

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of May 20 13

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 by Charlotte Pisarek for permission to vacate and replat Lot 1 of Biggs Road Subdivision, as shown in Plat Book 43, Page 25 of the Boone County Records.

Said vacation is not to take place until the re-plat is approved.

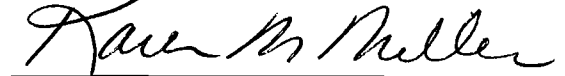
Done this 28th day of May, 2013.

ATTEST:

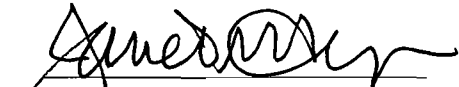
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
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May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and the City of Columbia on the 2013 Road Maintenance Pavement Preservation Projects. The terms of the agreement are stipulated in the attached cooperative agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 28th day of May, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**BOONE COUNTY AND CITY OF COLUMBIA
ROAD MAINTENANCE COOPERATIVE AGREEMENT**

2013 Pavement Preservation Projects

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri (hereinafter "Boone County"), and the City of Columbia, Missouri, a political subdivision of the State of Missouri (hereinafter "City").

WHEREAS, County and City desire to cooperate with each other on the maintenance of certain roadways in which both County and City have certain maintenance obligations; and

WHEREAS, the parties are authorized pursuant to the provisions of RSMo §70.220 to enter into this cooperative agreement; and

WHEREAS, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the preservation and maintenance of the impacted roadways.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to formalize the understanding between the parties regarding the sharing of costs associated with pavement preservation work to be done as part of the 2013 construction season.
2. **SHARED MAINTENANCE OBLIGATIONS:** Currently, Boone County is responsible for the maintenance of all of the roads referenced herein, as part of its road system, except that the City is responsible for a one half interest in maintenance responsibilities for those portions of the roads adjacent to property annexed into the City of Columbia. Said shared maintenance obligations are depicted in the Exhibits attached hereto and incorporated herein by reference.
3. **LOCATION:**
The locations of the shared cost 2013 Preservation Chip Seal and Fog Seal projects can be found on the attached maps, which are incorporated herein by reference.
4. **WORK CONTEMPLATED:** Boone County will perform, with its own forces, application of road oil, application of Osage River rock, Iron Mountain Trap Rock, or like aggregate, sweeping, and other associated preparatory work to complete the 2013 Preservation Chip Seal projects. Boone County will, through a contractor, perform Fog Seal treatments using GSB-88 sealant. Some roads, as shown in the below tables, will receive both a Preservation Chip Seal and a Fog Seal. Additionally, the City will perform striping, as summarized below.

5. COST: The costs for the Preservation Chip Seal projects and the Fog Seal projects were calculated based on the surface area of pavement to be treated in areas of responsibility for each party and are summarized below.

2013 Preservation Chip Seal Projects					
Road Name	Total Square Yards	City Qty	County Qty	Unit Cost	City Cost
Arbor Way	3,633	1,162	2,471	\$2.07	\$2,404.79
Harvest Rd	3,124	1,562	1,562	\$2.07	\$3,233.68
Lake of the Woods Rd	20,277	1,906	18,371	\$2.07	\$3,945.59
Oakland Church Rd	10,428	2,331	8,097	\$2.07	\$4,824.44
Old Field Rd	6,836	3,968	2,868	\$2.07	\$8,214.38
Total					\$22,622.87

2013 Fog Seal Projects					
Road Name	Total Square Yards	City Qty	County Qty	Unit Cost	City Cost
Arbor Way	3,633	1,162	2,471	\$1.00	\$1,162.00
Bethel Church Rd	8,551	1,909	6,641	\$1.00	\$1,909.00
Clearview Dr	7,775	440	7,335	\$1.00	\$440.00
Gans Rd	6,452	3,226	3,226	\$1.00	\$3,226.00
Harvest Rd	3,124	1,562	1,562	\$1.00	\$1,562.00
Hickam Ct	1,051	525	525	\$1.00	\$525.00
Hickam Dr	4,153	1,301	2,852	\$1.00	\$1,301.00
Lake of the Woods Rd	20,277	1,906	18,371	\$1.00	\$1,906.00
Oakland Church Rd	10,428	2,331	8,097	\$1.00	\$2,331.00
Oakland Gravel Rd	16,181	1,625	14,556	\$1.00	\$1,625.00
Old Field Rd	6,836	3,968	2,868	\$1.00	\$3,968.00
Old Millers Rd	2,228	801	1,427	\$1.00	\$801.00
Old Plank Rd	5,690	1,554	4,135	\$1.00	\$1,554.00
Prathersville Rd	10,430	3,323	7,107	\$1.00	\$3,323.00
Total					\$25,633.00

2013 Striping By City					
Road Name	Description	Total Length	County Length	Unit Cost	County Cost
Prathersville Rd	Double Yellow	3,795.8	2,602.0	\$0.24	\$624.49
	White Edge	7,233.1	4,958.3	\$0.12	\$594.99
Lake of the Woods Rd	Double Yellow	7,913.7	7,169.8	\$0.24	\$1,720.75
	White Edge	15,127.9	13,705.9	\$0.12	\$1,644.70
Oakland Church Rd	Double Yellow	4,631.2	3,596.2	\$0.24	\$863.08
Bethel Church Rd	Double Yellow	3,693.8	2,868.9	\$0.24	\$688.54
	White Edge	1,383.7	1,383.7	\$0.12	\$166.04
Gans Rd	Double Yellow	2,527.3	1,263.6	\$0.24	\$303.27

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Oakland Gravel Rd	Double Yellow	6,752.9	6,074.9	\$0.24	\$1,457.97
Old Millers Rd	Double Yellow	884.9	566.9	\$0.24	\$136.05
Old Plank	Double Yellow	2,372.1	1,724.1	\$0.24	\$413.78
	White Edge	4,536.0	3,296.8	\$0.12	\$395.62
				Total	\$9,009.28

2013 Cost Summary: \$ 22,622.87 Preservation Chip Seal Projects
 \$ 25,633.00 Fog Seal
 - \$ 9,009.28 County Portion of Striping Cost by City
 Total \$ 39,246.59 + 10% Contingency = \$ 43,171.25

TOTAL COST TO CITY NOT TO EXCEED \$ 43,200.00

6. Method of Payment:

(a) For the Preservation Chip Seal and Fog Seal Projects. County shall bill City for the estimated costs as set forth in Section 5 upon County's completion of each individual road project. City shall pay County within thirty (30) days.

(b) For the Striping Projects. The estimated costs for the Striping by the City, as listed above, will be used in the request for payment. City shall bill County for the estimated costs as set forth in Section 5 upon City's completion of each individual road project. County shall pay City within thirty (30) days.

