STATE OF MISSOURI

ea.

April Session of the April Adjourned

Term. 20 ()4

**County of Boone** 

In the County Commission of said county, on the

27<sup>th</sup> day o

April

**20** 04

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

Now on this day the County Commission of the County of Boone does hereby approve the petition submitted by GM Columbia Properties LLC to vacate and re-plat lots 1, 2, 23, 24, 25, 40, 41, 42, 43, 44 and 45 of Concord Estates Plat 1. Said vacation is not to take place until the re-plat is approved.

Done this 27<sup>th</sup> day of April, 2004.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 04

**County of Boone** 

In the County Commission of said county, on the

27<sup>th</sup>

April

20 04

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following plats:

- Moreau Road
- Carlos Meadows
- Lee
- Byron's Hills

It is further ordered that the Presiding Commissioner be hereby authorized to sign said plats.

Done this 27<sup>th</sup> day of April, 2004.

Presiding Commissioner

ATTEST:

Clerk of the County Commission

Karen M. Miller

absent

District I Commissioner

Skip Elkin

STATE OF MISSOURI
County of Boone

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

 $27^{\text{th}}$  day of

April

**20** 04

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

Now on this day the County Commission of the County of Boone does hereby approve the Corrections Medical Service Agreement. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 27<sup>th</sup> day of April, 2004.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

#### CORRECTIONS MEDICAL SERVICE AGREEMENT

This Agreement, dated the 24 day of APRIL, 2004, is made by and between Joel Blackburn, D.O., referred to in this Agreement as "Physician" and Boone County, Missouri, through the Boone County Commission and Sheriff of Boone County, referred to in this Agreement as "County".

In consideration of each parties performance of the obligations set forth in this Agreement, the parties agree to the following:

- 1. **Background of Agreement** This Agreement is made in view of the following facts with which the parties believe to be true:
  - 1.1 Boone County, Missouri is obligated to provide a county jail; under the statutes of Missouri, the sheriff is charged with the responsibility of operating and managing the county jail and the county commission is charged with the responsibility providing funding for the operations and management of the jail.
  - 1.2 In order to insure that prisoners at the Boone County Jail receive reasonably adequate medical care while incarcerated and in order to provide medical services in the most cost effective manner consistent with sound medical practices, the Sheriff and the County Commission desire to retain the services of a licensed physician to develop and implement a comprehensive medical services program providing medical care to prisoners housed in the Boone County Jail.
  - 1.3 Physician is a licensed doctor of osteopathy with experience in corrections medicine and is willing to provide medical services at the Boone County Jail under certain terms and conditions. For this purpose Physician intends to establish a limited liability company to be known as Professional Correctional Medicine, L.L.C. (PCM) as an organization to provide medical services at the Boone County Jail as more particularly described in this Agreement.
  - 1.4 In order to ensure both Physician and County have a mutual understanding of the nature and scope of medical services and the terms and conditions of services and payment for services, the parties are entering into this Agreement.
- 2. **Physician Services** The Physician agrees to provide the following medical services to the County:
  - 2.1 **Medical Services Program** The Physician agrees to establish a medical services program within the county jail for the purpose of maximizing the amount of inmate patient care which can be provided at the jail and minimize inmate patient care at local hospitals to the extent feasible, consistent with

sound medical practices, using existing county medical personnel employed at the jail, and subject to financial resources made available by County for implementing the program. The program shall be aimed at providing more managed care in the jail medical system for chest and abdominal pain and seizures, to the greatest extent possible consistent with sound medical practices. As a part of the program, Physician agrees to participate in the management of inmates hospitalized outside of the jail to the extent feasible considering Physician's time constraints and subject to admitting and practice privileges at local hospitals. In this regard, Physician agrees to attempt to obtain working relationships with local hospitals for purposes of managing inmate care.

