited to, a wiring diagram and specifications for the generating unit, and shall be reviewed and responded to by the electric utility within thirty (30) days of receipt for systems ten kilowatts (10 kW) or less and within ninety (90) days of receipt for all other systems. Prior to the interconnection of the qualified generation unit to the electric utility's system, the customer-generator will furnish the electric utility a certification from a qualified professional electrician or engineer that the installation meets the requirements of subsections /(5)/(6)(A) and /(5)/(6)(B). If the application for interconnection is approved by the electric utility and the customer-generator does not complete the interconnection within one (1) year after receipt of notice of the approval, the approval shall expire and the customer-generator shall be responsible for filing a new application.

/(C)/(D) Upon the change in ownership of a qualified electric energy generation unit, the new customer-generator shall be responsible for filing a new application.

/(8)/(10) Electric Utility Reporting Requirements. Each year prior to April 15, every electric utility shall:—

(A) Submit an annual net metering report to the commission and make said report available to a consumer of the electric utility upon request, including the following information for the previous calendar year:

1. The total number of customer-generator facilities connected to its distribution system;

2. The total estimated generating capacity of customer-generators that are connected to its distribution system; and

3. The total estimated net kilowatt-hours received from customer-generators; and

(B) Supply to the manager of the energy department of the commission a copy of the standard information regarding net metering and interconnection requirements provided to customers or posted on the electric utility's website.

[INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING
SYSTEMS WITH CAPACITY OF ONE HUNDRED
KILOWATTS (100 kW) OR LESS

For Customers Applying for Interconnection:

If you are interested in applying for interconnection to [Utility Name]'s electrical system, you should first contact [Utility Name] and ask for information related to interconnection of parallel generation equipment to [Utility Name]'s system and you should understand this information before proceeding with this Application.

If you wish to apply for interconnection to [Utility Name]'s electrical system, please complete sections A, B, C, and D, and attach the plans and specifications, including, but not limited to, describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to [Utility Name] at:

[Utility Mailing Address]

The company will provide notice of approval or denial within thirty (30) days of receipt by [Utility Name] for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by [Utility Name] for Customer-Generators of greater than ten kilowatts (10 kW). If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and [Utility Name], it shall become a binding contract and shall govern your relationship with [Utility Name].

For Customers Who Have Received Approval of
Customer-Generator System Plans and Specifications:

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to [Utility Name] for review and completion of section G at:

[Utility Mailing Address]

Prior to the interconnection of the qualified generation unit to [Utility Name] system, the customer-generator will furnish [Utility name] a certification from a qualified professional electrician or engineer that the installation meets the plans and specification described in the application. If the application for interconnection is approved by [Utility Name] and the customer-generator does not complete the interconnection within one (1) year after receipt of notice of the approval, the approval shall expire and the customer-generator shall be responsible for filing a new application.

[Utility Name] will complete the utility portion of section G and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, schedule a date for interconnection of the Customer-Generator System to [Utility Name]'s electrical system within fifteen (15) days of receipt by [Utility Name] if electric service already exists to the premises, unless the Customer-Generator and [Utility Name] agree to a later date. Similarly, upon receipt of a completed Application/Agreement form and payment of any applicable fees, if electric service does not exist to the premises, [Utility Name] will schedule a date for interconnection of the Customer-Generator System to [Utility Name]'s electrical system no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and [Utility Name] agree to a later date.

For Customers Who Are Assuming Ownership or Operational
Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, D, and F of this Application/Agreement and forward to [Utility Name] at:

[Utility Mailing Address]

[Utility Name] will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by [Utility Name] if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. Customer-Generator's Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Service/Street Address (if different from above): _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

Emergency Contact Phone: _____

[Utility Name] Account No. (from Utility Bill): _____

B. Customer-Generator's System Information

Manufacturer Name Plate (if applicable) AC Power Rating: _____ kW Voltage: _____ Volts

System Type: Solar/Thermal Wind Fuel Cell Thermal Photovoltaic Hydroelectric Other
(describe) _____

Service/Street Address: _____

Inverter/Interconnection Equipment Manufacturer: _____

Inverter/Interconnection Equipment Model No.: _____

Are required System Plans, Specifications, & Writing Diagram attached? Yes No

Inverter/Interconnection Equipment Location (describe): _____

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe): _____

Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts

Service Character: Single Phase Three Phase

C. Installation Information/Hardware and Installation Compliance

Person or Company Installing: _____

Contractor's License No. (if applicable): _____

Approximate Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

Person or Agency Who Will Inspect/Certify Installation: _____

The Customer-Generator's proposed System hardware complies with all applicable National Electrical Safety Code (NESC), National Electrical Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1741 and IEEE 1547. The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of [Utility Name]. The proposed System has a lockable, visible disconnect device, accessible at all times to [Utility Name] personnel. The System is only required to include one lockable, visible disconnect device, accessible to [Utility Name]. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement. The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to [Utility Name]'s electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when [Utility Name]'s electric system is not energized or operating normally. If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to [Utility Name]'s electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

Name (Print): _____

D. Additional Terms and Conditions

In addition to abiding by [Utility Name]'s other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation/Disconnection

If it appears to [Utility Name], at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality, or reliability of [Utility Name]'s electrical system, [Utility Name] may immediately disconnect and lock-out the Customer-Generator's System from [Utility Name]'s electrical system. The Customer-Generator shall permit [Utility Name]'s employees and inspectors reasonable access to inspect, test, and examine the Customer-Generator's System.