(c) Significant difference between estimated material costs and costs of actual material used. The Parties agree that the costs associated with the Projects in Section 5 are based upon estimated cost of the materials used in the Projects. Final measurements will not be made, unless the actual material used indicates significant difference from estimated quantities. If a change in this amount is made, the Party making the change will notify the other Party. The Party owing money to the other Party shall pay the amount due within thirty (30) days.

7. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.


[SIGNATURES ON THE FOLLOWING PAGES]


IN WITNESS WHEREOF the parties through their duly authorize representatives have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this 28th day of May, 2013.

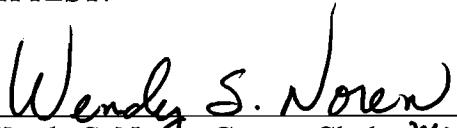
Executed by the City of Columbia this _____ day of _____, 2013.

BOONE COUNTY, MISSOURI


By: 
Stan Shawver, Director of Resource Management, Boone County

By: 
Daniel Atwill, Presiding Commissioner

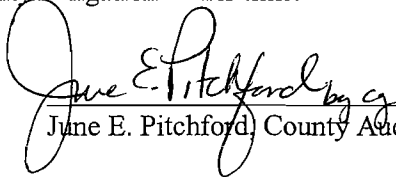
ATTEST:


Wendy S. Noren, County Clerk *my*

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor


Boone County Auditor Certification: I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.

 5-22-13
June E. Pitchford, County Auditor Date

2040-3528
2040-3528
2045-71100

247-2013

CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

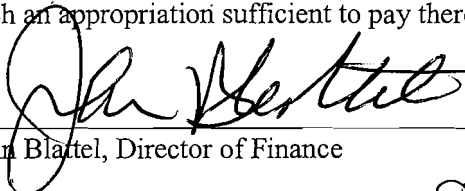
ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged 110-6022-521.49.90 and that there is an unencumbered balance to the credit of such an appropriation sufficient to pay therefore.


John Blattel, Director of Finance Date 8




Arbor Way = 3,633 sy
 City = 1162 sy (32.0%)
 County = 2471 sy (68.0%)



**2013 Pavement Preservation
 Shared Cost Projects**

Treatment: Preservation Chip Seal and Fog Seal

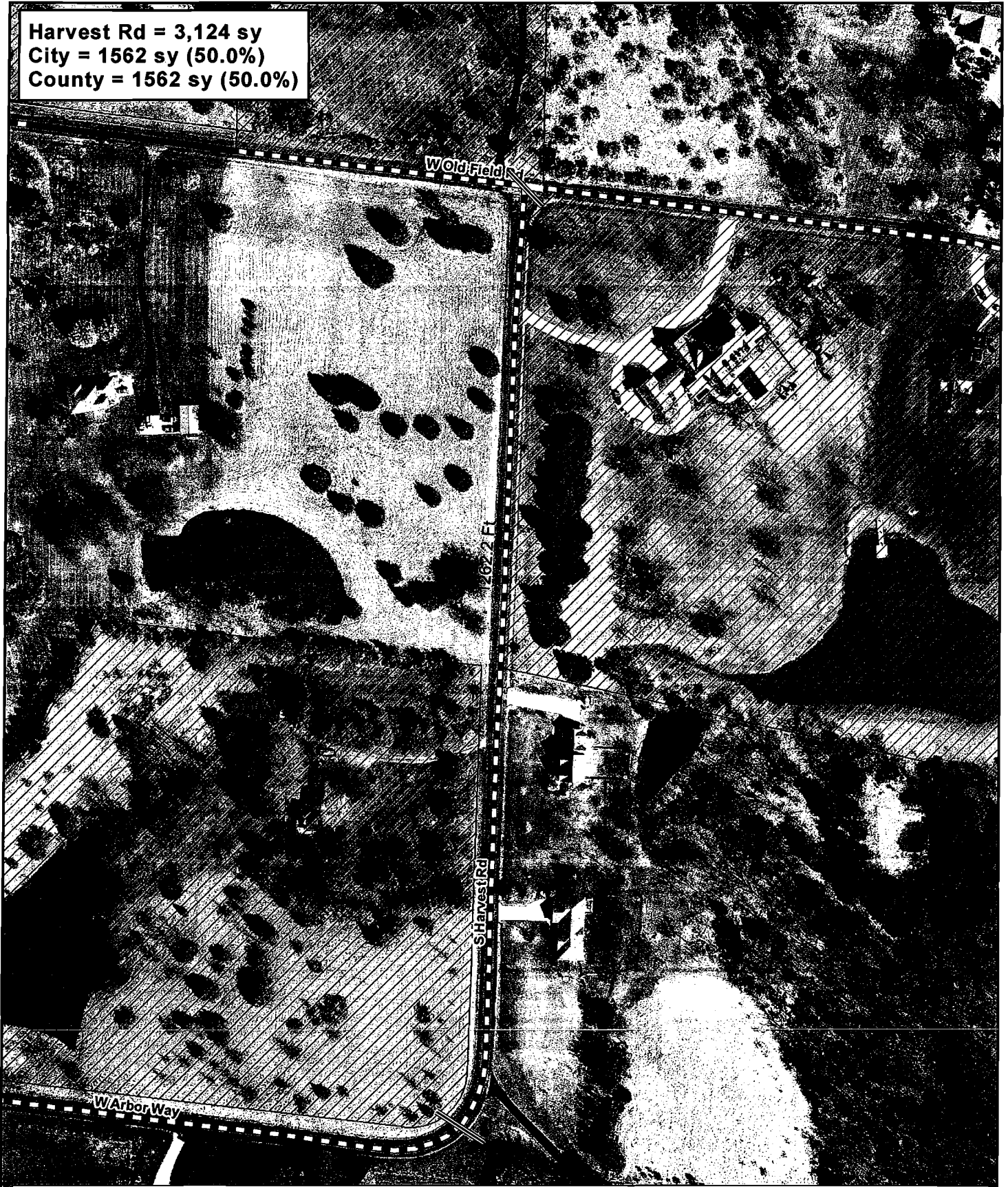
Project Portion Owned By:

-  City
-  County
-  City and County

-  City Limits
-  Project Extent






Harvest Rd = 3,124 sy
 City = 1562 sy (50.0%)
 County = 1562 sy (50.0%)