2.2 Onsite Services – Physician agrees to provide a minimum of eight hours per week of medical services to inmates at the Boone County Jail and to perform such other services in conjunction with the corrections medical service program as necessary in the judgment of the Physician, subject to scheduled visits with prisoner patients and the general need to accommodate the medical needs of patients at the jail. The Physician may provide such services through PCM by the use of contracted or hired physicians so long as any such persons possess the medical licensure and the medical skills necessary to treat inmates at the jail and are supervised sufficiently by Physician to provide the medical care required under this Agreement. As between the Physician and the County, the Physician and PCM shall be liable for the acts or omissions of any such persons contracted for or hired by Physician or PCM and it shall be the responsibility of Physician to obtain the necessary professional liability insurance to cover the services of any such physicians. Not withstanding the foregoing, County reserves the right to refuse services from contracted or hired physicians upon notice to Physician if and when it is determined that the patient care or behaviors of any such physicians are unacceptable from the standpoint of maintaining inmate medical care or security at the jail.

2.3

2.4 On Call Services – Physician agrees to provide on call 24 hour per day, 7 day per week telephone consultation services to medical staff employed by the County as necessary to supervise medical care provided to prisoners The Physician may provide such services through PCM by the use of contracted or hired physicians so long as any such persons possess the medical licensure and the medical skills necessary to treat inmates at the jail and are supervised sufficiently by Physician to provide the medical care required under this Agreement. As between the Physician and the County, the Physician and PCM shall be liable for the acts or omissions of any such persons contracted for or hired by Physician or PCM and it shall be the responsibility of Physician to obtain the necessary professional liability insurance to cover the services of any such physicians. Not withstanding the foregoing, County reserves the right to refuse services from contracted or hired physicians upon notice to Physician if and when it is determined that the patient care or

- behaviors of any such physicians are unacceptable from the standpoint of maintaining inmate medical care or security at the jail.
- 2.5 **Nursing Protocols** —Physician agrees to develop and provide the County with nursing protocols for nursing personnel employed by the County who provide medical services to prisoners within the Boone County Jail. The purpose of establishing these nursing protocols is to permit, when possible and feasible, treatment of prisoner medical problems by nursing staff without the presence of Physician. It is agreed that such protocols shall be developed as an ongoing process during the period of this Agreement and any extensions thereof and all such protocols shall be in written form and compiled and updated in the form of a manual for use by nursing staff.
- 2.6 **Formulary Drug Program** The Physician agrees to establish and maintain a formulary drug program in coordination with existing medical staff employed by Boone County at its jail.
- 2.7 **Onsite Pharmacy** Physician agrees to assist County employed nursing staff at the jail with advice on management and supervision of on site pharmaceutical services at the jail as need dictates and on a time available basis.
- 2.8 **Communications** Physician agrees to establish and conduct regular meetings with medical staff and correctional personnel employed by the County the purposes of operating, maintaining and improving the medical care program provided to inmates at the jail.
- 2.9 **NCCHC Accreditation** Physician agrees to assist the County in obtaining NCCHC accreditation subject to resources devoted by the County for this purpose.
- 2.10Licensing and Insurance Physician agrees to maintain his medical licensing in good standing at all times during this Agreement and any extensions thereof and to carry professional liability insurance in such amounts and with such coverages as deemed mutually acceptable by the parties to this Agreement. Further, Physician shall be responsible for assuring that any physicians contracted or hired by him to provide services under PCM shall be adequately insured to the same extent as Physician and PCM. Physician further agrees to provide the County with proof of the existence and good standing of PCM, and insurance documentation verifying such coverages, exclusions and expense thereof and such documentation shall be presented to the County and Sheriff or such other officials as may be designated by the County Commission to assure compliance with this paragraph.

