

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the February Adjourned Term. 20 02

In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby vacate a portion of Lipscomb Road, also known on petition as Old County Road, in accordance with the revised description submitted by the Boone County Public Works Department. The attached revised description supercedes the original description on the petition.

Done this 4<sup>th</sup> day of February, 2002.

ATTEST:

Wendy S. Noren sr  
 Wendy S. Noren  
 Clerk of the County Commission

Don Stamper  
 Don Stamper  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

# PUBLIC NOTICE

## OF PETITION FOR AND HEARING ON PROPOSED ROAD VACATION

**TAKE NOTICE: ALL MEMBERS OF THE PUBLIC** are hereby notified that a petition has been filed with the Boone County Commission requesting an order vacating a public road or portion thereof as described below in accordance with provisions of section 228.110 RSMo. **All members of the public** are also hereby notified that the Boone County Commission did conduct a **first reading** of a **PETITION FOR VACATION OF A PUBLIC ROAD** on the 5<sup>th</sup> day of **November, 2001**, and in accordance with said section 228.110 RSMo., no further action was taken and the matter was continued until the next adjourned term of the Commission at which time there will be a second reading

**And all members of the public** are hereby notified that the Boone County Commission will conduct a **second reading** of the aforesaid **PETITION FOR VACATION OF A PUBLIC ROAD** on the **4th** day of **February, 2002** at **9:30 o'clock a.m.** in the **Commission Chambers of the Roger B. Wilson Boone County Government Center** located at 801 E Walnut, Columbia, MO 65201, at the first meeting of the February, 2002 adjourned term of the Boone County Commission.

The portion of road proposed for vacation is described as follows:

A 30 FOOT WIDE OLD COUNTY ROAD LOCATED IN PART OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, SAID OLD COUNTRY ROAD BEING 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE DESCRIBED BY THE DEED IN BOOK 1283 PAGE 47 AND THE SURVEY IN BOOK 482 PAGE 516 ALL OF THE BOONE COUNTY RECORDS, THE CENTERLINE OF THE EXISTING ROAD BED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF SAID SECTION 24, AS DESCRIBED BY THE DEED IN BOOK 282 PAGE 610, AND AS SHOWN BY THE SURVEYS IN BOOK 482 PAGE 516, BOOK 1643 PAGE 881, AND BOOK 1809 PAGE 802, ALL OF THE BOONE COUNTY RECORDS; THENCE N 89°49'30" E, WITH THE NORTH LINE OF SAID SECTION 24, 90.00 FEET TO THE POINT OF BEGINNING;

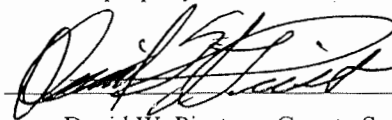
THENCE FROM THE POINT OF BEGINNING S 45°00'00" E, 584.75 FEET; THENCE S 34°34'15"E, 313.75 FEET; THENCE S 28°56' 15" E, 79.10 FEET; THENCE S 26°07'30" E, 270.20 FEET TO A POINT, THE END OF THIS CENTERLINE, SAID POINT BEING S 63°52'30" W, 38.4 FEET FROM A HALF INCH REBAR LOCATED SOUTH OF AN EXISTING FENCE CORNER.

**At the conclusion of the second reading**, any remonstrances thereto in writing, signed by at least twelve residents of the Township in which the proposed road or section thereof is located, may be presented to the Commission for their consideration. **The Boone County Commission may**, after considering such remonstrances, if any, then hold a public hearing, schedule a public hearing for a later date, vacate the road as requested herein, deny the requested vacation or take any other action or schedule any other action it deems appropriate.

If you wish additional information on this matter you may contact the Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri or telephone 449-8515.

### CERTIFICATION OF SERVICE AND POSTING

The undersigned hereby certifies that the above notice was posted not less than three public places in the township or townships in which the road sought to be vacated above is located at least twenty days before the date specified above and a copy of said notice has been personally served upon all persons whose property abuts the road sought to be vacated.

 1/11/02  
David W. Piest - County Surveyor - Date



SHAWNA

48-2002

# Boone County Public Works

## Memorandum

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Date: 1/30/02

To: Don Stamper – Presiding Commissioner  
Karen Miller – Associate Commissioner, District I  
Skip Elkin - Associate Commissioner, District II

From: David W. Piest

Re: Vacation – Lipscomb Road Extension

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On Thursday 1/10/02, notices of a proposed vacation of a section of an old county road were sent by Certified Mail to, and received by the following holders of property adjacent to part of the proposed section of the old county road:

Lillian S. Ewens, Trustee - Florissant, MO  
Millard L. and Dorothy B. Lipscomb - Sturgeon, MO  
Elgan R. and Pauline M. Castleman – Hallsville, MO  
Clarence R. and Barbara J. Castleman – Hallsville, MO  
Mary Burch Nirmaier – Columbia, MO

On Friday 1/11/2002 postings regarding the proposed vacation of the section of old county road were placed at the following locations:

Heuers Country Store and Café – Formerly The Pinnacles Store  
Mike's Citgo Service – On Dripping Springs Road  
Near the north end of the section of road proposed for vacation – Attached to a tree along east side of the bridge  
In the Boone County Government Center – On the second floor bulletin board

On Monday January 14, 2002 I received a phone call from Lillian S. Ewens in response to the registered letter sent to her.

On Tuesday January 22, 2002 I received a letter from Lillian S. Ewens as a follow up to the phone call of 1/14/02. A copy is provided to each of you.

I have received no other responses to the letters or the postings.

There has been a revision to the description of the roadway proposed for vacation. The revised description more adequately describes the roadway as it existed. I have discussed this with Mr. Patton and we feel that the revised description should be read as part of the 2<sup>nd</sup> reading of the petition and that it should be publicly stated that it is a revised description.

# CERTIFIED COPY OF ORDER

77

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }  
County of Boone } ss.

February Session of the February Adjourned Term. 19<sup>96</sup>

In the County Commission of said county, on the 8th day of February 19<sup>96</sup>

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached document titled, "Information on Procedures for Vacation of Public Roads," as county policy for vacation of public roads.

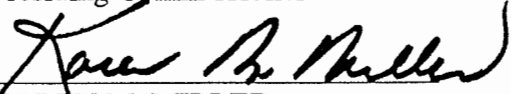
Done this 8th day of February, 1996.

Attest:

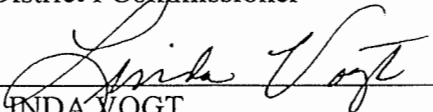
\_\_\_\_\_  
WENDY S. NOREN  
Clerk of the County Commission

  
\_\_\_\_\_  
DON STAMPER

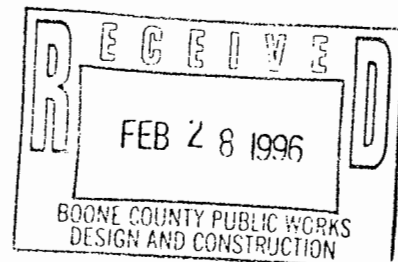
Presiding Commissioner

  
\_\_\_\_\_  
KAREN M. MILLER

District I Commissioner

  
\_\_\_\_\_  
LINDA VOGT

District II Commissioner



## LIPSCOMB DRIVE SOUTHERLY EXTENSION

### Revised Description

The description for the portion of road proposed for vacation has been amended to read as follows:

A 30 FOOT WIDE OLD COUNTY ROAD LOCATED IN PART OF SECTION 24, TOWNSHIP 50 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, SAID OLD COUNTRY ROAD BEING 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE DESCRIBED BY THE DEED IN BOOK 1283 PAGE 47 AND THE SURVEY IN BOOK 482 PAGE 516 ALL OF THE BOONE COUNTY RECORDS, THE CENTERLINE OF THE EXISTING ROAD BED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF SAID SECTION 24, AS DESCRIBED BY THE DEED IN BOOK 282 PAGE 610, AND AS SHOWN BY THE SURVEYS IN BOOK 482 PAGE 516, BOOK 1643 PAGE 881, AND BOOK 1809 PAGE 802, ALL OF THE BOONE COUNTY RECORDS; THENCE N 89°49'30" E, WITH THE NORTH LINE OF SAID SECTION 24, 90.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING S 45°00'00" E, 584.75 FEET; THENCE S 34°34'15"E, 313.75 FEET; THENCE S 28°56' 15" E, 79.10 FEET; THENCE S 26°07'30" E, 270.20 FEET TO A POINT, THE END OF THIS CENTERLINE, SAID POINT BEING S 63°52'30" W, 38.4 FEET FROM A HALF INCH REBAR LOCATED SOUTH OF AN EXISTING FENCE CORNER.

## INFORMATION ON PROCEDURES FOR VACATION OF PUBLIC ROADS

The following information concerns the procedures for vacating public roads in the unincorporated areas of Boone County in accordance with Chapter 228 of the Missouri Revised Statutes. This information is not intended to be a comprehensive description or analysis of the requirements of state statutes pertaining to road vacation; persons desiring to vacate a road needing legal advice concerning Chapter 228 procedures and the requirements for road vacation should seek and obtain the services of an attorney of their own choosing.