**2013 Pavement Preservation
 Shared Cost Projects**

Treatment: Preservation Chip Seal and Fog Seal

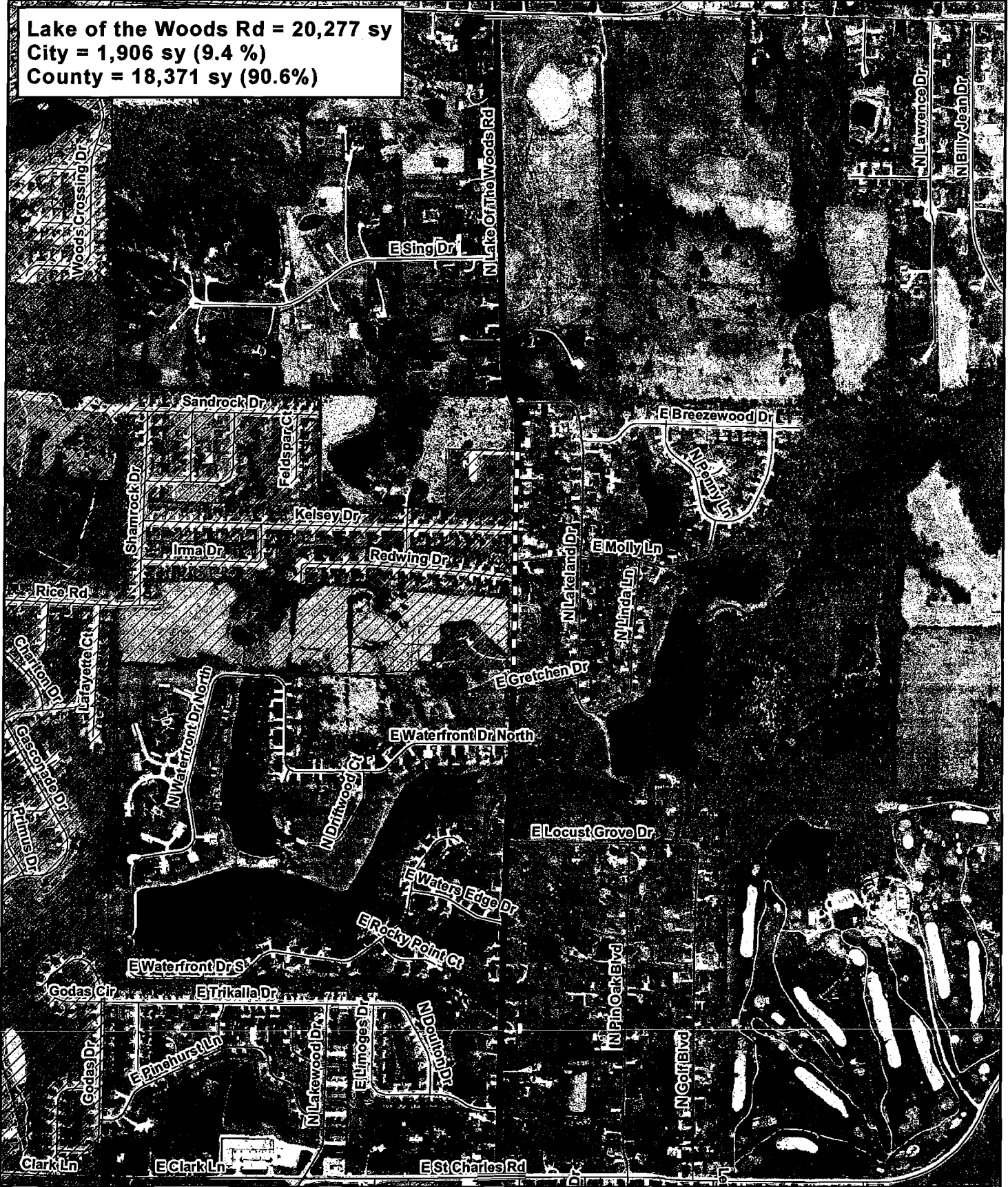
Project Portion Owned By:

-  City
-  County
-  City and County

-  City Limits
-  Project Extent






Lake of the Woods Rd = 20,277 sy
 City = 1,906 sy (9.4 %)
 County = 18,371 sy (90.6%)





2013 Pavement Preservation Shared Cost Projects

Treatment: Preservation Chip Seal and Fog Seal

Project Portion Owned By:

-  City
-  County
-  City and County

-  City Limits
-  Project Extent






Oakland Church Rd = 10,428 sy
City = 2,331 sy (22.4 %)
County = 8,097 sy (77.6%)



2013 Pavement Preservation Shared Cost Projects

Treatment: Preservation Chip Seal and Fog Seal

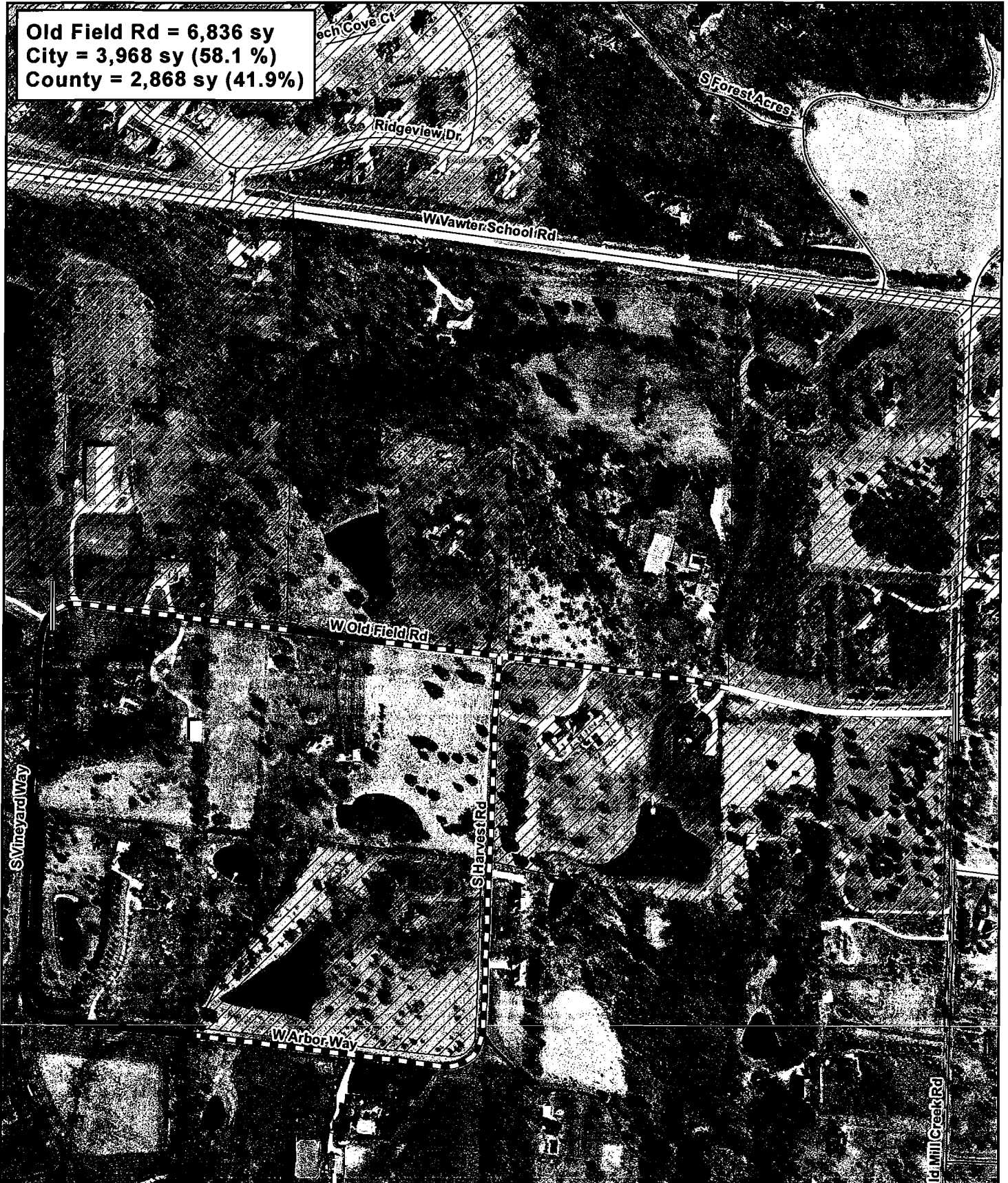
Project Portion Owned By:

-  City
-  County
-  City and County

-  City Limits
-  Project Extent






Old Field Rd = 6,836 sy
 City = 3,968 sy (58.1 %)
 County = 2,868 sy (41.9%)



**2013 Pavement Preservation
 Shared Cost Projects**

Treatment: Preservation Chip Seal and Fog Seal

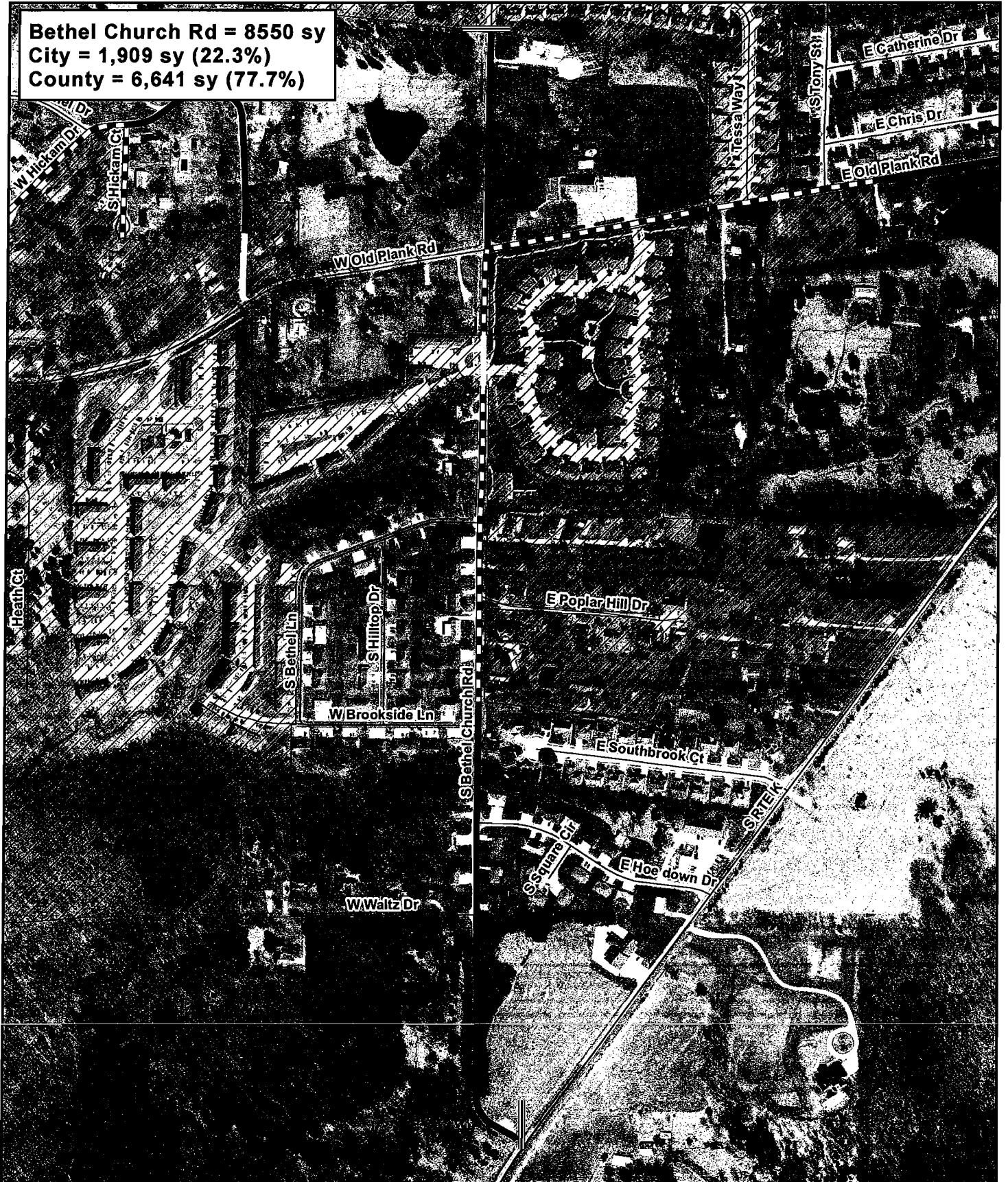
Project Portion Owned By:

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-  City and County

-  City Limits
-  Project Extent








Bethel Church Rd = 8550 sy
 City = 1,909 sy (22.3%)
 County = 6,641 sy (77.7%)