- 3. **County Obligations** In exchange for Physician's performance of services as specified above, the County agrees to the following:
  - 3.1 Compensation The County agrees to pay the Physician for services under this Agreement at a rate of \$50,000.00 per year, payable in monthly installments on or before the 15<sup>th</sup> day of each month. In addition, County agrees to reimburse the Physician for the direct and actual costs of any additional premium expense incurred by Physician for establishing or expanding insurance coverage for himself or PCM, or obtaining endorsements to existing professional liability insurance for providing medical services to inmates at the jail, not to exceed \$10,000 per year, provided Physician provides insurance documentation verifying such additional expenses to the satisfaction of the County Auditor and Sheriff.
  - 3.2 **Medical Care Program** The County agrees to implement and maintain a medical care program established in accordance with guidelines provided established by Physician and to fund operation of this program during the term of this Agreement and any extensions thereof as a part of its annual budgeting process, subject to mutually agreed upon terms and conditions for program implementation and financing.
- 4. Duration and Termination of Agreement This Agreement shall be effective beginning on the \_\_/st\_\_ day of \_MAY\_\_\_, 2004, through December 31, 2004; annual Physician compensation shall be prorated during fiscal year 2004 so that compensation is equivalent to the number of months or fractions thereof services are performed during the first fiscal year. This Agreement shall thereafter renew for one year periods subject to annual appropriations being made available to fund this Agreement by the County unless either party to this Agreement elects to terminate this Agreement for convenience after the initial 2004 term; in such case the terminating party shall give the non-terminating party at least 60 days advance written notice of termination. Provided, however, this Agreement may be terminated for a cause including but not limited to, material breech of any term or condition of this Agreement, Physician loss of licensure, Physician inability to provide medical services in a competent professional manner, commission of a felony or a crime moral turpitude, or such other causes warranting termination. Notice of termination for cause shall be given as promptly as reasonable practicable under the circumstances and in case of termination of Physician, notice of termination for cause shall be given 30 days or less in advance of the date of termination, but Physician shall be compensated for at least 30 days of services regardless of whether such services are performed if termination occurs upon less than 30 days notice.
- 5. **Funding** The County agrees to use all reasonable efforts to fund all of its obligations under this Agreement for the contract period and any renewals thereof. However, both parties understand and agree that the County is legally prohibited from financially obligating itself beyond its current fiscal year and then

only to the extent appropriations are available for that purpose. Accordingly, the parties mutually understand that this Agreement shall automatically terminate if appropriations are not made available to fund the obligations under this Agreement beyond the current fiscal year.

- 6. **Binding Effect** This Agreement shall be binding upon and exist for the benefit of the parties hereto as long as this Agreement and any extension thereof remain in effect. It is understood and agreed that any persons obtained by Physician to provide substitute services as authorized by this Agreement shall be bound by the same terms, conditions and obligations to which the Physician is obligated while such person is providing substitute services. It is further understood and agreed that the Physician shall be responsible and liable to the County for work performed by persons providing substitute services for Physician as authorized under the terms of this Agreement and that all such persons shall be fully insured for services to the same extent as the Physician.
- 7. **No Third Party Beneficiaries** This Agreement is intended to and shall be construed exclusively for the benefit of the parties to this Agreement and is not intended to be for the benefit of any persons or entities who are not a party to this Agreement.
- 8. **Entire Agreement** This Agreement constitutes the entire Agreement between the parties and supercedes any prior negotiations, written or verbal, and may only be amended by a signed writing executed with the same formality of this Agreement.

In witness whereof the parties have executed this Agreement as of the day and year first above written.

Physician

Boone County, Missouri

By Boone County Commission

Keith Schnarre, Presiding Commissioner

Boone County Sheriff's Department

TP Boehm, Sheriff

ATTEST: Approved as to form

Wendy Noren, County Clerk

County Counselor

County Counselor

County Counselor

County Counselor

County Counselor

Descrify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Auditor V Date 1255~85620 \$ 33,333.36

**CERTIFICATION:** 

04-21-04

DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

	Dr. Joel Blackburn	<u> </u>							
VENDOR NO.	VENDOR NAME	PHONE #							
	ADDRESS	CITY	STATE ZIP						
	TOXIDI								
☐ Bid /RFP (en	This field MUST be completed to demonstrate Refer to RSMo 50.660, 60.753-50.790	), and the Purchasing Manual—S Transaction Not Subject To Bi	ection 3 dding For The Following Reason:						
Sola Source Emergency F Written Quot S750 No Bid from a bid, ev	(enter # below) Procurement (enter # below) Bes (3) attached (<\$750 to \$4,449) Bes Required (enter bid # below if you are purchasing Ben if this purchase is <\$750) Services (see Purchasing Policy Section 3-103)	Utilify Travel Dues Refund Cooperative Agreement Other (Explain):	Training Pub/Subscriptions Required Gov Payment Agency Fund Distribution						
# (Enter Appl	ilcable Bid / Sole Source / Emergency Number)	Contract	BOONE COUNTY AUDITOR						
Ship To Depa	rtment #	Bill To Department #	AUDITOR						