1. Before obtaining a petition to vacate a public road and circulating such a petition, the Department of Public Works encourages persons desiring road vacation to contact personnel with the Design and Construction Division of the Public Works Department in order to determine whether or not the road considered for vacation generally qualifies as a road to be vacated under the Missouri statutes. In order for a road to be vacated it must be shown that the road is useless and that repairing the road is an unreasonable burden upon the County or the road district within the county, whichever has jurisdiction to maintain the road. The word "useless" means that the road is of no public utility in the practical sense of being no use or unserviceable. Generally speaking, a public road used regularly by the public will not qualify for vacation. As a general rule, public roads which are not maintained by the county and are not used by the public may qualify for vacation. If persons considering requesting vacation actually want restrictions on the use of the road rather than complete vacation of the right of way, they may consider the alternative of requesting the county to restrict access to the road or close the road temporarily or permanently as the situation might warrant. If after reviewing the situation with the Division of Design and Construction personnel the applicant(s) still desire to pursue vacation, then they may obtain the petition for vacation form from the Public Works Department.
2. The petition must be completed and returned to the Design and Construction Division. The Design and Construction Division may be able to help with the description of the road to be vacated; however, the county will not, as a general rule, provide survey work at public expense for developing an adequate description of the road. Where vacation of a road will create any ending of a road that does not terminate at another road, a turn around easement must be granted to Boone County for such ending(s). The county will not accept a petition which does not adequately describe the road or part thereof to be vacated nor will the County accept any grant of easement for a turn around area which does not contain a proper description.
3. Completed petitions must be submitted to the Office of the Boone County Clerk which will, in turn, place the petition on the County Commission agenda for the first day of the next term meeting of the County Commission. The term meetings occur in 90 day cycles. The Clerk's Office can provide information concerning scheduling of road vacation petitions. Petitions must be signed by at least twelve residents of a township or townships through which the road runs as is indicated on the petition form itself.
4. At the term meeting at which the petition is scheduled, the Commission will publicly read the petition aloud and, in accordance with state statute, no further action will be taken on the petition until the next term meeting.
5. At least twenty days prior to the first day of the next term meeting after the first reading of the petition, a notice of the filing of the petition must be posted in at least three public places within the political township or townships in which the road to be vacated is located. A form notice is available from the Design and Construction Division and should be used unless an alternative notice is used which has been reviewed by an attorney for proper form. In addition, a copy of the notice shall be personally served on all persons residing in the district whose lands are crossed or touched by the road to be vacated in the same manner as other notices are required to be served by

law; additional neighboring land owners may also be notified. The posting shall be performed by employees of the Boone County Public Works Department, and delivery of notices shall be done by employees of the Boone County Clerks Office.

6. On the next term day, the County Commission will conduct a second public reading of the petition and if no remonstrances (protests) are made in writing at that time, the Commission may vacate all or part of the road named and described in the petition, so long as it finds that the road is useless and is an unreasonable burden upon the county. In the event that the Commission does not conclude the proceedings at this time, the Commission will schedule further hearings at its discretion. If remonstrances or protests are presented to the Commission at the time of the second reading, the Commission shall consider these and, by statute, may charge the costs of the proceedings against the persons filing the remonstrances in the event it determines it shall vacate the road as permitted by law.
7. Persons seeking vacation of a road should be prepared to present evidence at the hearing after the second reading that the road is useless and that it would not be reasonable for the county to maintain the road sought to be vacated. The burden of persuading the Commission is upon the applicants. Generally, the Commission will consider any testimony offered, as well as documents, and the report and recommendation of the Public Works Department in rendering a decision.
8. Any persons aggrieved by the County Commission decision may seek judicial review in the Circuit Court as provided by the provisions of Chapter 536 of the Revised Missouri Statutes.

The process for vacating a public road is not a simple one step process, but the Boone County Public Works Department will review any requests for road vacation, provide reasonable assistance to those persons desiring vacation in perfecting their petition but without representing the interests of proponents or opponents to a petition. The County Public Works Department does evaluate each case individually on its merits to determine whether the particular road in question is or should be maintained by the county and will also evaluate the condition of the road and extent of public use. The Department's findings will be communicated to any interested persons desiring this information when it is available in conjunction with the Department's ordinary work schedule. The Department does not provide special consulting or technical evaluations of roads sought to be vacated to either proponents or opponents of vacation; the Department provides the County Commission with technical assistance and advice upon request but does not perform these services at the request of private parties.

# **BRUSH & ASSOCIATES**

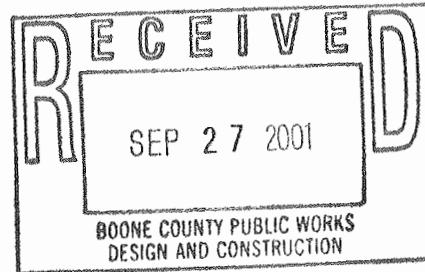
CONSULTING ENGINEERS AND LAND SURVEYORS  
506 NICHOLS STREET, SUITE A COLUMBIA, MISSOURI 65201  
PHONE : (573) 442-3110 FAX: (573) 442-4851

PROFESSIONAL ENGINEERS  
JAMES W. BRUSH PE  
J. DANIEL BRUSH PE

LAND SURVEYORS  
JAMES W. BRUSH RLS  
J. DANIEL BRUSH RLS

September 26, 2001

Mr. John Watkins II  
Project Development Manager  
Boone County Public Works  
5551 Highway 63 South  
Columbia Mo. 65201

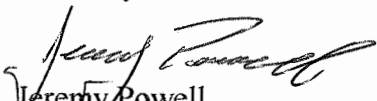


RE: Petition for vacation of a public road  
Jn 5472

Dear Sir;

Enclosed is a petition for vacation of a public road, located in part of Section 24, Township 50 North, Range 13 West, Boone County Missouri, also being part of the Rocky Fork Township. Please let us know if you have any questions or need any additional information.

Sincerely,

  
Jeremy Powell

September 26, 2001

C:\Land Projects\5472\5472-TRAN-COUNTY-pw.wpd



**BEFORE THE COUNTY COMMISSION  
OF  
BOONE COUNTY, MISSOURI**

In the Matter of the Vacation of

OLD COUNTY ROAD

a public road

NOVEMBER

Term, 200 1

**PETITION FOR VACATION OF A PUBLIC ROAD**

The undersigned, who by their signature to this petition swear or affirm that the matters alleged below are true to their best information and belief, state the following:

1. Each petitioner separately that he or she is a resident of the township or townships through which the above named road, or part thereof, sought to be vacated by this application is situated.
2. Each petitioner desires to have the following described public road (or part thereof) vacated which is located in ROCKY FORK Township(s), Boone County, Missouri, to-wit:

Common Name: OLD COUNTY ROAD

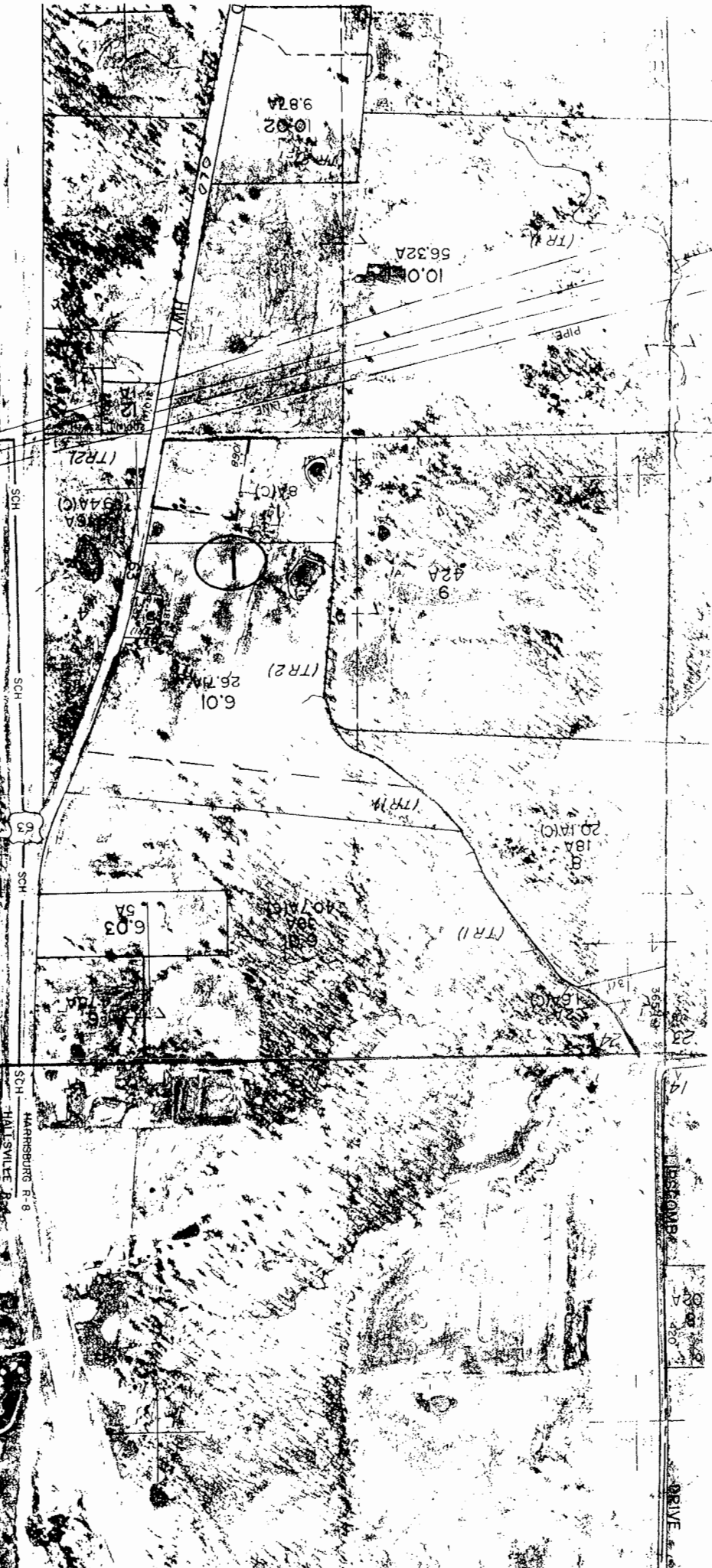
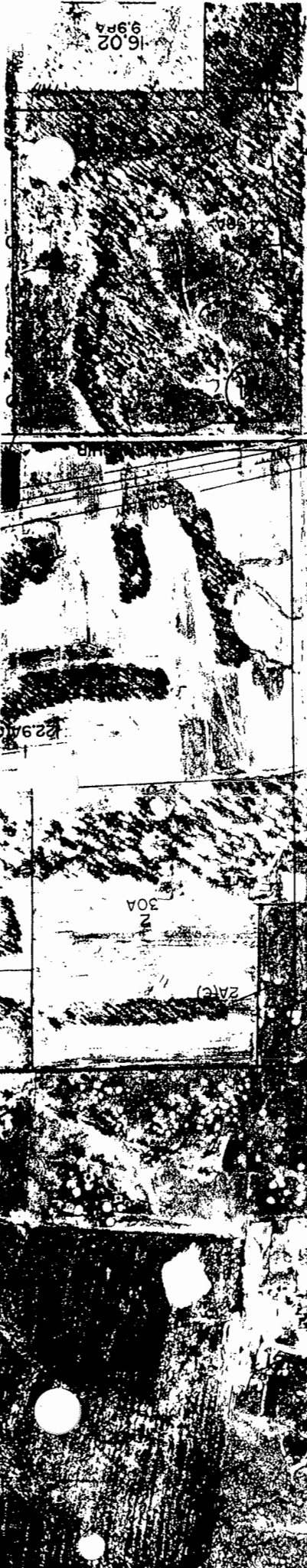
Location: SECTION 24, TOWNSHIP 50 NORTH, RANGE 13 WEST

Legal Description: BEING A OLD COUNTY ROAD, 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, STARTING AT THE NORTHWEST CORNER OF SAID SECTION 24, ALSO BEING THE NORTHWEST CORNER OF TRACT 1 AS SHOWN BY THE SURVEY IN BOOK 482 PAGE 516 OF THE BOONE COUNTY RECORDS; THENCE WITH THE WEST LINE OF SAID TRACT 1, S 53°10' E, 486.17 FEET; THENCE S 38°25' E, 198.00 FEET; THENCE S 29°22' E, 229.27 FEET; THENCE S 25°24' E, 398.07 FEET; THENCE S 28°35' E, 90.84 FEET; THENCE S 41°49' E, 138.33 FEET; THENCE S 51°52' E, 388.92 FEET; THENCE S 44°33' E, 45.42 FEET; THENCE S 26°29' E, 119.07 FEET; THENCE S 07°43' W, 681.41 FEET; TO THE SOUTHWEST CORNER OF SAID TRACT 1 THE END OF SAID CENTERLINE.

3. The above described road should be vacated because it is useless and the repair of same presents an unreasonable burden to the road district responsible for the maintenance and repair of same.
4. For the foregoing reasons, the undersigned petitioners request that the above described public road, OLD COUNTY ROAD be vacated as prescribed by law.

PETITIONER'S NAME (print)	SIGNATURE	ADDRESS
1. Clarence R. Castleman	<i>Clarence R Castleman</i>	Hallsville Mo 13591 Hwy 63 N 65255
2. BARBARA T. Castleman	<i>Barbara T Castleman</i>	13591 Hwy 63 n Hallsville Mo 65255
3. Jerry Alexander	<i>Jerry Alexander</i>	13601 Hwy 63 N Hallsville Mo 65255
4. Mary Alexander	<i>Mary Alexander</i>	13601 Hwy 63 N Hallsville Mo 65255
5. Thelma Pendleton	<i>Thelma Pendleton</i>	13599 Hwy 63 N Hallsville Mo 65255
6. Mike Pendleton	<i>Mike Pendleton</i>	13599 Hwy 63 N Hallsville Mo 65255
7. ANN PEARLIN	<i>Ann Pearlman</i>	Box 133 Hallsville Mo 65255
8. Richard Wayne Castleman	<i>Richard Wayne Castleman</i>	13595 Hwy 63 N. Hallsville, Mo 65255
9. Angie Castleman	<i>Angie Castleman</i>	13591 Hwy 63 N Hallsville Mo 65255
10. ELGAN R. CASTLEMAN	<i>Elgan R Castleman</i>	
11. KEVIN B. GIBBONS	<i>Kevin B Gibbons</i>	13600 Ripamb St. Mo 65255
12. PAULINE M. CASTLEMAN	<i>Pauline M Castleman</i>	13101 Old Hwy 63 N. Hallsville Mo 65255
13.		
14.		

Note: Twelve (12) approved signatures are required



**CERTIFIED COPY OF ORDER**

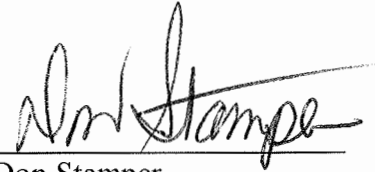
STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the February Adjourned Term. 2002

In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02  
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the contract between the County of Boone and American HomeCare Management Corporation for Homemaker/Personal Care and Respite Care Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

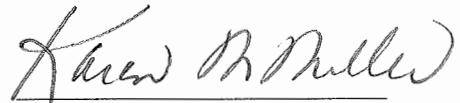
Done this 4<sup>th</sup> day of February, 2002.



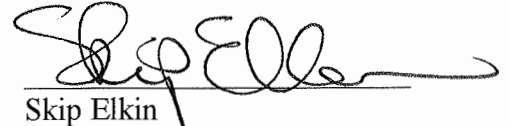
Don Stamper  
 Presiding Commissioner

ATTEST:

Wendy S. Noren  
 Wendy S/Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

**AGREEMENT FOR PURCHASE OF HOMEMAKER/PERSONAL CARE AND RESPITE CARE SERVICES**

THIS AGREEMENT dated the 4th day of July, 2002, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and **American HomeCare Management Corporation**, hereinafter referred to as the "Provider".

WHEREAS, the County desires to fund homemaker/personal care and respite care services as stated in the application received by the Office of Community Services which is hereby incorporated by reference, and

WHEREAS, the provider is agreeable to providing such services under the terms and conditions outlined in this agreement.

NOW THEREFORE, The County and Provider Agree:

The County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County for persons who meet the eligibility requirements established by the County.
2. Services specified in this Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to State Licensing Rules for Home Health agencies and/or Department of Health and Senior Services for Homemaker/Personal Care and Respite Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against the County based upon the Provider's performance under this agreement or the County's selection of Provider as a contracting agency or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.
10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Department of Health and senior Services and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period **January 1, 2002 through December 31, 2002 is \$13.71** per unit of service for homemaker/personal care services and **\$11.85 per unit** of service for respite care services. A unit of service is one hour. Total payment for services provided under this agreement may not exceed the annual amount of appropriations made available by County in its annual budget for purposes of funding County's payment obligations under this agreement.
13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen-day time period will be held over until the next month's billing cycle.

14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall **begin January 1, 2002** or the date on which the Agreement has been signed by both parties, whichever is later, and shall **end on December 31, 2002**.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for **two consecutive one-year terms**. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

BY: Amy Campbell

TITLE: President

DATE: 2-8-02

BOONE COUNTY, MISSOURI

John Stange  
Presiding Commissioner

CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that A sufficient unencumbered appropriation balance exists And is available to satisfy the obligations(s) incurred by this contract. (Note: Certification is not required for A term and supply contract or where the terms of the contract do not result in a measurable county obligation).