2) Liability

Liability insurance is not required for Customer-Generators of ten kilowatts (10 kW) or less. For generators greater than ten kilowatts (10kW), the Customer-Generator agrees to carry no less than one hundred thousand dollars (\$100,000) of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy. Customer-generators, including those whose systems are ten kilowatts (10 kW) or less, may have legal liabilities not covered under their existing insurance policy in the event the customer-generator's negligence or other wrongful conduct causes personal injury (including death), damage to property, or other actions and claims.

3) Metering and Distribution Costs

A customer-generator's facility shall be equipped with sufficient metering equipment that can measure the net amount of electrical energy produced or consumed by the customer-generator. If the customer-generator's existing meter equipment does not meet these requirements or if it is necessary for [Utility Name]

to install additional distribution equipment to accommodate the customer-generator's facility, the customer-generator shall reimburse [Utility Name] for the costs to purchase and install the necessary additional equipment. At the request of the customer-generator, such costs may be initially paid for by [Utility Name], and any amount up to the total costs and a reasonable interest charge may be recovered from the customer-generator over the course of up to twelve (12) billing cycles. Any subsequent meter testing, maintenance or meter equipment change necessitated by the customer-generator shall be paid for by the customer-generator.

4) Energy Pricing and Billing

The net electric energy delivered to the Customer-Generator shall be billed in accordance with rate schedule(s) [Utility's Applicable Rate Schedules]. The value of the electric energy delivered by the Customer-Generator to [Utility Name] shall be credited in accordance with rate schedule(s) [Utility's Applicable Rate Schedules].

Net electrical energy measurement shall be calculated in the following manner:

(a) For a customer-generator, a retail electric supplier shall measure the net electrical energy produced or consumed during the billing period in accordance with normal metering practices for customers in the same rate class, either by employing a single, bidirectional meter that measures the amount of electrical energy produced and consumed, or by employing multiple meters that separately measure the customer-generator's consumption and production of electricity;

(b) If the electricity supplied by the supplier exceeds the electricity generated by the customer-generator during a billing period, the customer-generator shall be billed for the net electricity supplied by the supplier in accordance with normal practices for customers in the same rate class;

(c) If the electricity generated by the customer-generator exceeds the electricity supplied by the supplier during a billing period, the customer-generator shall be billed for the appropriate customer charges for that billing period and shall be credited an amount at least equal to the avoided fuel cost of the excess kilowatt-hours generated during the billing period, with this credit applied to the following billing period.

(d) Any credits granted by this subsection shall expire without any compensation at the earlier of either twelve (12) months after their issuance, or when the customer-generator disconnects service or terminates the net metering relationship with the supplier.

5) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and [Utility Name], and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving [Utility Name] at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with [Utility Name]'s system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and [Utility Name]. This agreement may also be terminated, by approval of the Commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

6) Transfer of Ownership

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. [Utility Name] shall be notified no less than

thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over operational control of Customer-Generator's System must file a new Application/Agreement, and must receive authorization from [Utility Name], before the existing Customer-Generator System can remain interconnected with [Utility Name]'s electrical system. The new Application/Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agree to them. If no changes are being made to the Customer-Generator's System, completing sections A, D, and F of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, [Utility Name] will assess no charges or fees for this transfer. [Utility Name] will review the new Application/Agreement and shall approve such, within fifteen (15) days if the new Customer-Generator has satisfactorily completed the Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. [Utility Name] will then complete section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with [Utility Name]'s electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to [Utility Name] a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

7) Dispute Resolution

If any disagreements between the Customer-Generator and [Utility Name] arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.

8) Testing Requirement

IEEE 1547 requires periodic testing of all interconnection related protective functions. The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from [Utility Name]'s electrical system. Disconnecting the net metering unit from [Utility Name]'s electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The Customer-Generator shall maintain a record of the results of these tests and, upon request by [Utility Name], shall provide a copy of the test results to [Utility Name]. If the Customer-Generator is unable to provide a copy of the test results upon request, [Utility Name] shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to [Utility Name], the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from [Utility Name]'s system. If the Customer-Generator does not provide results of a test to [Utility Name] within thirty (30) days of receiving a request from [Utility Name] or the results of the test provided to [Utility Name] show that the Customer-Generator's net metering unit is not functioning correctly, [Utility Name] may immediately disconnect the Customer-Generator's System from [Utility Name]'s system. The Customer-Generator's System shall not be reconnected to [Utility Name]'s electrical system by the Customer-Generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 8 of this Application/Agreement.