D	epa	rtme	nt			Ac	COL	ınt		Item Description	Qty	Unit Price	Amoun
1	2	5	5		8	5	6	2	0	May physician services	1	4166.67	4166,6
										June	1	4166.67	4166.6
										July	1	4166.67	4166.6
										August	1	4166.67	4166.6
										Sept.	1	4166.67	4166.6
										October	1	4166.67	4166.6
				L						November	1	4166.67	4166.6
-	-			-	-					December	1	4166.67	4166.67
				-	·					TOTAL			33,333.3
1													
+				-	+	$\dashv$	-			- CLERK'S OFFICE —			
7		$\neg$		r	7	-	$\dashv$		_	*DO NOT UNSTAPLE THESE PAGES	$\dashv$		
7				-					_	*THE ONLY ACTION NEEDED IS TO WRITE THE COMM ORDER # ON THE FORM AND RETURN TO AUDITOR'S OFFICE.			

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Réquesting Official

Auditor Approval

H

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 04

**County of Boone** 

ea.

In the County Commission of said county, on the

27<sup>th</sup> da

April

**20** 04

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND	AMOUNT	AMOUNT
TITLE	DECREASE	INCREASE
2905-48000: Law Enforcement/Judicial Info	\$2,250.00	
System – Telephone/Fiber Lines		
2905-60050: Law Enforcement/Judicial Info	\$402.00	
System – Equipment Maintenance Contract		
2905-91301: Law Enforcement/Judicial Info	\$13,002.00	
System – Computer Hardware		
2905-60050: Law Enforcement/Judicial Info		\$743.00
System – Equipment Maintenance Contract		
2905-91301: Law Enforcement/Judicial		\$13,071.00
Info System – Computer Hardware		
2907-48000: Law Enforcement/Judicial Info		\$1,400.00
System Court Only – Telephone/Fiber Lines		
2907-91301: Law Enforcement/Judicial	-	\$24,674.00
Info System Court Only – Computer		
Hardware		

Said budget amendment is to establish the corrected budget for the fiber project.

Done this 27<sup>th</sup> day of April, 2004.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

### REQUEST FOR BUDGET AMENDMENT **BOONE COUNTY, MISSOURI**

04/12/04 ECTIVE DATE

				 							162-200	<u> </u>
_		_			_						(Use whole	amounts)
D	ера	rtme	ent			ccol	ınt		Department Name	Department Name   Account Name   Decrease		Increase
2	9	0	5	4	8	0	0	0	LE/Judicial Info System	Telephone-Fiber lines	2,250	
2	9	0	5	6	0	0	5	0	LE/Judicial Info System	Equip Maint. Contract	402	
2	9	0	5	9	1	3	0	1	LE/Judicial Info System	Computer Hardware	13,002	
										FY 2004 Budget to be removed: \$15,654 /		
									Additional resources needed (\$24,234) will be	NEW FY 2004 Budget to be Approved:		77.5 VILLE VILLE (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
									appropriated from Fund Balance.	\$39,888 ✓		
2	9	0	5	6	0	0	5	0	LE/Judicial Info System	Equip Maint. Contract		743
2	9	0	5	9	1	3	0	1	LE/Judicial Info System	Computer Hardware		13,071
L	l											
	9	0	7	4	8	0	0	0	LE/Judicial Info Sys- COURT ONLY	Telephone-Fiber lines		1,400
2	9	0	7	9	1	3	0	1	LE/Judicial Info Sys- COURT ONLY	Computer Hardware		24,674

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

The FY 2004 budget in dept. #2905, represented a re-budgeting of the FY 2003 appropriations. The solution for fiber connectivity, as outlined in the attached agreement and diagram, differs from the original plan. As a result, the original budget is being removed and approval is requested for a revised budget that will

provide resources for implementation.

TO BE COMPLETED BY AUDITOR'S OFFICE

schedule of previously processed Budget Revisions/Amendments is attached.