1420-86621

Term & Supply - No Encumbrance Required KF  
Auditor DATE:

APPROVED AS TO FORM:

John Patton DATE: 1/22/02  
John Patton, County Counselor

ATTEST:

Wendy J. Noren sr DATE: 02/04/02  
County Clerk

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 9, 2003

RECEIVED  
JAN 24 2003  
BOONE COUNTY COMMISSION

Mr. Larry Campbell, CEO  
American HomeCare Management  
P.O. Box 534, 808 North Bypass  
Kennett, MO 63857

Dear Mr. Campbell:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2003.

Your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties. The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below.

Sincerely,

*Cathy D Richards*

Cathy D Richards  
Office Manager  
Boone County

.....

**This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2003-December 31, 2003. Please sign all three copies (you keep one) and return the other two signed copies to the Roger B. Wilson Boone Government Center, Commission Office, 801 E. Walnut, Columbia, MO 65201, attention Cathy.**

*Larry Campbell*

Signed

1-12-03

Date

49-2002

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2004

American HomeCare Management  
Mr. Larry Campbell, CEO  
P.O. Box 534, 808 North Bypass  
Kennett, MO 63857

RE: Renewal of Boone County Missouri Vendor Contract for Homemaker/Personal Care and Respite Services

Dear Mr. Campbell:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2004.

As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

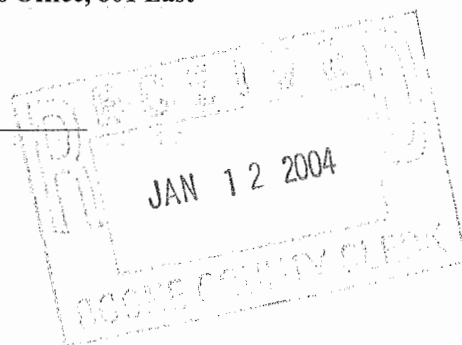
.....

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2004 – December 31, 2004. **Please sign all three copies (you keep one) and return the other two to Shawna Victor, Clerk's Office, 801 East Walnut, Columbia, MO, 65201.**

Signed \_\_\_\_\_

Date \_\_\_\_\_

1-8-04



49-2002

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the February Adjourned Term. 2002

In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02  
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the contract between the County of Boone and Boone Hospital Home Care for Homemaker and Personal Care Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 4<sup>th</sup> day of February, 2002.

ATTEST:

Wendy S. Noren sv  
 Wendy S/Noren  
 Clerk of the County Commission

Don Stamper  
 Don Stamper  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner



**AGREEMENT FOR PURCHASE OF HOMEMAKER & PERSONAL CARE SERVICES  
BOONE COUNTY, MISSOURI**

THIS AGREEMENT dated the 24th day of February, 2002, is entered into between Boone County of Boone, Missouri, through its County Commission, hereinafter referred to as the "County" and **Boone Hospital Home Care** hereinafter referred to as the "Provider."

WHEREAS, the County desires to fund homemaker/personal care and respite care services as stated in the application received by the Office of Community Services which is hereby incorporated by reference, and

WHEREAS, the provider is agreeable to providing such services under the terms and conditions outlined in this agreement.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County for persons who meet the eligibility requirements established by the County.
2. Services specified in the Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to State Licensing Rules for Home Health agencies and/or Department of Health and Senior Services for Homemaker/Personal Care and Respite Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against the County based upon the Provider's performance under this agreement or the County's selection of Provider as a contracting agency or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.
10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Department of Health and Senior Services and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period **January 1, 2002 through December 31, 2002 is \$13.71** per unit of service for **homemaker/personal** care services and **\$11.85** per unit for respite care services. A unit of service is one hour. Total payment for services provided under this agreement may not exceed the annual amount of appropriations made available by County in its annual budget for purposes of funding County's payment obligations under this agreement.

- 13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen-day time period will be held over until the next month's billing cycle.
- 14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
- 15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
- 16. This Agreement shall **begin January 1, 2002** or the date on which the Agreement has been signed by both parties, whichever is later, and shall **end on December 31, 2002**.
- 17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for **two consecutive one-year terms**. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
- 18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- 19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
- 20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

BOONE COUNTY, MISSOURI

PROVIDER:

BY:

*Angela J. Fathall*

TITLE:

*Director*

DATE:

*2-18-02*

ATTEST:

*Wendy S. Nolan*  
County Clerk

*Mark Stamps*  
\_\_\_\_\_  
Presiding Commissioner

CERTIFICATION:

In accordance with RSMO 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this Contract. (Note: Certification is not required for a term and Supply contract or where the terms of the Contract do not Result in a measurable county obligation).

1420-86621

*Term & Supply - No Encumbrance Required*  
Auditor *RF*

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
John Patton, County Counselor

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 9, 2003

Ms. Colleen Walker, Director  
Managed Care & Medical Staff Services  
Boone Hospital Home Care  
1600 East Broadway, Mail Box #83  
Columbia, MO 65201

Dear Ms. Walker:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2003.

Your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties. The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below.

Sincerely,

*Cathy D Richards*  
Cathy D. Richards  
Office Manager  
Boone County

.....

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2003-December 31, 2003. Please sign all three copies (you keep one) and return the other two signed copies to the Roger B. Wilson Boone Government Center, Commission Office, 801 E. Walnut, Columbia, MO 65201, attention Cathy.

*Angela [Signature]*  
Sighed \_\_\_\_\_ Date 1-21-03  
Boone County Commission

50-2002

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2004

Ms. Colleen Walker, Director  
Managed Care & Medical Staff Services  
**Boone Hospital Home Care**  
1600 East Broadway, Mail Box #83  
Columbia, MO 65201

RE: Renewal of Boone County Missouri Vendor Contract for Homemaker/Personal Care and Respite Services

Dear Ms. Walker:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2004.

As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

.....

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2004 – December 31, 2004. **Please sign all three copies (you keep one) and return the other two to Shawna Victor, Clerk's Office, 801 East Walnut, Columbia, MO, 65201.**

  
Signed

1-26-04  
Date

JAN 28 2004

50-2002

**CERTIFIED COPY OF ORDER**

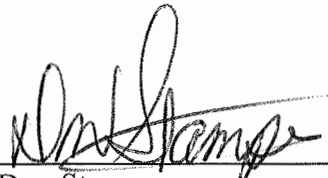
STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the February Adjourned Term. 2002


In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02  
 the following, among other proceedings, were had, viz:

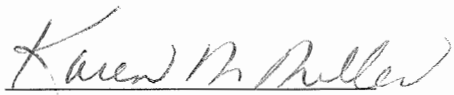
Now on this day, the County Commission of the County of Boone does hereby approve the contract between the County of Boone and Help at Home Inc for Homemaker and Personal Care Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 4<sup>th</sup> day of February, 2002.

  
 Don Stamper  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**AGREEMENT FOR PURCHASE OF HOMEMAKER & PERSONAL CARE SERVICES  
BOONE COUNTY, MISSOURI**

THIS AGREEMENT dated the 4th day of February, 2002, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and **Help At Home, Inc.** hereinafter referred to as the "Provider."

WHEREAS, the County desires to fund homemaker/personal care and respite services as stated in the application received by the Office of Community Services which is hereby incorporated by reference, and

WHEREAS, the provider is agreeable to providing such services under the terms and conditions outlined in this agreement.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County for persons who meet the eligibility requirements established by the County.
2. Services specified in the Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to State Licensing Rules for Home Health agencies and/or Department of Health and Senior Services for Homemaker/Personal Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by county personnel and other personnel duly authorized by the County.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against the County based upon the Provider's performance under this agreement or the County's selection of Provider as a contracting agency or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.
10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Department of Health and senior Services and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served
12. The rate of reimbursement for the period **January 1, 2002**, through **December 31, 2002**, is **\$13.71** per unit of service for homemaker/personal care services and **\$11.85** per unit of service for respite care services. A unit of service is one hour. Total payment for services provided under this agreement may not exceed the annual amount of appropriations made available by County in its annual budget for purposes of funding County's payment obligations under this agreement.

13. The County shall pay the Provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen-day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin **January 1, 2002** or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on **December 31, 2002**.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement **for two consecutive one-year terms**. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of the Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

By: \_\_\_\_\_

Title: Pres

BOONE COUNTY, MISSOURI

Presiding Commissioner

CERTIFICATION:

By: \_\_\_\_\_

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

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

In accordance with RSMo 50.660, I hereby certify that a sufficient Unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county Obligation).

1420-8-6621

Term & Supply - No Encumbrance Required KF  
Auditor Date

ATTEST:

Wendy S. Noeen IV  
County Clerk

APPROVED AS TO FORM:

John Patton, County Counselor

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 9, 2003

RECEIVED

JAN 16 2002

Boone County Commission

Mr. Joel Davis, C.O.O.  
Help At Home

~~17 North State Street, Suite #1400~~ 29E. Madison St, Lower Level  
Chicago, IL 60602

Dear Mr. Davis:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2003.