Signed (Customer-Generator): _____ Date: _____

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print): _____

Inspector Certification: Licensed Engineer in Missouri ___ Licensed Electrician in Missouri ___ License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of [Utility Name]’s parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer’s recommended practices as well as [Utility Name]’s interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on [Utility Name]’s electrical system, I shall disconnect the Customer-Generator System and not reconnect it to [Utility Name]’s electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify [Utility Name] no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System’s output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to [Utility Name].

I agree not to operate the Customer-Generator System in parallel with [Utility Name]’s electrical system until this Application/Agreement has been approved by [Utility Name].

Signed (Customer-Generator): _____ Date: _____

G. Utility Application Approval (completed by [Utility Name])

[Utility Name] does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator’s System or the Customer-Generator’s negligence.

This Application is approved by [Utility Name] on this _____ day of _____ (month), _____ (year).

[Utility Name] Representative Name (print): _____

Signed [Utility Name] Representative: _____]

**INTERCONNECTION APPLICATION/AGREEMENT FOR NET METERING
SYSTEMS WITH CAPACITY OF ONE HUNDRED
KILOWATTS (100 kW) OR LESS**

[Utility Name and Mailing Address]

For Customers Applying for Interconnection:

If you are interested in applying for interconnection to [Utility Name]'s electrical system, you should first contact [Utility Name] and ask for information related to interconnection of parallel generation equipment to [Utility Name]'s system and you should understand this information before proceeding with this Application.

If you wish to apply for interconnection to [Utility Name]'s electrical system, please complete sections A, B, C, and D, and attach the plans and specifications, including, but not limited to, describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to [Utility Name] at the address above. The company will provide notice of approval or denial within thirty (30) days of receipt by [Utility Name] for Customer-Generators of ten kilowatts (10 kW) or less and within ninety (90) days of receipt by [Utility Name] for Customer-Generators of greater than ten kilowatts (10 kW). If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and [Utility Name], it shall become a binding contract and shall govern your relationship with [Utility Name].

**For Customers Who Have Received Approval of
Customer-Generator System Plans and Specifications:**

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to [Utility Name] for review and completion of section I at the address above. Prior to the interconnection of the qualified generation unit to [Utility Name] system, the customer-generator will furnish [Utility Name] a certification from a qualified professional electrician or engineer that the installation meets the plans and specification described in the application. If the application for interconnection is approved by [Utility Name] and the customer-generator does not complete the interconnection within one (1) year after receipt of notice of the approval, the approval shall expire and the customer-generator shall be responsible for filing a new application.

[Utility Name] will complete the utility portion of section I and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, schedule a date for interconnection of the Customer-Generator System to [Utility Name]'s electrical system within fifteen (15) days of receipt by [Utility Name] if electric service already exists to the premises, unless the Customer-Generator and [Utility Name] agree to a later date. Similarly, upon receipt of a completed Application/Agreement form and payment of any applicable fees, if electric service does not exist to the premises, [Utility Name] will schedule a date for interconnection of the Customer-Generator System to [Utility Name]'s electrical system no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and [Utility Name] agree to a later date.

For Customers Who Are Installing Solar Systems:

Upon completion of section G and H, a rebate of \$2/watt up to 25,000 watts (25kW) is available from [Utility Name] on an expanded or new system that becomes operational after 12/31/2009 with a maximum rebate of \$50,000.

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System:

If no changes are being made to the existing Customer-Generator System, complete sections A, F, and H of this Application/Agreement and forward to [Utility Name] at the address above. [Utility Name] will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by [Utility Name] if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. Customer-Generator's Information

Name on [Utility Name] Electric Account: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Service/Street Address (if different from above): _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

Emergency Contact Phone: _____

[Utility Name] Account No. (from Utility Bill): _____

If account has multiple meters, provide the meter number to be used for net metering: _____

B. Customer-Generator's System Information

Manufacturer Name Plate Power Rating: _____ kW AC or DC (circle one)

Voltage: _____ Volts

System Type: Wind Fuel Cell Solar Thermal Photovoltaic Hydroelectric Other (describe)

Inverter/Interconnection Equipment Manufacturer: _____

Inverter/Interconnection Equipment Model No.: _____

Inverter/Interconnection Equipment Location (describe): _____

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Distance from meter: _____

Describe the location of the disconnect switch: _____

Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts

Service Character: Single Phase Three Phase

Total capacity of existing customer-generator system (if applicable): _____ kW

System Plans, Specifications, and Wiring Diagram must be attached for a valid application.**C. Installation Information/Hardware and Installation Compliance**

Company Installing System: _____

Contact Person of Company Installing System: _____ Phone Number: _____

Contractor's License No. (if applicable): _____

Approximate Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ Email: _____

Person or Agency Who Will Inspect/Certify Installation: _____

The Customer-Generator's proposed System hardware complies with all applicable National Electrical Safety Code (NESC), National Electrical Code (NEC), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1741 and IEEE 1547. The proposed installation complies with all applicable local electrical codes and all reasonable safety requirements of [Utility Name]. The proposed System has a lockable, visible AC disconnect device, accessible at all times to [Utility Name] personnel. The System is only required to include one lockable, visible disconnect device, accessible to [Utility Name]. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement. The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency,

underfrequency, and overcurrent, and to provide for System synchronization to [Utility Name]'s electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when [Utility Name]'s electric system is not energized or operating normally. If the proposed System is designed to provide uninterruptible power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to [Utility Name]'s electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

D. Additional Terms and Conditions

In addition to abiding by [Utility Name]'s other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1) Operation/Disconnection

If it appears to [Utility Name], at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality, or reliability of [Utility Name]'s electrical system, [Utility Name] may immediately disconnect and lock-out the Customer-Generator's System from [Utility Name]'s electrical system. The Customer-Generator shall permit [Utility Name]'s employees and inspectors reasonable access to inspect, test, and examine the Customer-Generator's System.