A fund-solvency schedule is attached.

Comments: NA

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing.

Office

COMMISSIONER

# Fiber Optic Installation Costs for Sheriff's Location

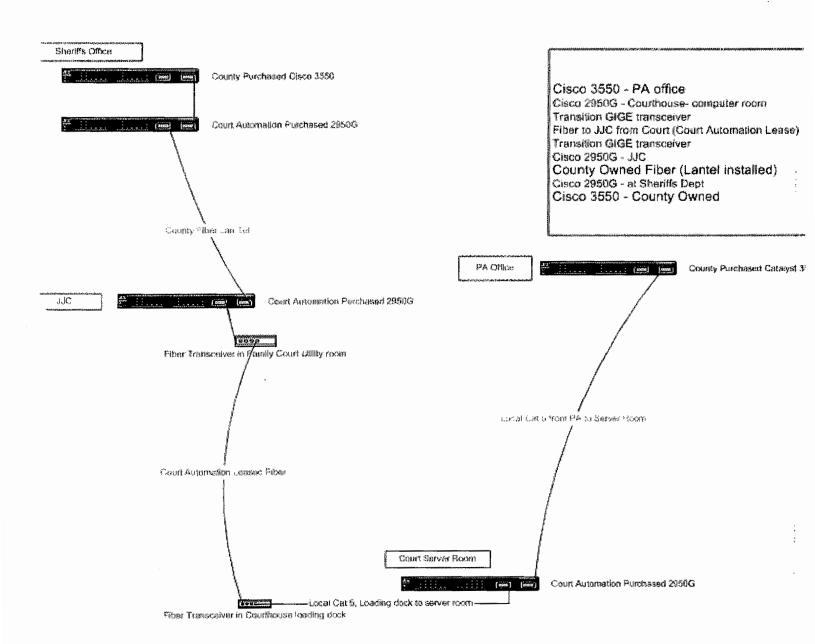
		DEPT	. 2905			DEPT	. 2907		PROP. L BUDGET				
	48000	60050	91301		48000	60050	91301		48000	60050	91301		
	Lease	Maint.	One-Time		Lease	Maint.	One-Time		Lease	Maint.	One-Time		
Description	Charges	Charges	Purchase	TOTALS	Charges	Charges	Purchase	TOTALS	Charges	Charges	Purchase	TOTALS	
3 x 3550-48 SMI	0	743	9,060	9,803	0	0	0	0					
3 x GBIC	0	743	711	711	0	0	0	0					
Installation Support Services	0	0	2,000			0	0						
Lease JJC-Courthouse Fiber from Circuit Court (\$175/mo x 8)	0	0	0	0	1,400	0	0	1,400					
Melody Garnett's Network Printer	0	0	0	0	0	0	1,684	1,684					
Network Printer Drop to PA	0	0	0	0	0	0	200	200					
Materials (Lan-Tel KC)	0	0	0	0	0	0	6,848	6,848					
Labor (Lan-Tel KC)	0	0	0	0	0	0	13,542	13,542					
Contingency	0	0	1,300	1,300	0	0	2,400	2,400					
TOTALS	0	743	13,071	13,814	1,400	0	24,674	26,074	2,250	402	13,002	15,654	
Notes: Dept. 2905 is Commission/l' Dept. 2907 is Circuit Court Administ		red.											