Your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties. The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

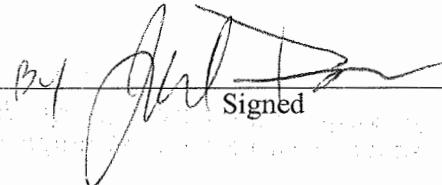
Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

.....

**This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2003-December 31, 2003. Please sign all three copies (you keep one) and return the other two signed copies to the Roger B. Wilson Boone Government Center, Commission Office, 801 E. Walnut, Columbia, MO 65201, attention Cathy.**

By  Signed \_\_\_\_\_ Date 01-13-02

51-2002



Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2004

Mr. Joel Davis, C.O.O.  
Help At Home  
29 E Madison St. Lower Level  
Chicago, IL 60602

RE: Renewal of Boone County Missouri Vendor Contract for Homemaker/Personal Care and Respite Services

Dear Mr. Davis:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2004.

As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

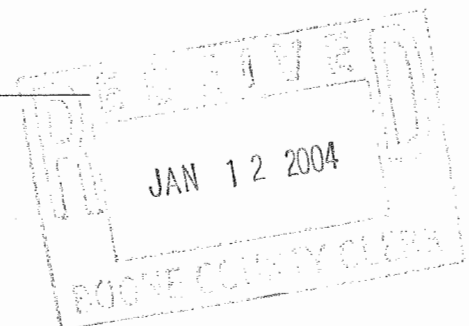
Handwritten signature of Cathy D. Richards in cursive.

Cathy D. Richards  
Office Manager  
Boone County

.....  
This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2004 – December 31, 2004. **Please sign all three copies (you keep one) and return the other two to Shawna Victor, Clerk's Office, 801 East Walnut, Columbia, MO, 65201.**

Handwritten signature of Shawna Victor.  
Signed \_\_\_\_\_

1-09-04  
Date



51-2002

**CERTIFIED COPY OF ORDER**

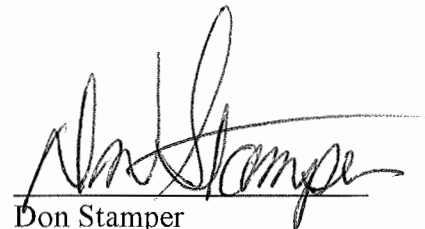
STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the February Adjourned Term. 2002

In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02  
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the contract between the County of Boone and Homecare of Mid-Missouri for Homemaker and Personal Care Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 4<sup>th</sup> day of February, 2002.

  
 Don Stamper  
 Presiding Commissioner

ATTEST:

Wendy S. Noren sv  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**AGREEMENT FOR PURCHASE OF HOMEMAKER & PERSONAL CARE SERVICES  
BOONE COUNTY, MISSOURI**

THIS AGREEMENT dated the 4th day of February, 2002, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and **Homecare of Mid-Missouri** hereinafter referred to as the "Provider."

WHEREAS, the County desires to fund homemaker/personal care and respite services as stated in the application received by the Office of Community Services which is hereby incorporated by reference, and

WHEREAS, the provider is agreeable to providing such services under the terms and conditions outlined in this agreement.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County for persons who meet the eligibility requirements established by the County.
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9. Provider agrees that if a suit or claim is filed or made against the County based upon the Provider's performance under this agreement or the County's selection of Provider as a contracting agency or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.
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12. The rate of reimbursement for the period **January 1, 2002**, through **December 31, 2002**, is **\$13.71** per unit of service for homemaker/personal care services and **\$11.85** per unit of service for respite care services. A unit of service is one hour. Total payment for services provided under this agreement may not exceed the annual amount of appropriations made available by County in its annual budget for purposes of funding County's payment obligations under this agreement.
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20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

By: Bonnie Johnson

Title: Administrator

DATE: 2/19/02

BOONE COUNTY, MISSOURI

Wm. Stamps 2/04/02  
 Presiding Commissioner Date:

CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation).

ATTEST:

Wendy S. Nolen 02/04/02  
 County Clerk Date:

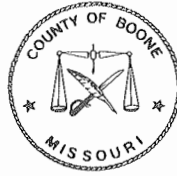
1420-8-6621

Term & Supply - No Encumbrance Required WJ  
 Auditor Date:

APPROVED AS TO FORM:

[Signature] 1/22/02  
 John Patton, County Counselor Date:

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-3054 FAX 573-886-4311  
RECEIVED  
JAN 14 2003  
Boone County Commission

# Boone County Commission

January 9, 2003

Ms. Bonnie Whorton, Director  
HomeCare of Mid-Missouri  
102 West Reed Street  
Moberly, MO 65270

Dear Ms. Whorton:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2003.

Your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties. The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

.....

**This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2003-December 31, 2003. Please sign all three copies (you keep one) and return the other two signed copies to the Roger B. Wilson Boone Government Center, Commission Office, 801 E. Walnut, Columbia, MO 65201, attention Cathy.**

Signed

1-13-03  
Date

52-2002

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



JAN 07 2004  
Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2004

Ms. Bonnie Whorton, Director  
HomeCare of Mid-Missouri  
102 West Reed Street  
Moberly, MO 65270

RE: Renewal of Boone County Missouri Vendor Contract for Homemaker/Personal Care and Respite Services

Dear Ms. Whorton:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2004.

As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

*Cathy D Richards*

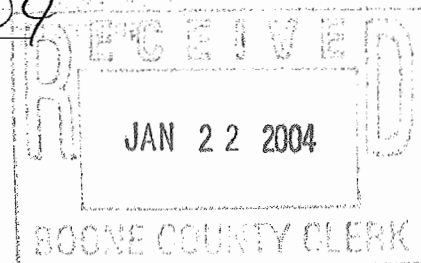
Cathy D. Richards  
Office Manager  
Boone County

*Thanks for the opportunity to work with you again this year! Bel*

.....  
This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2004 – December 31, 2004. **Please sign all three copies (you keep one) and return the other two to Shawna Victor, Clerk's Office, 801 East Walnut, Columbia, MO, 65201.**

*Bonnie Whorton*  
Signed

*1-08-04*  
Date



52-2002

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

February Session of the February Adjourned

Term. 2002

County of Boone

In the County Commission of said county, on the

4<sup>th</sup>

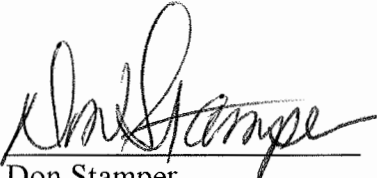
day of

February 20 02

the following, among other proceedings, were had, viz:

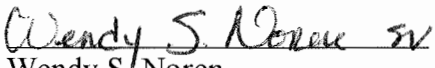
Now on this day, the County Commission of the County of Boone does hereby approve the contract between the County of Boone and Northeast Community Action Corporation for Homemaker and Personal Care Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

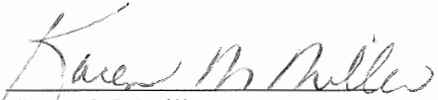
Done this 4<sup>th</sup> day of February, 2002.



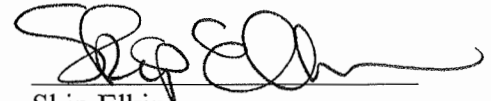
Don Stamper  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**AGREEMENT FOR PURCHASE OF HOMEMAKER & PERSONAL CARE SERVICES  
BOONE COUNTY, MISSOURI**

THIS AGREEMENT dated the 27<sup>th</sup> day of February, 2002, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and **Northeast Community Action Corporation** hereinafter referred to as the "Provider."

WHEREAS, the County desires to fund homemaker/personal care and respite services as stated in the application received by the Office of Community Services which is hereby incorporated by reference, and

WHEREAS, the provider is agreeable to providing such services under the terms and conditions outlined in this agreement.

NOW THEREFORE, the County and Provider agree:

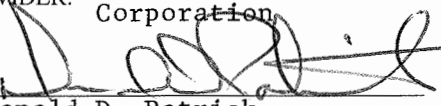

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County for persons who meet the eligibility requirements established by the County.
2. Services specified in the Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to State Licensing Rules for Home Health agencies and/or Department of Health and Senior Services for Homemaker/Personal Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by county personnel and other personnel duly authorized by the County.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against the County based upon the Provider's performance under this agreement or the County's selection of Provider as a contracting agency or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.
10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Department of Health and senior Services and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served



12. The rate of reimbursement for the period **January 1, 2002**, through **December 31, 2002**, is **\$13.71** per unit of service for homemaker/personal care services and **\$11.85** per unit of service for respite care services. A unit of service is one hour. Total payment for services provided under this agreement may not exceed the annual amount of appropriations made available by County in its annual budget for purposes of funding County's payment obligations under this agreement.
13. The County shall pay the Provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen-day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin **January 1, 2002** or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on **December 31, 2002**.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement **for two consecutive one-year terms**. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of the Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER: North East Community Action Corporation BOONE COUNTY, MISSOURI

By:   2-01-02  
Donald D. Patrick Presiding Commissioner Date:

Title: Executive Director

DATE: 02-06-02

CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation).