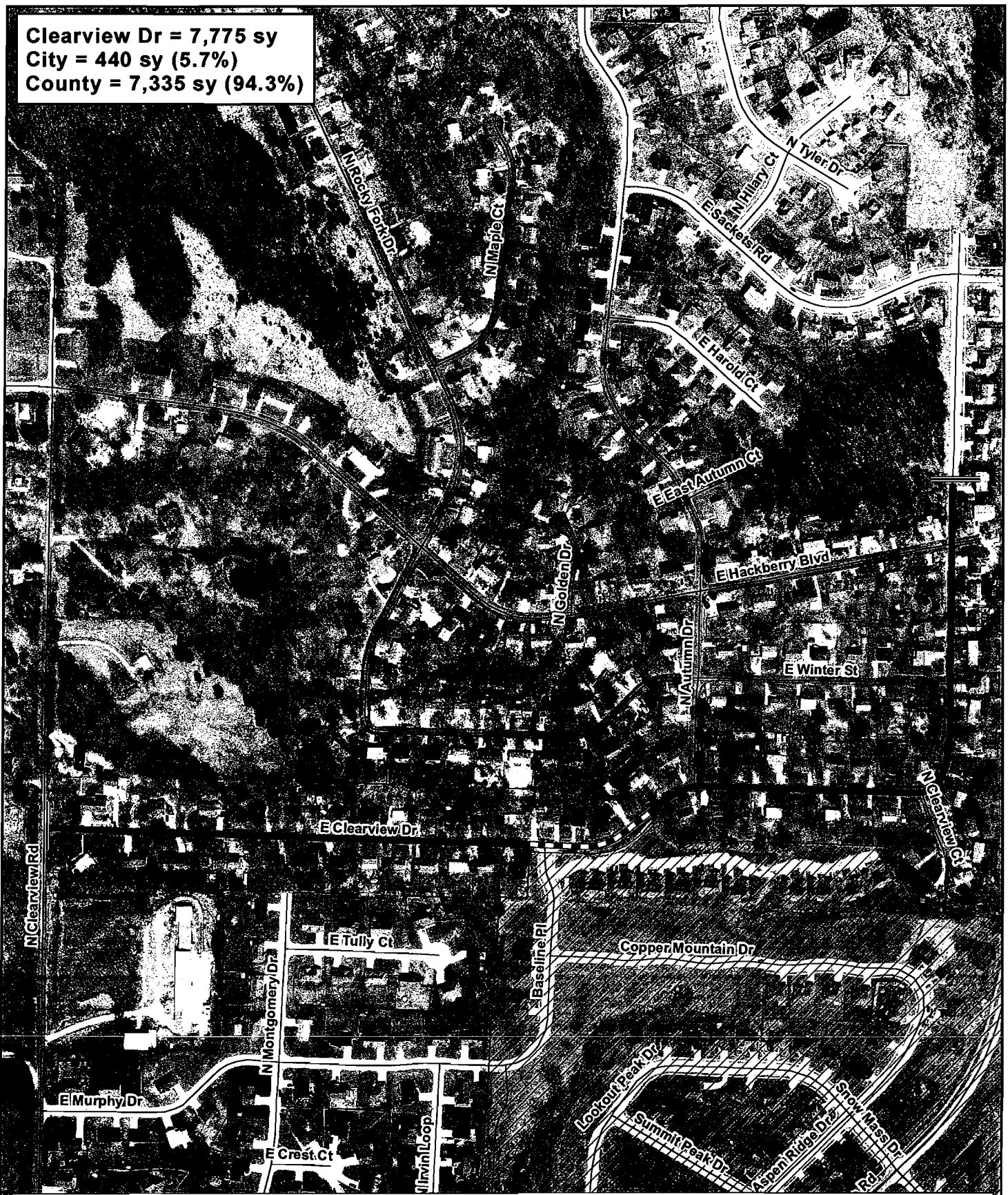
2013 Pavement Preservation
 Shared Cost Projects
 Treatment: Fog Seal

Project Portion Owned By:

-  City
-  County
-  City and County
-  City Limits
-  Project Extent






Clearview Dr = 7,775 sy
 City = 440 sy (5.7%)
 County = 7,335 sy (94.3%)



**2013 Pavement Preservation
 Shared Cost Projects**

Treatment: Fog Seal

Project Portion Owned By:

-  City
-  County
-  City and County

-  City Limits
-  Project Extent



Gans Rd = 6,452 sy
 City = 3,226 sy (50%)
 County = 3,226 sy (50%)





**2013 Pavement Preservation
 Shared Cost Projects**

Treatment: Fog Seal

Project Portion Owned By:

- City
- County
- City and County

-  City Limits
-  Project Extent



Hickam Ct = 1,050 sy
City = 525 sy (50%)
County = 525 sy (50%)

W Hickam Dr

S Hickam Ct

2013 Pavement Preservation Shared Cost Projects

Treatment: Fog Seal

Project Portion Owned By:

City

County

City and County

 City Limits

 Project Extent



Hickam Dr = 4,153 sy
 City = 1,301 sy (31.3%)
 County = 2,852 sy (68.7%)



2013 Pavement Preservation
 Shared Cost Projects

Treatment: Fog Seal

Project Portion Owned By:

- City
- County
- City and County

- City Limits
- Project Extent






Oakland Gravel Rd = 16,180 sy
 City = 1,624 sy (10.0%)
 County = 14,556 sy (90.0%)





2013 Pavement Preservation
 Shared Cost Projects

Treatment: Fog Seal

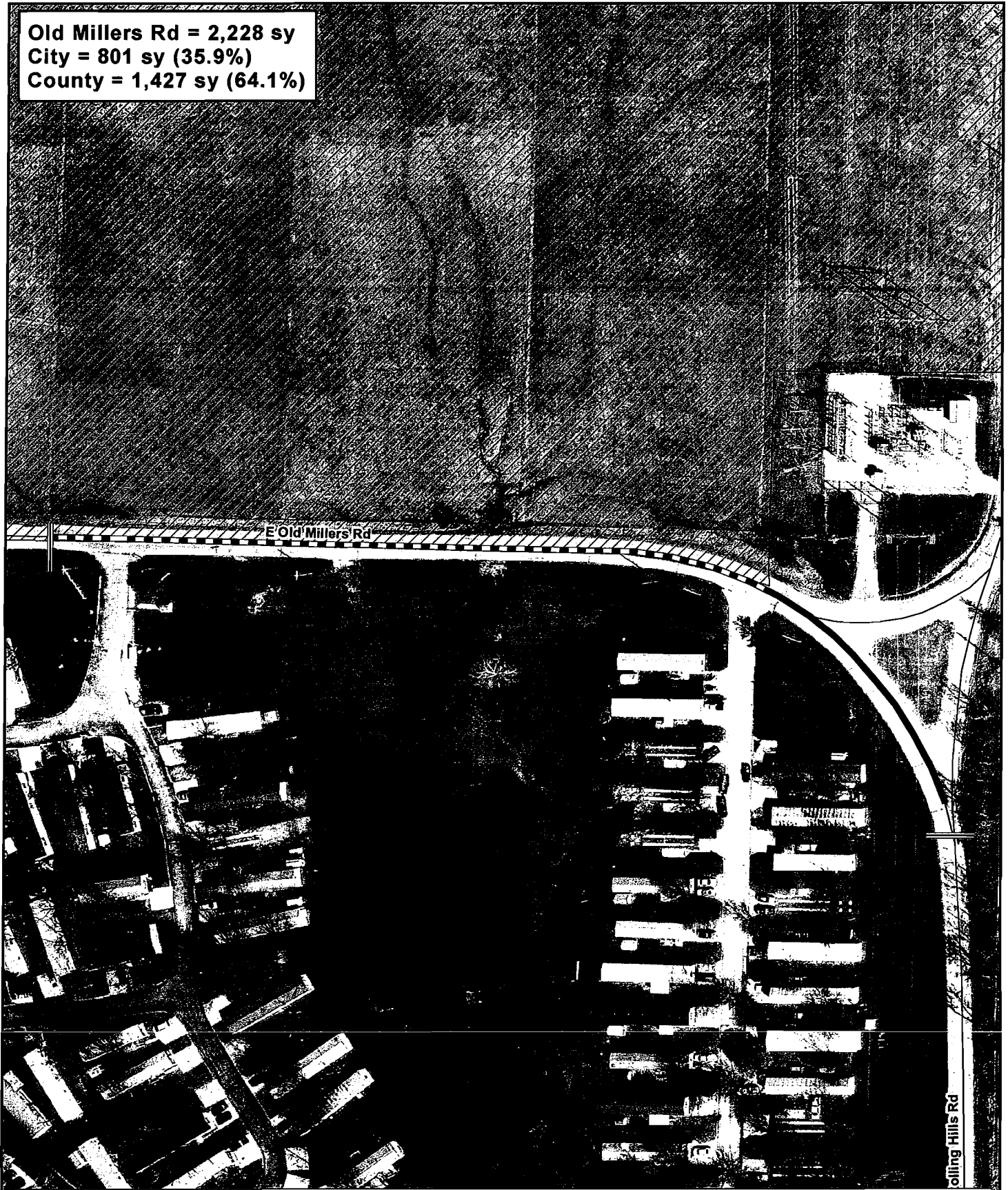
Project Portion Owned By:

-  City
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-  City and County

-  City Limits
-  Project Extent



Old Millers Rd = 2,228 sy
City = 801 sy (35.9%)
County = 1,427 sy (64.1%)



2013 Pavement Preservation Shared Cost Projects

Treatment: Fog Seal

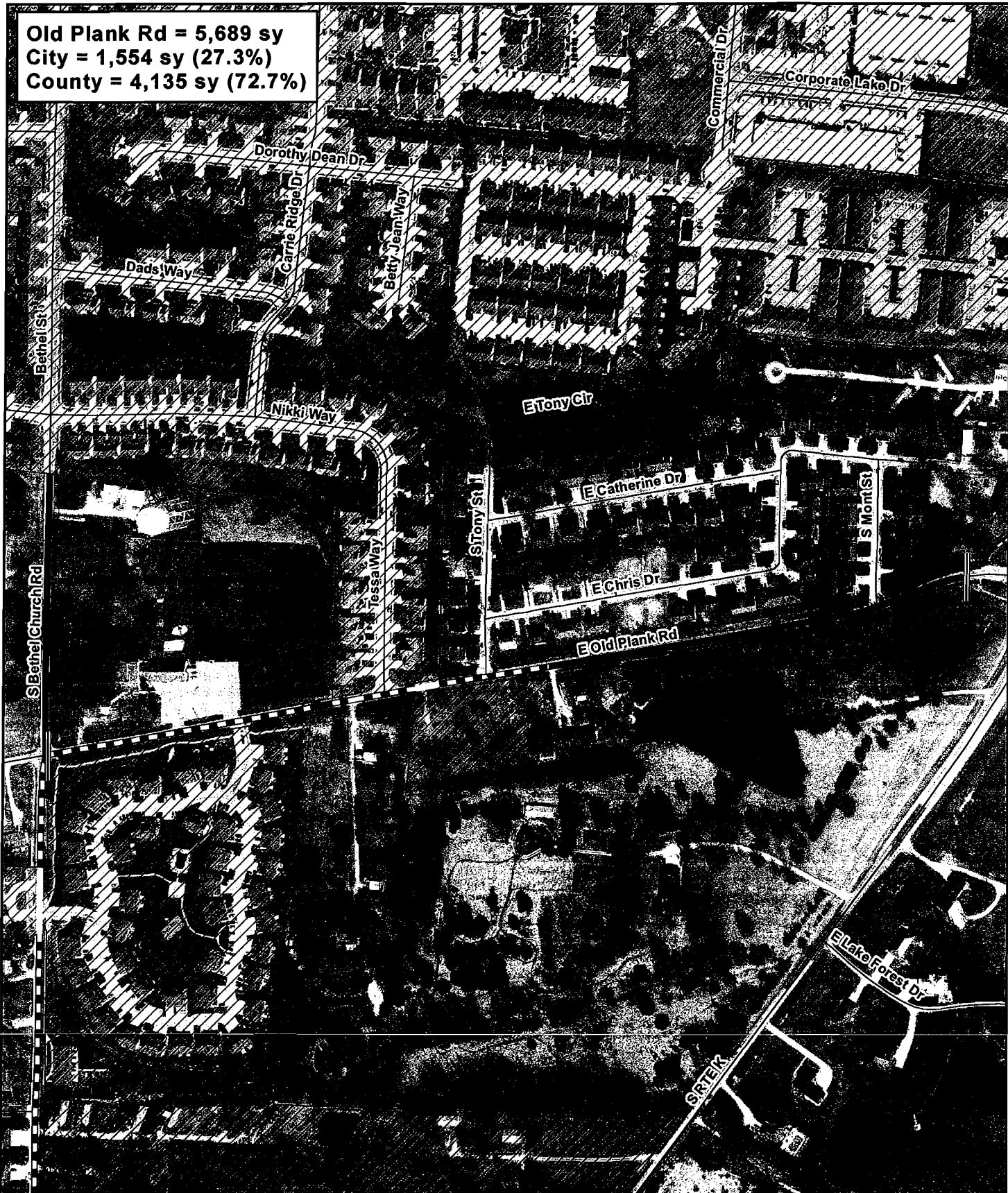
Project Portion Owned By:

- City
- County
- City and County

-  City Limits
-  Project Extent






Old Plank Rd = 5,689 sy
 City = 1,554 sy (27.3%)
 County = 4,135 sy (72.7%)