2) Liability

Liability insurance is not required for Customer-Generators of ten kilowatts (10 kW) or less. For generators greater than ten kilowatts (10 kW), the Customer-Generator agrees to carry no less than one hundred thousand dollars (\$100,000) of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy. Customer-generators, including those whose systems are ten kilowatts (10 kW) or less, may have legal liabilities not covered under their existing insurance policy in the event the customer-generator's negligence or other wrongful conduct causes personal injury (including death), damage to property, or other actions and claims.

3) Metering and Distribution Costs

A customer-generator's facility shall be equipped with sufficient metering equipment that can measure the net amount of electrical energy produced or consumed by the customer-generator. If the customer-generator's existing meter equipment does not meet these requirements or if it is necessary for [Utility Name] to install additional distribution equipment to accommodate the customer-generator's facility, the customer-generator shall reimburse [Utility Name] for the costs to purchase and install the necessary additional equipment. At the request of the customer-generator, such costs may be initially paid for by [Utility Name], and any amount up to the total costs and a reasonable interest charge may be recovered from the customer-generator over the course of up to twelve (12) billing cycles. Any subsequent meter testing, maintenance or meter equipment change necessitated by the customer-generator shall be paid for by the customer-generator.

4) Ownership of Renewable Energy Credits or Renewable Energy Certificates (RECs)

RECs created through the generation of electricity by the customer-owner are owned by the customer-generator until explicitly transferred to another entity. Nothing in this contract gives [Utility Name] any preferential entitlement to the RECs generated by the customer-generator's system.

5) Energy Pricing and Billing

The net electric energy delivered to the Customer-Generator shall be billed in accordance with net metering rate schedule(s) [Utility's Applicable Rate Schedules]. The value of the electric energy delivered by the Customer-Generator to [Utility Name] shall be credited in accordance with rate schedule(s) [Utility's Applicable Rate Schedules].

Net electrical energy measurement shall be calculated in the following manner:

(a) For a customer-generator, a retail electric supplier shall measure the net electrical energy produced or consumed during the billing period in accordance with normal metering practices for customers in the same rate class, either by employing a single, bidirectional meter that measures the amount of electrical energy produced and consumed, or by employing multiple meters that separately measure the customer-generator's consumption and production of electricity;

(b) If the electricity supplied by the supplier exceeds the electricity generated by the customer-generator during a billing period, the customer-generator shall be billed for the net electricity supplied by the supplier in accordance with normal practices for customers in the same rate class;

(c) If the electricity generated by the customer-generator exceeds the electricity supplied by the supplier during a billing period, the customer-generator shall be billed for the appropriate customer charges for that billing period and shall be credited an amount for the excess kilowatt-hours generated during the billing period at the net metering rate identified in [Utility Name's] tariff filed at the Public Service Commission, with this credit applied to the following billing period; and

(d) Any credits granted by this subsection shall expire without any compensation at the earlier of either twelve (12) months after their issuance, or when the customer-generator disconnects service or terminates the net metering relationship with the supplier.

6) Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and [Utility Name], and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving [Utility Name] at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with [Utility Name]'s system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and [Utility Name]. This Agreement may also be terminated, by approval of the commission, if there is a change in statute that is determined to be applicable to this contract and necessitates its termination.

7) Transfer of Ownership

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. [Utility Name] shall be notified no less than thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over operational control of Customer-Generator's System

must file a new Application/Agreement, and must receive authorization from [Utility Name], before the existing Customer-Generator System can remain interconnected with [Utility Name]'s electrical system. The new Application/Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agree to them. If no changes are being made to the Customer-Generator's System, completing sections A, F, and H of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, [Utility Name] will assess no charges or fees for this transfer. [Utility Name] will review the new Application/Agreement and shall approve such, within fifteen (15) days if the new Customer-Generator has satisfactorily completed the Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. [Utility Name] will then complete section I and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with [Utility Name]'s electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to [Utility Name] a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

8) Dispute Resolution

If any disagreements between the Customer-Generator and [Utility Name] arise that cannot be resolved through normal negotiations between them, the disagreements may be brought to the Missouri Public Service Commission by either party, through an informal or formal complaint. Procedures for filing and processing these complaints are described in 4 CSR 240-2.070. The complaint procedures described in 4 CSR 240-2.070 apply only to retail electric power suppliers to the extent that they are regulated by the Missouri Public Service Commission.