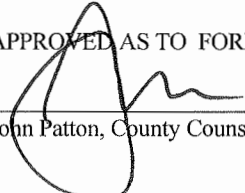
ATTEST:

Wendy J. Nolan 02/04/02  
County Clerk WJ Date:

1420-8-6621

Term & Supply - No Encumbrance Required RF  
Auditor Date:

APPROVED AS TO FORM:

 1/24/02  
John Patton, County Counselor Date:

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 9, 2003

RECEIVED

JAN 17 2002

Boone County Commission

JAN 18 2002

Ms. Trudy Wankle, Director  
Northeast Community Action Corporation  
16 North Court Street  
Bowling Green, MO 63334

Dear Ms. Wankle:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2003.

Your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties. The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

.....  
**This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2003-December 31, 2003. Please sign all three copies (you keep one) and return the other two signed copies to the Roger B. Wilson Boone Government Center, Commission Office, 801 E. Walnut, Columbia, MO 65201, attention Cathy.**

01-13-03

Signed

Date

Donald D. Patrick, Executive Director

53-2002

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2004

Mr. Donald D. Patrick, Executive Director  
North East Community Action Corporation  
P.O. Box 470  
Bowling Green, MO 63334-0470

RE: Renewal of Boone County Missouri Vendor Contract for Homemaker/Personal Care and Respite Services

Dear Mr. Patrick:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2004.

As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

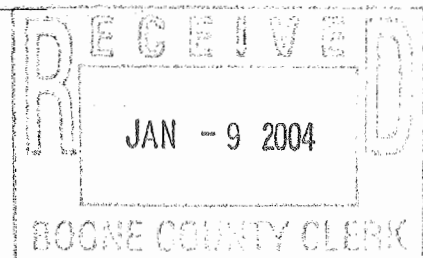
Cathy D. Richards  
Office Manager  
Boone County

.....

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2004 – December 31, 2004. **Please sign all three copies (you keep one) and return the other two to Shawna Victor, Clerk's Office, 801 East Walnut, Columbia, MO, 65201.**

Donald D. Patrick *RLG*  
Signed

1-8-04  
Date



53-2002

59-2002

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2006

Ms. Trudy Wankle, Director  
Northeast Community Action Corporation  
16 North Court Street  
Bowling Green, MO 63334

RE: Renewal of County of Boone, Missouri Vendor Contract for Homemaker/Personal Care and Respite Care Services

Dear Ms. Wankle:

This letter is to confirm the County of Boone's intent to renew your current contract to provide homemaker/personal care and respite care services to city clients as authorized by the Boone County office of the Department of Health and Senior Services. As you may know, your current city contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

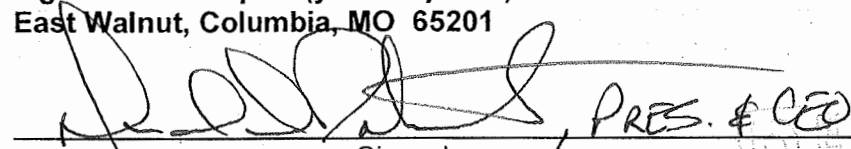
The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$3.65/unit (1/4 hour) for homemaker/personal care services and \$3.19/unit (1/4 hour) for respite care services.

Please confirm your agreement to renew your current contract with the County of Boone by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

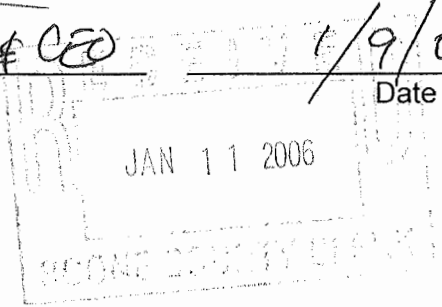
Sincerely,

Cathy D. Richards  
Office Manager

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2006 - December 31, 2006. Please **sign all three copies (you keep one) and return the other two to: Pat Burbridge, Clerk's Office, 801 East Walnut, Columbia, MO 65201**

 PRES. & CEO  
Signed \_\_\_\_\_ Date 1/9/06

Donald D. Patrick - President & CEO



**CERTIFIED COPY OF ORDER**

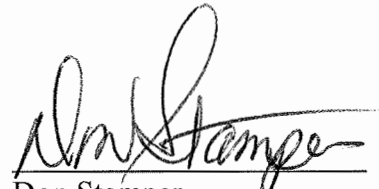
STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the February Adjourned Term. 2002

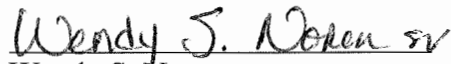
In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02  
 the following, among other proceedings, were had, viz:

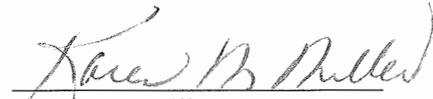
Now on this day, the County Commission of the County of Boone does hereby approve the contract between the County of Boone and Pyramid Group Inc for Homemaker and Personal Care Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 4<sup>th</sup> day of February, 2002.

  
 Don Stamper  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**AGREEMENT FOR PURCHASE OF HOMEMAKER & PERSONAL CARE SERVICES  
BOONE COUNTY, MISSOURI**

THIS AGREEMENT dated the 4th day of February 2007, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and **Pyramid Group, Inc.**, hereinafter referred to as the "Provider."

WHEREAS, the County desires to fund homemaker/personal care and respite services as stated in the application received by the Office of Community Services which is hereby incorporated by reference, and

WHEREAS, the provider is agreeable to providing such services under the terms and conditions outlined in this agreement.

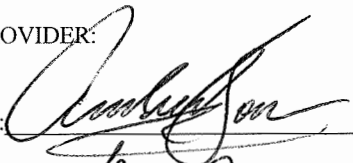
NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County for persons who meet the eligibility requirements established by the County.
2. Services specified in the Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to State Licensing Rules for Home Health agencies and/or Department of Health and Senior Services for Homemaker/Personal Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by county personnel and other personnel duly authorized by the County.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against the County based upon the Provider's performance under this agreement or the County's selection of Provider as a contracting agency or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.
10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Department of Health and senior Services and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served

12. The rate of reimbursement for the period **January 1, 2002**, through **December 31, 2002**, is **\$13.71** per unit of service for homemaker/personal care services and **\$11.85** per unit of service for respite care services. A unit of service is one hour. Total payment for services provided under this agreement may not exceed the annual amount of appropriations made available by County in its annual budget for purposes of funding County's payment obligations under this agreement.
13. The County shall pay the Provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen-day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin **January 1, 2002** or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on **December 31, 2002**.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement **for two consecutive one-year terms**. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of the Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.


IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

By:   
 Title: VP of Operations

DATE: 2/7/02

BOONE COUNTY, MISSOURI

 2-7-02  
 Presiding Commissioner Date:

CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation).


ATTEST:

Wendy S. Nonan 02/04/02  
 County Clerk SV Date:

1420-8-6621

Term & Supply - No Encumbrance Required KJ  
 Auditor Date:

APPROVED AS TO FORM:

 1/22/02  
 John Patton, County Counselor Date:

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 9, 2003

Mr. Cale Bradford, Chief Operating Officer  
Pyramid Homemaker Services  
P.O. Box 1927  
Cape Girardeau, MO 63702

Dear Mr. Bradford:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2003.

Your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties. The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2003-December 31, 2003. Please sign all three copies (you keep one) and return the other two signed copies to the Roger B. Wilson Boone Government Center, Commission Office, 801 E. Walnut, Columbia, MO 65201, attention Cathy.

  
Signed

1/13/02  
Date

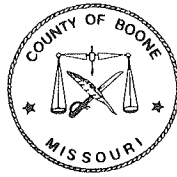
*Cale Bradford  
1/15/03 + explained  
reimbursement rates  
of \$13.71. Cale  
admitted he  
had signed in  
the amt &  
agree to  
\$13.71*

RECEIVED  
JAN 15 2002

Boone County Commission



Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2004

Mr. Cale Bradford, Chief Operating Officer  
Pyramid Homemaker Services  
P.O. Box 1927  
Cape Girardeau, MO 63702

RE: Renewal of Boone County Missouri Vendor Contract for Homemaker/Personal Care and Respite Services

Dear Mr. Bradford:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2004.

As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

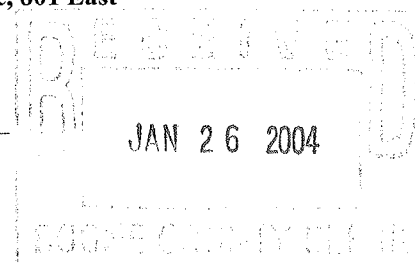
Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

.....  
This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2004 – December 31, 2004. **Please sign all three copies (you keep one) and return the other two to Shawna Victor, Clerk's Office, 801 East Walnut, Columbia, MO, 65201.**

Signed

Date



54-2002

**CERTIFIED COPY OF ORDER**

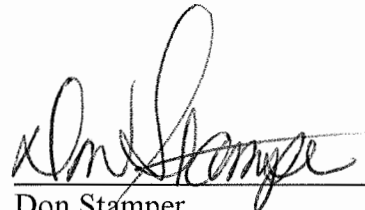
STATE OF MISSOURI }  
 County of Boone } ea.