2013 Pavement Preservation Shared Cost Projects

Treatment: Fog Seal

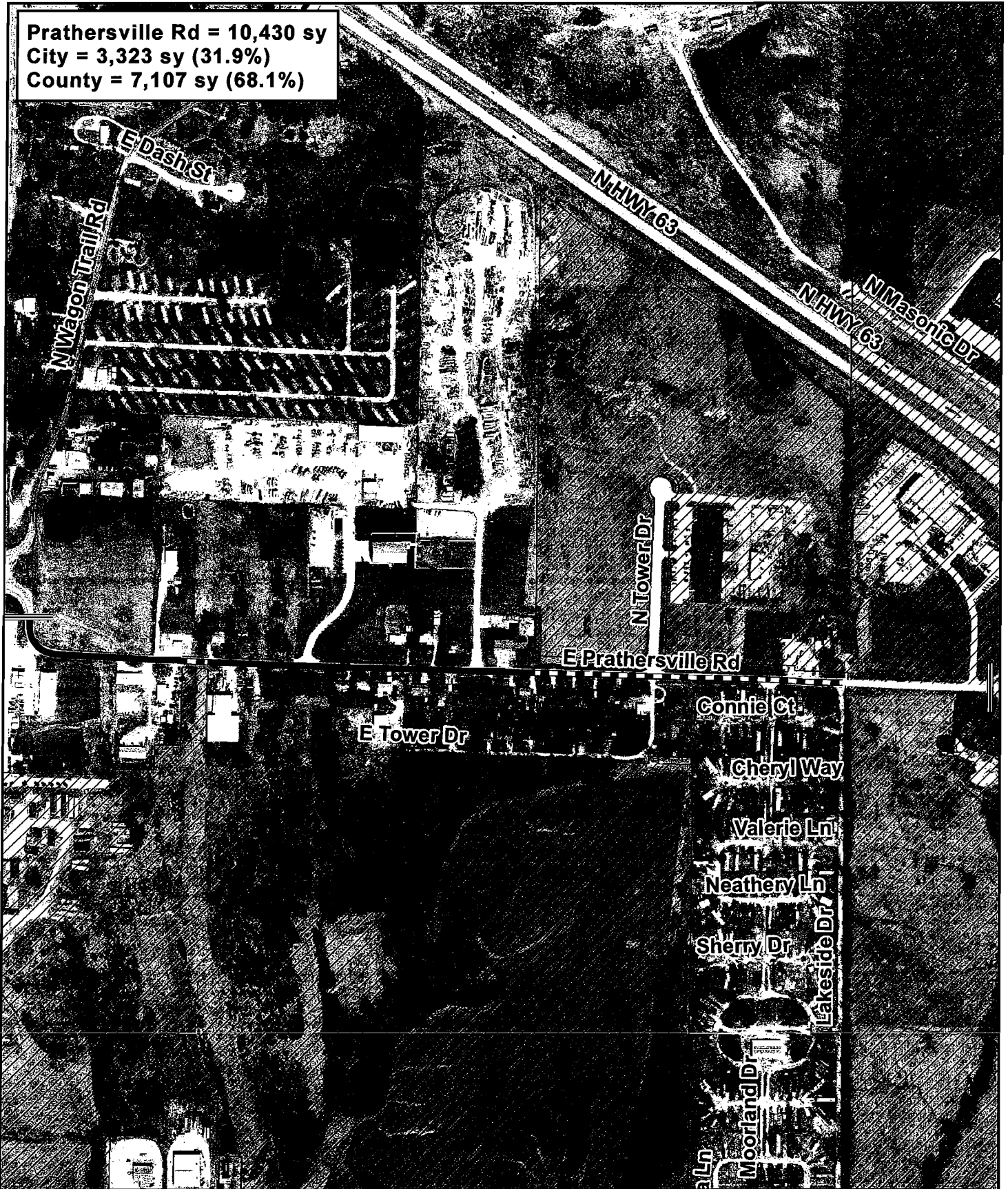
Project Portion Owned By:

-  City
-  County
-  City and County

-  City Limits
-  Project Extent






Prathersville Rd = 10,430 sy
 City = 3,323 sy (31.9%)
 County = 7,107 sy (68.1%)





**2013 Pavement Preservation
 Shared Cost Projects**

Treatment: Fog Seal

Project Portion Owned By:

-  City
-  County
-  City and County

-  City Limits
-  Project Extent



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and the Department of Natural Resources for remonumentation of survey corners. The terms of the agreement are stipulated in the attached Private Surveyor Cooperative Remonumentation Program Contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract.

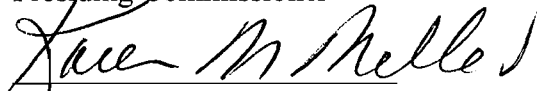
Done this 28th day of May, 2013.

ATTEST:

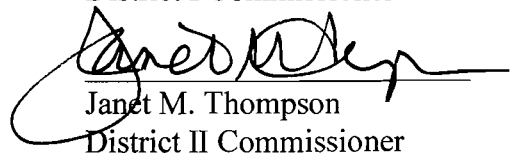
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission *my*



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

248-2013

PRIVATE SURVEYOR COOPERATIVE REMONUMENTATION
PROGRAM CONTRACT

CONTRACT #13-33

Boone County Resource Management
Matthew P. Thomas, PLS
801 E. Walnut St.
Columbia, MO 65201

RE: Private Surveyor Cooperative
Remonumentation

On this 28th day of May, 2013, the Department of Natural Resources hereinafter called the "Department" (Director of the Department of Natural Resources, Division of Geology and Land Survey in cooperation with the State Land Surveyor) and Boone County Resource Management, hereinafter called the "Surveyor," mutually agree as follows:

1. **STATEMENT OF WORK.** The installation of Department of Natural Resources (DNR) Type A monuments according to DNR SPECIFICATIONS FOR PERPETUATION OF THE ORIGINAL U.S. PUBLIC LAND SURVEY CORNERS, Revised 10/95, which is a part of this contract. These monuments shall be placed at corner locations listed in Enclosure No. 1, which is a part of this contract.
2. **SCOPE OF SERVICES.** The Surveyor will remonument corners of the United States Public Land Survey, satisfying one of the following descriptions:
 - A. An original corner established by the original government surveyors under contract from the General Land Office or its successors in title, for which sufficient original evidence exists to definitely locate the position of said corner.
 - B. A perpetuated corner for which the records by county or other surveyors positively show that subsequent witness marks were placed and/or perpetuated when there was still positive evidence of the original witness marks identifying the corner placed by the original government surveyors, and provided the chain of perpetuation is not broken and evidence of the perpetuation exists.
 - C. A poorly monumented and/or documented corner whose basis for remonumentation is its long use and acceptance by local residents, and land surveyors, as the government corner, and/or its general agreement with the GLO survey in the area. Long usage is at least fifty (50) years of undisputed use.
 - D. A land surveyor may make application for remonumentation of a corner that has been reestablished if there is record documentation verifying the fifty (50) year period, the corner is not in conflict with another marker, and the corner was reestablished by a land surveyor in accordance with the procedures outlined in the Missouri statutes for the reestablishment of a lost corner.

- E. A land surveyor may make application for remonumentation of a PLSS corner that was not monumented during the original government survey, but the position of such corner is shown on the government township plat, and was properly established by a land surveyor in accordance with the procedures outlined in the Missouri statutes for the establishment of such PLSS corners. Record documentation must exist verifying the corner was properly established at least twenty-five (25) years ago, and the corner is not in conflict with another marker. If the documentation that shows the corner was properly established does not exist, then enough measurements must be shown on the corner document to indicate the corner was properly established according to the procedures outlined in the Missouri statutes for the establishment of such corner.