9) Testing Requirement

IEEE 1547 requires periodic testing of all interconnection related protective functions. The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from [Utility Name]'s electrical system. Disconnecting the net metering unit from [Utility Name]'s electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The Customer-Generator shall maintain a record of the results of these tests and, upon request by [Utility Name], shall provide a copy of the test results to [Utility Name]. If the Customer-Generator is unable to provide a copy of the test results upon request, [Utility Name] shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to [Utility Name], the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator's System from [Utility Name]'s system. If the Customer-Generator does not provide results of a test to [Utility Name] within thirty (30) days of receiving a request from [Utility Name] or the results of the test provided to [Utility Name] show that the Customer-Generator's net metering unit is not functioning correctly, [Utility Name] may immediately disconnect the Customer-Generator's System from [Utility Name]'s system. The Customer-Generator's System shall not be reconnected to [Utility Name]'s electrical system by the Customer-Generator until the Customer-Generator's System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 9 of this Application/Agreement.

Signed (Customer-Generator): _____ Date: _____
Must be signature of [Utility Name] account holder (customer)

E. Electrical Inspection

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print): _____

Inspector Certification: Licensed Engineer in Missouri ___ Licensed Electrician in Missouri ___

License No. _____

Signed (Inspector): _____ Date: _____

F. Customer-Generator Acknowledgement

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of [Utility Name]'s parallel generation tariff or rate schedule (as applicable) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturer's recommended practices as well as [Utility Name]'s interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on [Utility Name]'s electrical system, I shall disconnect the Customer-Generator System and not reconnect it to [Utility Name]'s electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify [Utility Name] no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to [Utility Name].

I agree not to operate the Customer-Generator System in parallel with [Utility Name]'s electrical system until this Application/Agreement has been approved by [Utility Name].

Signed (Customer-Generator): _____ Date: _____

G. Solar Rebate (For Solar Installations only)

Solar Module Manufacturer: _____ Inverter Rating: _____ kW
 Solar Module Model No.: _____ Number of Modules/Panel: _____
 Module Rating: _____ DC watts System Rating (sum of solar panels): _____ kW
 Module Warranty: _____ years (circle on spec sheet)
 Inverter Warranty: _____ years (circle on spec sheet)
 Location of Modules: _____ Roof _____ Ground Installation Type: _____ Fixed _____ Ballast
 System Installation Date: _____

Solar system must be permanently installed on the applicant’s premises for a valid application

Required documents to receive solar rebate (required to be attached for a valid application):

- Copies of detail receipts/invoices with purchase date circled
- Copies of detail spec sheets on each component
- Copies of proof of warranty sheet (minimum of 10 year warranty)
- Photo(s) of completed system
- Completed Taxpayer Information Form

H. Solar Rebate Declaration (For Solar Installations only)

I understand that this program has a limited budget, and that application will be accepted on a first-come, first-served basis, while funds are available. It is possible that I may be notified I have been placed on a waiting list for the next year’s rebate program if funds run out for the current year. This program may be modified or discontinued at any time without notice from [Utility Name].

I understand that the solar system must be permanently installed and remain in place on premises for the duration of its useful life – a minimum of 10 years.

I understand the equipment must be new when installed, commercially available, and carry a minimum 10-year warranty.

I understand a rebate of \$2/watt up to 25,000 watts (25 kW) is available from [Utility Name] on expanded or new systems that become operational after 12/31/2009 with a maximum rebate of \$50,000.

I understand the DC wattage rating provided by the original manufacturer and as noted in section G will be used to determine rebate amount.

I understand business corporations receiving a rebate of \$600 or more will receive a 1099. (Please consult your tax advisor with any questions.)

The undersigned warrants, certifies, and represents that the information provided in this form is true and correct to the best of my knowledge; and the installation meets all Missouri Net Metering and Solar Electric Rebate program requirements.

Applicant’s Signature

Installer’s Signature

Print Solar Rebate Applicant’s Name

Print Installer’s Name

I. Utility Application/Agreement Approval (*completed by* [Utility Name])

[Utility Name] does not, by approval of this Application/Agreement, assume any responsibility or liability for damage to property or physical injury to persons due to malfunction of the Customer-Generator's System or the Customer-Generator's negligence.

This Application is approved by [Utility Name] on this _____ day of _____ (month), _____ (year).
[Utility Name] Representative Name (print): _____

Signed [Utility Name] Representative: _____

AUTHORITY: section 386.250, RSMo 2000, and section 386.890.9, RSMo Supp. 2011. Original rule filed March 11, 2003, effective Aug. 30, 2003. Amended: Filed June 17, 2008, effective Feb. 28, 2009. Amended: Filed Feb. 20, 2009, effective Oct. 30, 2009. Amended: Filed Jan. 26, 2012.

PUBLIC COST: This proposed amendment will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the aggregate.

PRIVATE COST: This proposed amendment will not cost private entities more than five hundred dollars (\$500) in the aggregate.