February Session of the February Adjourned Term. 2002

In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02  
 the following, among other proceedings, were had, viz:

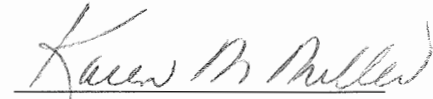
Now on this day, the County Commission of the County of Boone does hereby approve the contract between the County of Boone and the Curators of the University of Missouri DBA University Nurses Senior Care for Homemaker and Personal Care Services. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 4<sup>th</sup> day of February, 2002.

  
 Don Stamper  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**AGREEMENT FOR PURCHASE OF HOMEMAKER & PERSONAL CARE SERVICES  
BOONE COUNTY, MISSOURI**

THIS AGREEMENT dated the 4th day of February, 2002, is entered into between Boone County, Missouri, through its County Commission, hereinafter referred to as the "County" and **the Curators of the University of Missouri DBA University Nurses Senior Care**, hereinafter referred to as the "Provider."

WHEREAS, the County desires to fund homemaker/personal care and respite services as stated in the application received by the Office of Community Services which is hereby incorporated by reference, and

WHEREAS, the provider is agreeable to providing such services under the terms and conditions outlined in this agreement.

NOW THEREFORE, the County and Provider agree:

1. Provider shall provide homemaker/personal care and respite care services in accordance with the application of Provider that is on file in the Office of Community Services. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County for persons who meet the eligibility requirements established by the County.
2. Services specified in the Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to State Licensing Rules for Home Health agencies and/or Department of Health and Senior Services for Homemaker/Personal Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by county personnel and other personnel duly authorized by the County.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider agrees that if a suit or claim is filed or made against the County based upon the Provider's performance under this agreement or the County's selection of Provider as a contracting agency or the County's failure to supervise or monitor Provider's performance under this agreement, Provider will defend the County against said suit or claim and pay whatever damages may be assessed against the County. Provider is entitled to use whatever defenses it has in law or fact against such claimants and County agrees to assist in the factual defenses raised by the Provider. County agrees that if a suit or claim is filed or made against the Provider based upon the County's performance under this agreement, County will defend the Provider against said suit or claim and pay whatever damages may be assessed against the Provider. County is entitled to use whatever defenses it has in law or fact against such claimants and Provide agrees to assist in the factual defenses raised by the County.
10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Department of Health and senior Services and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served


12. The rate of reimbursement for the period **January 1, 2002**, through **December 31, 2002**, is **\$13.71** per unit of service for homemaker/personal care services and **\$11.85** per unit of service for respite care services. A unit of service is one hour. Total payment for services provided under this agreement may not exceed the annual amount of appropriations made available by County in its annual budget for purposes of funding County's payment obligations under this agreement.
13. The County shall pay the Provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen-day time period will be held over until the next month's billing cycle.
14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin **January 1, 2002** or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on **December 31, 2002**.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement **for two consecutive one-year terms**. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of the Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PROVIDER:

By:   
**JACQUELYN K. JONES**  
 Title: DIRECTOR, BUSINESS SVCS

BOONE COUNTY, MISSOURI

 2-4-02  
 Presiding Commissioner Date:

DATE: \_\_\_\_\_

APPROVED  
 AS TO  
 LEGAL FORM  



CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation).

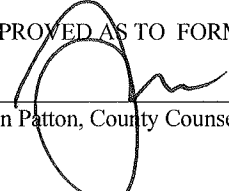
ATTEST:

  
 County Clerk W Date: 02/04/02

1420-8-6621

Term & Supply - No Encumbrance Required   
 Auditor Date:

APPROVED AS TO FORM:

  
 John Patton, County Counselor 1/22/02  
 Date:

  
 2/12/02



University Nurses Senior Care

MU Sinclair School of Nursing  
University of Missouri-Columbia

**Melinda Powell**

Director Business and Community Service  
Parkade Center, Suite 215  
601 Business Loop 70 W  
Columbia, MO 65203  
Phone (573) 884-3402  
FAX (573) 884-5494  
PowellMel@health.missouri.edu

March 5, 2002

Wendy S. Noren  
Boone County Clerk  
Boone County Government Ctr  
801 E Walnut Rm 236  
Columbia, MO 65201-7731  
Attn: Shawna

Dear Shawna:

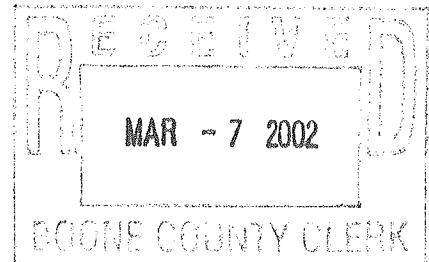
This letter is to confirm our mailing address for University Nurses Senior Care (or The Curators of the University of Missouri DBA University Nurses Senior Care) has been corrected:

601 Business Loop 70W  
Parkade Center, Ste 215  
Columbia, MO 65203

Please mail all further correspondence to this address. If you have any questions, please contact me.

Sincerely,

Melinda Powell



Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
73-886-4305 • FAX 573-886-4311

# Boone County Commission

RECEIVED  
MAR 10 2003  
Boone County Commission

January 9, 2003

Dr. Karen Marek, Administrator  
University Nurses Senior Care  
601 Business Loop 70 West, Suite #215  
Columbia, MO 65203

Dear Dr. Marek:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2003.

Your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties. The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

55-2002

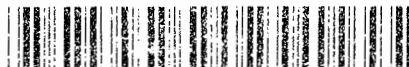
This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2003-December 31, 2003. Please sign all three copies (you keep one) and return the other two signed copies to the Roger B. Wilson Boone Government Center, Commission Office, 801 E. Walnut, Columbia, MO 65201, attention Cathy.

Lisa J. Wimmerauer  
Assoc. Director, Business Svcs.

2/19/03  
Date

BUSINESS SERVICES  
MLU 2/19/2003

APPROVED  
AS TO  
LEGAL FORM  
KMM 2/17/03



0100286A  
BOONE CO  
RESPITE CARE SVCS (SR CARE)

Keith Schnarre, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut Room 245  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

January 5, 2004

Dr. Karen Marek, Administrator  
University Nurses Senior Care  
601 Business Loop 70 West, Suite #215  
Columbia, MO 65203

RE: Renewal of Boone County Missouri Vendor Contract for Homemaker/Personal Care and Respite Services

Dear Dr. Marek:

This letter is to confirm the intent of the Boone County Commission to renew your current contract to provide homemaker/personal care and respite care services in 2004.

As you may know, your current county contract allows for the renewal of your contract for two consecutive one-year terms upon written agreement between both parties.

The terms and conditions of your current contract will remain in place including the current reimbursement rates of \$13.71/hour for homemaker/personal care services and \$11.85/hour for respite care services.

Please confirm your agreement to renew your current contract with Boone County by signing and returning this letter to me at the address below. Thank you for your continued service to the elderly and disabled citizens of our community.

Sincerely,

Cathy D. Richards  
Office Manager  
Boone County

.....

This is to confirm the renewal of our agreement with the County of Boone to provide homemaker/personal care and respite care services during the period January 1, 2004 – December 31, 2004. **Please sign all three copies (you keep one) and return the other two to Shawna Victor, Clerk's Office, 801 East Walnut, Columbia, MO, 65201.**

Signed

Lisa J. Wimmenseuer  
Assoc. Director, Business Svcs.

Date

1/27/04

APPROVED  
AS TO  
LEGAL FORM  
1/27/04 km



0100286A

BOONE CO  
RESPITE CARE SVCS (SR CARE)

55-2002

# CERTIFIED COPY OF ORDER


STATE OF MISSOURI }  
County of Boone } ea.

February Session of the February Adjourned Term. 2002


In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02  
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the Public Sector Personnel Consultant's revised FLSA Status Designation List.

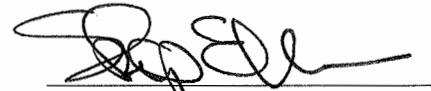
Done this 4<sup>th</sup> day of February, 2002.