#### Memorandum of Agreement

Memorandum of Agreement
This Agreement, dated the day of, 2004, is made by and between the Office of the State Courts Administrator, through the Missouri Court Automation Program, Court Administrator's Office for the Thirteenth Judicial Circuit, and the Boone County Information Technology Department, in order to memorialize the parties understandings with respect to electronic communications developed and implemented between the Boone County Sheriff's Department, Prosecuting Attorney's Office, the Thirteenth Judicial Circuit and the Missour Court Automation Program.
The parties understand and agree to the following:
1. The diagram attached to this Memorandum of Agreement shall represent the electronic communications network between the Circuit Court, Sheriff and Prosecuting Attorney The Court Administrator for the Thirteenth Judicial Circuit shall purchase and have installed the fiber optic connection (labor and materials) from the Juvenile Justice Center to the Sheriff Department and obtain funding for this purchase from Boone County. The Boone County Information Technology Department shall purchase remaining equipment identified in blue. The responsibility for the operation, maintenance, and repair of electronic communications equipment and facilities shall be allocated amongst the parties in accordance with the color coding on the attached diagram.
2. The Court Administrator for the Thirteenth Judicial Circuit and the Missouri Court Automation program shall share equally in the cost of leased fiber optic cable between the Boone County Juvenile Justice Center and the Boone County Circuit Court. The present cost to be paid by each party is \$175.00 per month. The Thirteenth Judicial Circuit shall obtain funding from Boone County for its share of the monthly lease charges.
3. Either party may terminate this Agreement upon written notice to the other parties, provided that termination shall not occur until all parties develop mutually acceptable transition plans in order to avoid disruption of electronic communication services. This Agreement shall become effective from and after all signatories to this agreement have signed and dated this Memorandum of Agreement.
Court Administrator Thirteenth Judicial Circuit
Dated:
Boone County Information Technology Department
Dated:

Office of the State Court Administrator Missouri Court Automation Program

Dated:



## Financial Summary - Law Enforcement Services Fund (290)

	200 Act		2003 Budget		2003 Actual		2004 Budget
REVENUES:	•			_			
Taxes Licenses and Permits	\$	-	\$ 2,300,000	\$	2,430,935	\$	2,480,000
Intergovernmental		-	_		-		
Charges for Services		-	_		-		-
Fines and Forfeitures		-	-		-		
Interest		-	-		5,613		2,450
Hospital Lease		-	-		-		-
Other					·		
Total Revenues		-	2,300,000		2,436,548		2,482,450
EXPENDITURES:							
Personal Services		-	1,402,994		1,302,945		1,733,343
Materials & Supplies		-	45,481		43,025		21,639
Dues Travel & Training		-	3,500		565		3,500
Utilities Valviale Frances		-	13,227 1,275		11,708 48		25,097 625
Vehicle Expense Equip & Bldg Maintenance		-	26,151		20,366		16,882
Contractual Services		-	28,729		18,937		218,655
Debt Service (Principal and Interest)		-	6,000		802		210,033
Other		-	17,699		6,568		22,300
Fixed Asset Additions		-	613,186		563,794		435,964
Total Expenditures	***************************************		2,158,242	-	1,968,758		2,478,005
REVENUES OVER (UNDER) EXPENDITURES		-	141,758		467,790		4,445
OTHER FINANCING SOURCES (USES):							
Operating Transfer In		_	-		-		-
Operating Transfer Out		-	-		-		_
Proceeds of Capital Leases		-	_		-		_
Proceeds of Long-Term Debt		-	-		-		•
Retirement of Long-Term Debt							
Total Other Financing Sources (Uses)		-	-		-		-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES		-	141,758		467,790		4,445
FUND BALANCE (GAAP), beginning of year		-	_		-		730,685
Equity Transfer In		-	_		-		-
Equity Transfer Out		•	-		_		-
Less encumbrances, beginning of year		-	-		-		(262,895)
Add encumbrances, end of year			200,000		262,895		262,895
FUND BALANCE (GAAP), end of year	\$		\$ 341,758	\$	730,685	<u>\$</u>	735,130
FUND BALANCE RESERVES AND DESIGNATIONS, end of year							
Reserved:				_			
Loan Receivable (Street NIDS/Levy District)	\$	-	\$ -	\$	-	\$	-
Prepaid Items		-	-		-		-
Debt Service/Restricted Assets		•	200.000		262.805		262 806
Prior Year Encumbrances		-	200,000		262,895		262,895
Designated: Capital Project and Other							247,910
Total Fund Balance Reserves and Designations, end of year		_	200,000		262,895		510,805
FUND BALANCE, end of year			341,758		730,685		735,130
FUND BALANCE RESERVES/DESIGNATIONS, end of year		-	(200,000)		(262,895)		(510,805)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	<u>\$</u>		<b>\$</b> 141,758		467,790	\$	224,325
		-					

Amt. Available to cover additional