NOTICE OF PUBLIC HEARING AND NOTICE TO SUBMIT COMMENTS: Anyone may file comments in support of or in opposition to this proposed amendment with the Missouri Public Service Commission, Steven C. Reed, Secretary of the Commission, PO Box 360, Jefferson City, MO 65102. To be considered, comments must be received at the commission's offices on or before April 2, 2012, and should include a reference to Commission Case No. EX-2012-0193. Comments may also be submitted via a filing using the commission's electronic filing and information system at <http://www.psc.mo.gov/efis.asp>. A public hearing regarding this proposed amendment is scheduled for Tuesday, April 3, 2012, at 10:00 a.m. in Room 305 of the commission's offices in the Governor Office Building, 200 Madison Street, Jefferson City, Missouri. Interested persons may appear at this hearing to submit additional comments and/or testimony in support of or in opposition to this proposed amendment and may be asked to respond to commission questions.

SPECIAL NEEDS: Any persons with special needs as addressed by the Americans with Disabilities Act should contact the Missouri Public Service Commission at least ten (10) days prior to the hearing at one (1) of the following numbers: Consumer Services Hotline 1-800-392-4211 (voice) or Relay Missouri at 711.

**Title 5—DEPARTMENT OF ELEMENTARY AND
SECONDARY EDUCATION
Division 20—Division of Learning Services
Chapter 100—Office of Quality Schools**

PROPOSED RULE

5 CSR 20-100.250 Charter Schools

PURPOSE: This rule establishes policies and procedures for the Missouri Department of Elementary and Secondary Education to evaluate charter sponsors relating to the standards for sponsorship, as authorized by section 160.400.14, RSMo Supp. 2011.

(1) Charter sponsorship and continued receipt of state funds to defray the expense of charter sponsorship shall be based on the determination that a charter sponsor remains in good standing with the sponsorship obligations outlined in sections 160.400 to 160.420, RSMo, and section 167.349, RSMo.

(2) In determining good standing under this section, the Department of Elementary and Secondary Education (department) shall evaluate charter sponsor policies and practices in the following areas:

- (A) Charter application approval;
- (B) Required charter agreement terms and content;
- (C) Sponsor performance evaluation and compliance monitoring; and
- (D) Charter renewal, intervention, and revocation decisions.

(3) The charter sponsor's approval process shall include an application that provides sufficient information for a rigorous evaluation of

the proposed charter and provides clear documentation of a quality education program; effective governance and management structures; and a sustainable operational plan.

(4) A charter approved by the charter sponsor should include a description of the obligations and responsibilities of the charter school, as outlined in sections 160.400 to 160.420, RSMo, and section 167.349, RSMo, and provide for—

(A) An annual review of the charter school's compliance with statutory standards, including:

1. Participation in the statewide system of assessments, as designated by the State Board of Education (board) pursuant to section 160.518, RSMo;

2. Assurances for the completion and distribution of an annual report card as prescribed in section 160.522, RSMo;

3. The collection of baseline data during at least the first three (3) years of operation to determine the longitudinal success of the charter school;

4. A method to measure pupil progress toward the pupil academic standards adopted by the board pursuant to section 160.514, RSMo; and

5. Publication of each charter school's Annual Performance Report (APR);

(B) Procedures, consistent with the *Missouri Financial Accounting Manual*, for monitoring the financial accountability of the charter, which shall include:

1. An annual audit by a certified public accountant, published audit reports and annual financial reports as provided in Chapter 165, RSMo;

2. Compliance with all federal audit requirements established for charter schools with local education agency status; and

3. Compliance with the requirements of any audit by petition under section 29.230, RSMo, for a political subdivision of the state;

(C) Pre-opening requirements for applications that require that charter schools meet all health, safety, and other legal requirements prior to opening; and

(D) Procedures in place in the event of charter school closure, including:

- 1. The archival of student records;
- 2. The archival of business operations records;
- 3. Submission of final financial reports;
- 4. Resolution of any remaining financial obligations; and
- 5. The disposition of charter school assets.

(5) For charter schools that are recipients of a federal Charter School Program Grant, a determination that—

(A) Each authorized charter in the state operates under a legally binding charter or performance contract between itself and the school's authorized public chartering agency that describes the obligations and responsibilities of the school and the public chartering agency; conduct annual, timely, and independent audits of the school's financial statements that are filed with the sponsor; and demonstrate improved student academic achievement; and

(B) Sponsors use increases in student academic achievement for all groups of students, as described in section 1111(b)(2)(C)(v) of the Elementary and Secondary Education Act, as the most important factor when determining to renew or revoke a school's charter.