  
Don Stamper  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



**Boone County**  
**Position Classification Plan**  
**Table 1 - Schematic of Occupational Job Classes**

Class Code	Occupational Job Families and Job Classes	FLSA	EEO Code
<b><u>Administrative Series</u></b>			
<b>Accounting/Finance Group</b>			
1001	Accountant	Non-Exempt	2
1003	Senior Account Specialist	Non-Exempt	6
1004	Account Specialist	Non-Exempt	6
1005	Payroll Specialist	Non-Exempt	6
<b>Administrative Services Group</b>			
1011	Office Manager	Non-Exempt	6
1012	Administrative Assistant	Non-Exempt	6
1013	Senior Secretary	Non-Exempt	6
1014	Secretary	Non-Exempt	6
<b>Office Services Group</b>			
1022	Office Specialist	Non-Exempt	6
1023	Receptionist	Non-Exempt	6
1024	File Clerk	Non-Exempt	6
1025	Mail Clerk	Non-Exempt	6
<b>Human Resources Group</b>			
1031	Director, Human Resources	Exempt	1
1032	Benefits/Risk Analyst	Non-Exempt	5
1034	Human Resources Assistant	Non-Exempt	5
<b>Information Technology Group</b>			
1041	Director, Information Technology	Exempt	1
1042	Supervisor, Systems Analysis	Exempt	2
1043	Supervisor, Programming & Analysis	Exempt	2
1044	Senior Programmer Analyst	Exempt	2
1045	Programmer Analyst	Exempt	2
1046	Personal Computer/Network Analyst	Non-Exempt	2
1047	Web Administrator	Exempt	2
1048	Computer Operations Analyst	Non-Exempt	2
<b>GIS Group</b>			
1051	GIS Program Manager	Exempt	2
1053	GIS Analyst	Non-Exempt	2
<b>Planning Group</b>			
1061	Director, Planning & Building	Exempt	1
1062	General Manager, BCRSD	Exempt	1
1064	Planner	Non-Exempt	2
1065	Code Enforcement Officer	Non-Exempt	5
<b>Building Inspection Group</b>			
1071	Chief Building Inspector	Non-Exempt	5
1073	Building Inspector	Non-Exempt	5

**Boone County**  
**Position Classification Plan**  
**Table 1 - Schematic of Occupational Job Classes**

Class Code	Occupational Job Families and Job Classes	FLSA	EEO Code
<b>Purchasing Group</b>			
1081	Director, Purchasing	Exempt	1
1083	Buyer	Non-Exempt	5
<b>Property Appraisal Group</b>			
1091	Chief Deputy Assessor	Exempt	1
1092	CAMA Program Manager	Exempt	2
1093	Appraiser/Commercial	Non-Exempt	2
1094	Appraiser/Residential	Non-Exempt	2
1095	Appraiser/Apprentice	Non-Exempt	2
1096	Cartographer	Non-Exempt	2
1097	Lead Personal Property Clerk	Non-Exempt	6
1098	Personal Property Clerk	Non-Exempt	6
<b>Tax Collection Group</b>			
2001	Chief Deputy Collector	Exempt	1
2003	Deputy Collector	Non-Exempt	6
<b>Recording Group</b>			
2011	Chief Deputy Recorder	Exempt	1
2012	Lead Deputy Recorder	Non-Exempt	6
2013	Deputy Recorder	Non-Exempt	6
<b>Elections Group</b>			
2021	Elections Manager	Exempt	1
2022	Principal Elections Specialist	Non-Exempt	6
2023	Senior Elections Specialist	Non-Exempt	6
2024	Elections Specialist	Non-Exempt	6
<b>Public Administrator</b>			
2031	Chief Deputy Public Administrator	Exempt	1

**Boone County**  
**Position Classification Plan**  
**Table 1 - Schematic of Occupational Job Classes**

Class Code	Occupational Job Families and Job Classes	FLSA	EEO Code
<b><u>Public Works Series</u></b>			
<b>Engineering Group</b>			
3001	Director, Public Works	Exempt	1
3002	Manager, Engineering Design and Construction	Exempt	1
3003	Manager, Project Development	Exempt	1
3004	Public Works Office Administrator	Exempt	1
3005	Project Engineer	Exempt	2
3006	Engineering Technician	Non-Exempt	3
3007	Construction Inspector	Non-Exempt	3
3008	Right-of-Way Agent	Non-Exempt	3
<b>Survey Group</b>			
3011	County Surveyor	Exempt	3
3013	Surveyor	Non-Exempt	3
<b>Roads Maintenance Operations Group</b>			
3021	Manager, Road Maintenance Operations	Exempt	1
3022	Roads Maintenance Superintendent	Exempt	1
3023	Road Maintenance Worker IV	Non-Exempt	7
3024	Road Maintenance Worker III	Non-Exempt	7
3025	Road Maintenance Worker II	Non-Exempt	7
3026	Road Maintenance Worker I	Non-Exempt	7
3027	Sign Maintenance Specialist	Non-Exempt	7
<b>Equipment Maintenance Series</b>			
3031	Fleet Operations Superintendent	Exempt	1
3033	Automotive/Equipment Mechanic	Non-Exempt	7
3034	Field Services Technician	Non-Exempt	7
<b>Facilities Maintenance Group</b>			
3041	Facilities Maintenance Manager	Exempt	1
3043	Senior Facilities Maintenance Technician	Non-Exempt	7
3044	Facilities Maintenance Technician	Non-Exempt	7
<b>Custodial Series</b>			
3051	Lead Custodian	Non-Exempt	8
3052	Custodian	Non-Exempt	8

**Boone County**  
**Position Classification Plan**  
**Table 1 - Schematic of Occupational Job Classes**

Class Code	Occupational Job Families and Job Classes	FLSA	EEO Code
<b><u>Public Safety Series</u></b>			
<b>Sheriff's Management Group</b>			
4001	Major	Exempt	1
4002	Captain	Exempt	2
4003	Lieutenant	Non-Exempt	2
<b>Sheriff's Operations Group</b>			
4011	Investigator	Non-Exempt	4
4012	Sergeant	Non-Exempt	4
4013	Deputy Sheriff	Non-Exempt	4
<b>Corrections Management Group</b>			
4021	Corrections Major	Exempt	1
4022	Corrections Captain	Exempt	2
4023	Corrections Lieutenant	Non-Exempt	2
<b>Corrections Operations Group</b>			
4031	Corrections Sergeant	Non-Exempt	4
4033	Corrections Officer	Non-Exempt	4
4034	Corrections Support Officer	Non-Exempt	4
<b>Health Services Group</b>			
4041	Registered Nurse	Exempt	2
4042	Licensed Practical Nurse	Non-Exempt	5
<b>Food Services Group</b>			
4051	Cook Supervisor	Non-Exempt	8
4053	Cook	Non-Exempt	8
<b>Administrative Support Group</b>			
4061	Warrant Supervisor	Non-Exempt	6
4063	Warrant Specialist	Non-Exempt	6
4065	Records Specialist	Non-Exempt	6
4066	Evidence Technician	Non-Exempt	6

**Boone County**  
**Position Classification Plan**  
**Table 1 - Schematic of Occupational Job Classes**

Class Code	Occupational Job Families and Job Classes	FLSA	EEO Code
<b><u>Prosecuting Attorney Series</u></b>			
<b>Attorney Group</b>			
5001	First Assistant Prosecuting Attorney	Exempt	1
5003	Assistant Prosecuting Attorney I	Exempt	2
5004	Assistant Prosecuting Attorney II	Exempt	2
<b>Investigations Group</b>			
5011	Chief Investigator, Prosecuting Attorney	Exempt	2
5012	Investigator, Prosecuting Attorney	Non-Exempt	2
5013	Witness Location Investigator	Non-Exempt	2
5014	Witness Coordinator	Non-Exempt	6
5015	Witness Location Specialist	Non-Exempt	6
<b>Victim/Witness Support Group</b>			
5021	Crime Victim Specialist	Exempt	2
5022	Victim Assistant	Non-Exempt	5
<b>Child Support Group</b>			
5031	Child Support Program Administrator	Exempt	2
5033	Child Support Enforcement Technician	Non-Exempt	5
<b>Administrative Group</b>			
5041	Prosecuting Attorney's Office Administrator	Exempt	2
5042	Criminal Investigations Specialist	Non-Exempt	6
5043	Bad Check/Tax Program Administrator	Non-Exempt	6
5044	Legal Secretary	Non-Exempt	6

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the February Adjourned Term. 2002

In the County Commission of said county, on the 4<sup>th</sup> day of February 20 02

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Boone County Commission Chambers of the Roger B. Wilson Boone County Government Center on March 3, 2002 from 9:00 a.m. to 3:00 p.m by the Missouri National Organization for Women. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

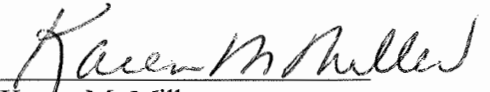
Done this 4<sup>th</sup> day of February, 2002.



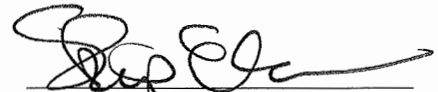
Don Stamper  
Presiding Commissioner

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner



# Boone County Commission

Comm.  
Agenda

## APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY ~~COURTHOUSE GROUNDS~~ Chambers

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: Use of Chamber room for meeting

Date(s) of Use: Sunday, March 3, 2002

Time of Use: From: 9:00 a.m./p.m thru 3:00 a.m./p.m

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds. of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: Missouri National Organization for Women

Organization Representative/Title: Diane Meeker, MD NOW Vice-President

Phone Number: 573-445-7144

Date of Application: 01/29/02

### PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Clerk

Don Stamper  
Commissioner

DATE: 2-5-02