(6) Intervention, renewal, and revocation policies of the charter sponsor shall outline the conditions in which the charter sponsor may intervene in the operation of the charter school, along with actions and consequences that may ensue, and the conditions for renewal of the charter at the end of the term. These policies shall include the following minimum standards:

(A) Intervention policies during the charter term should give schools clear, adequate, evidence-based, and timely notice of contract violations or performance deficiencies and should mandate intervention based upon findings of the board of the following:

1. The charter school provides a high school program which fails to maintain a graduation rate of at least seventy percent (70%) in three (3) of the last four (4) school years;

2. The charter school's APR results are below that of the district in which the charter school is located for standards applicable to its building configuration three (3) of the last four (4) school years; or

3. The charter school is identified as a persistently lowest-achieving school by the department;

(B) Renewal process and decisions are based on the thorough analysis of a comprehensive body of objective evidence and should consider if—

1. The charter school has maintained APR results that meet or exceed the district in which the charter school is located for standards applicable to its building configuration;

2. The charter school is organizationally and fiscally viable determining at minimum that the school does not have—

A. A negative balance in its operating funds;

B. A combined balance of less than three percent (3%) of the amount expended for such funds during the previous fiscal year; or

C. Expenditure that exceeds receipts for the most recently completed fiscal year; and

3. The charter school has been faithful to the terms of the contract and applicable law; and

(C) Revocation during the charter term if—

1. There is clear evidence of underperformance as demonstrated in the charter school's APR in three (3) of the last four (4) school years; or

2. There is a violation of the law or the public trust that imperils students or public funds.

(7) The department shall provide to the sponsor the information submitted in the Annual Secretary of the Board Report (ASBR) to help identify charter schools in financial stress.

(A) The sponsor will notify the governing board of the charter school by November 1 of a charter school identified as financially stressed. The charter sponsor shall develop a budget and education plan.

(B) The budget and education plan, signed by the officers of the charter school as well as the sponsor, shall be submitted to the department within forty-five (45) calendar days of notification that the charter school has been identified as experiencing financial stress.

(C) Upon receipt, and review of any budget and education plan, the department may make suggestions to improve the plan.

(8) If the department determines that a sponsor is in material non-compliance with its sponsorship duties, the charter sponsor shall be notified and be given reasonable time for remediation.

(9) If remediation does not address the compliance issues identified by the department, the Commissioner of Education or a designee shall conduct a public hearing, and thereafter, provide notice to the charter sponsor of corrective action that will be recommended to the board.

(A) Corrective action by the department may include:

1. Capping the number of charters that may be issued by the sponsor;

2. A moratorium on payment of state charter sponsorship funds; and/or

3. Suspension or revocation of the charter sponsorship authority.

(B) The charter sponsor may, within thirty (30) days of receipt of the notice of the commissioner's recommendation, provide a written statement and other documentation to show cause as to why that action should not be taken.

(C) Final determination of corrective action shall be determined by the board based upon a review of the documentation submitted by the department and the charter sponsor.

AUTHORITY: sections 160.400 and 161.092, RSMo Supp. 2011, and section 2(A) of Art. IX, Mo. Const. Original rule filed Jan. 24, 2012.

PUBLIC COST: The purpose of this rule is to assist charter sponsors in compliance with duties that are prescribed by law and implemented by the department with existing staff resources. Therefore, the cost of implementation is estimated to be less than five hundred dollars (\$500) in the aggregate.

PRIVATE COST: The purpose of this rule is to assist charter sponsors in compliance with duties that are prescribed by law and implemented by the department with existing staff resources. Therefore, the cost of implementation is estimated to be less than five hundred dollars (\$500) in the aggregate.

NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in the support of or in opposition to this proposed rule with the Department of Elementary and Secondary Education, Attention: Margie Vandeven, Assistant Commissioner, Office of Quality Schools, PO Box 480, Jefferson City, MO 65102-0480 or by email at webreplyimprcharter@dese.mo.gov. To be considered, comments must be received within thirty (30) days after publication of this notice in the Missouri Register. No public hearing is scheduled.

**Title 8—DEPARTMENT OF LABOR AND
INDUSTRIAL RELATIONS
Division 10—Division of Employment Security
Chapter 5—Appeals**

PROPOSED AMENDMENT

8 CSR 10-5.030 Telephone Hearings Before a Hearing Officer.
This division is amending section (2).

PURPOSE: This amendment amends the rules regarding participation in a telephone hearing to conform to the use of a telephone conference bridging system.

(2) Participation.

[(C) If a hearing officer is unable to contact a party who has provided a number to participate as scheduled by telephone due to land based telephone technical difficulties, the hearing shall not be dismissed but must be rescheduled. For purposes of this regulation, technical difficulties shall not include use of the telephone by the party for other calls, failure of battery powered, digital, or cellular phones due to location or failure of power, or failure to provide access or security codes.]

[(D)](C) Whenever a party does not have access to a telephone, the party may appear by telephone from any Workforce Development office. [In that event, the telephone number at that location shall be provided by the participant in accordance with instructions included on the Notice of Hearing.]

AUTHORITY: section[s] 288.190, RSMo Supp. 2011, and section 288.220.5, RSMo 2000. Original rule filed Dec. 14, 1982, effective March 13, 1983. For intervening history, please consult the Code of State Regulations. Amended: Filed Jan. 23, 2012.

PUBLIC COST: This proposed amendment will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the aggregate.

PRIVATE COST: This proposed amendment will not cost private entities more than five hundred dollars (\$500) in the aggregate.

NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in support of or in opposition to this proposed amendment with the Division of Employment Security; Attn: Gracia Backer, Director, PO Box 59, Jefferson City, MO 65104-0059. To be considered, comments must be received within thirty (30) days after publication of this notice in the Missouri Register. No public hearing is scheduled.

**Title 9—DEPARTMENT OF MENTAL HEALTH
Division 10—Director, Department of Mental Health
Chapter 31—Reimbursement for Services**

PROPOSED RULE

9 CSR 10-31.040 Community Mental Health Center Clinic UPL

PURPOSE: This rule establishes the formula to determine supplemental payments under Medicaid subject to the clinic upper payment limit to Community Mental Health Center Clinics (CMHC).

(1) Definitions. The terms used in this rule shall mean—

(A) Medicare rate is the rate established in the 2010 RVRVS table plus the HPSA add on payment; and

(B) Current Medicaid rate is the rate on file with the MO HealthNet Division at the beginning of the state fiscal year.

(2) Supplemental Payment to Community Mental Health Centers. The Department of Mental Health (DMH) contracts with privately owned and operated Community Mental Health Centers (CMHCs), which act as administrative entities of DMH. The CMHCs are designated as entry and exit points for DMH services and are required to provide a comprehensive array of services to any DMH patients in their designated service areas who seek care.

(3) To recognize the CMHCs' higher costs of doing business and their role as safety net providers, each Missouri CMHC will be paid an annual supplement, calculated at the beginning of each state fiscal year, and payable in quarterly installments. The supplemental payment will increase reimbursement for CMHC-provided clinics to 1.36 times the Medicare rate for such services, an amount that the state reasonably estimates to be comparable to that paid by private commercial payers. The payment will be subject to the clinic upper payment limit established at 42 CFR 447.321.

(4) Amount of Annual Supplemental Payment. Each CMHC's annual payment will be determined using the following methodology.

(A) For each service procedure where there is a corresponding Medicare fee for a CMHC-provided clinic procedure, DMH will subtract the current Medicaid rate from the market proxy of 1.36 times the Medicare rate, then multiply the result by the number of units of service.

(B) For each service procedure where there is no corresponding Medicare fee for a CMHC-provided clinic procedure, DMH will calculate the difference between what the CMHC received under the current Medicaid rate and what the CMHC would have received if paid the cost-based fee used to approximate the commercial rate for such procedures, then multiply the result by the number of units of service.

(C) The amounts calculated in subsections (A) and (B) will be added together to determine each CMHC's total supplemental payment.

(D) In all years subsequent to state fiscal year 2012, the results of these calculations will be multiplied by a trend factor equal to the Consumer Price Index in the expenditure category Medical Care Services/Professional Services.

AUTHORITY: section 630.050, RSMo Supp. 2011, and sections 630.655 and 632.050, RSMo 2000. Original rule filed Feb. 1, 2012.

PUBLIC COST: This proposed rule will cost state agencies or political subdivisions \$3.7 million in SFY 2013.

PRIVATE COST: This proposed rule will not cost private entities more than five hundred dollars (\$500) in the aggregate.

NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in support of or in opposition to this proposed rule by writing to Melissa Manda, Deputy General Counsel, Department of Mental Health, PO Box 687, 1706 E. Elm Street, Jefferson City, MO 65102. To be considered, comments must be delivered by regular mail, express or overnight mail, in person, or by courier within thirty (30) days after publication in the Missouri Register. If to be hand-delivered, comments must be brought to the Department of Mental Health at 1706 E. Elm Street, Jefferson City, Missouri. No public hearing is scheduled.

**FISCAL NOTE
PUBLIC COST**

- I. Department Title:** Title 9 – Department of Mental Health
Division Title: Division 10 – Director, Department of Mental Health
Chapter Title: Chapter 31 – Reimbursement for Services

Rule Number and Name:	9 CSR 10-31.040 Community Mental Health Center Clinic UPL
Type of Rulemaking:	Proposed Amendment

II. SUMMARY OF FISCAL IMPACT

Affected Agency or Political Subdivision	Estimated Cost of Compliance in the Aggregate
Department of Mental Health	SFY 2013 - \$9.6 million; state share of \$3.7 million and federal share of \$5.9 million

III. WORKSHEET

Below methodology results in additional payments to Community Mental Health Center Clinics of \$9.6 million of which \$3.7 million is state general revenue and \$5.9 million is federal financial participation.

IV. ASSUMPTIONS

Supplemental Payment is Determined as Follows:

(A) For each category of services where there is a corresponding Medicare fee for a CMHC provided clinic procedure, DMH will subtract the current Medicaid rate from the market proxy of 1.36 times the Medicare rate, then multiply the result by the number of units of service.

(B) For each category of service where there is no corresponding Medicare fee for a CMHC provided clinic procedure, DMH will calculate the difference between what the CMHC received under the current Medicaid rate, and what the CMHC would have received if paid the cost-based fee used to approximate the commercial rate for such procedures, then multiply the result by the number of units of service.

(C) The amounts calculated in steps (A) and (B) will be added together to determine each CMHC's total supplemental payment.