3. **PROCEDURE.**

The surveyor must meet the following deadlines in performing the work under this contract:

- A. Submit to the Department of Natural Resources a partially completed application for remonumentation (Certified Land Corner Document) on each corner on or before May 20, 2013. The Department of Natural Resources will approve or disapprove the preliminary documents within 14 days (by June 3, 2013).

The partially completed Certified Land Corner Document must contain the following information:

- 1) Description of original and subsequent surveys referencing this corner. References shall include date of survey, the surveyor of record, the location of survey record (book and page), the monument(s) that have marked the corner, accessories and other information relevant to the location of the corner).
- 2) Description of corner evidence found:
 - a) Sufficient description of original survey evidence recovered;
 - b) Sufficient information to show justification of longstanding use by subsequent surveys (including book and page reference);
 - c) Sufficient information to show justification of longstanding use by local residents and land surveyors. Measurements to show agreement with the GLO and subsequent surveys of the area;
 - d) Sufficient information to show that the corner was properly (in accordance with Missouri's Statutes) reestablished by the previous surveyor and measurements to show the corner's agreement with the GLO survey of the area.
- 3) Sketch of corner, showing sufficient information to locate the corner position in the field, and a recommendation of the type and placement of monument and reference marks to be set.

- 4) A DNR CERTIFIED LAND CORNER DOCUMENT shall be completed and returned to the State Land Surveyor, Division of Geology and Land Survey, for each corner monumented.
- B. The remonumentation can begin when the partially completed Certified Land Corner Document has been submitted and approved and monuments have been delivered to the surveyor.
- C. Complete monumentation and submit completed Certified Land Corner Document along with an invoice on or before June 17, 2013.
- D. Failure to meet the above deadlines shall, at the option of the Department, be cause for termination of this contract.
4. ENTRY ON PRIVATE LAND. The Surveyor will be guided by the provisions of Section 327.371 RSMo 1994, regarding entry on private lands. The Surveyor will pay for any damage done, and the Department shall have no liability therefore. The Surveyor shall indemnify and hold harmless the Department for any damages related to the execution of work under this contract for which the Department is held liable. The Surveyor will conduct his work in a professional manner, and he will take special care not to antagonize landowners or others.
5. SUPPLIES. The Department of Natural Resources (DNR) will furnish the DNR Type A monuments and necessary witness posts with signs. The Surveyor shall furnish any additional materials and labor necessary to install the aforementioned described markers and accessories.
6. ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT. The Surveyor understands and agrees that by signing the (IFB/RFP/RFQ or contract), they certify the following:
- A. The Surveyor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Responsibility Act (IIRIRA) and INA Section 274A.
- B. If the Surveyor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Surveyor has knowingly employed individuals who are not eligible to work in the United States, the State shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Surveyor from doing business with the State.
- C. The Surveyor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.”
-

- 7. **TERMINATION OF CONTRACT CLAUSE.** If through any reasonable cause, the Department cannot fulfill its obligation under this contract, or if the County cannot for any reasonable cause fulfill its obligation, this contract can be terminated. In the event either party finds it necessary to request a cancellation such fact will be revealed without delay so that as much time as possible can be devoted to a settlement. Every effort will be made to prevent loss to the County or the Department.
- 8. **GOVERNING LAW.** This contract shall be interpreted under and governed by the laws of the State of Missouri.
- 9. **PAYMENT.** After review and approval of the monumentation and certification by the State Land Surveyor, the Surveyor shall be paid \$1,000.00 for the installation of the markers and accessories shown on Enclosure No. 1.
- 10. **CONTRACT PERIOD.** This Contract Shall Expire on: June 26, 2013.

ACCEPTED:

[Handwritten Signature]
 Surveyor Presiding Commissioner,
 Boone County

5-28-13
 DATE

APPROVED FOR REMONUMENTATION PROGRAM:

 Darrell D. Pratte, PLS
 State Land Surveyor

 DATE

APPROVED:

 Joseph A. Gillman, Director
 Division of Geology and Land Survey

 DATE

CERTIFICATION:

I certify 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.

[Handwritten Signature] 5/24/13
 Auditor by Revenue 2045-3451
 Date

APPROVED AS
 TO LEGAL FORM
[Handwritten Signature]
 DATE: 5/24/13

248-2013

5

**PRIVATE SURVEYOR COOPERATIVE REMONUMENTATION
PROGRAM CONTRACT**

**CONTRACTOR: Matthew P. Thomas, PLS
Boone County Resources Management**

CONTRACT #13-33

ENCLOSURE NO. 1

List of Corners to be monumented and price for each followed by the total amount of the contract:

BOONE COUNTY

(R-15) Quarter Corner to Sections 22 & 27	T50N, R12W	\$500.00
(R-13) Common Corner to Sections 21, 22, 27 & 28	T50N, R12W	\$500.00
	TOTAL	\$1,000.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 28th day of May 20 13

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 for the Circuit Clerk's Office to increase interest revenue for one time interest payment accumulated from November 1998 to December 2003 to purchase 10 scanners needed for e-filing.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1221	3710	Interest	Boone County Circuit Clerk's Office		8,500
1221	91000	Office Equipment	Boone County Circuit Clerk's Office		8,500
			Total		17,000

Done this 28th of May, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMEND**

To: County Clerk's Office
Comm Order # 249-2013
Return to Auditor's Office
Please do not remove staple.

05/01/13
EFFECTIVE DATE

**RECEIVED
MAY 01 2013**

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1221	3710	Interest	Boone County Circuit Clerk's Office		8,500
1221	91000	Office Equipment	Boone County Circuit Clerk's Office		8,500

17,000

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

To roll additional budget to cover invoice. Please see attachment attached e-mails.
To increase interest revenue for one time interest payment accumulated from Nov 1998 to Dec 2003. To increase class 9 to purchase additional scanners using interest revenue.

Christy Blakeman
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: Budget Neutral

Agenda

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- 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 Amendment.
- 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

STATE OF MISSOURI
PURCHASE ORDER/CONTRACT RELEASE ORDER

JEFFERSON CITY, MISSOURI 65109

ORDER DATE 04/29/13	CONTACT PERSON'S NAME AND PHONE NUMBER Steve Smith (573) 886-4086	ORDER NUMBER BNECC042913FZS
VENDOR NUMBER	TERMS Net 20 Days	

TO: The Priton Group 700 Rayovac Drive, Suite 2 Madison, WI 53711 515-571-0015 ATTN: Leticia Reynoso lreynoso@pritongroup.com	DELIVER TO: (F.O.B. DESTINATION) Steve Smith, IT Manager Boone County Courthouse 705 E. Walnut Columbia, MO 65201
	INVOICE TO: (SEND ORIGINAL AND THREE COPIES) ORDER NUMBER MUST APPEAR ON ALL COPIES Steve Smith, IT Manager Boone County Courthouse 705 E. Walnut Columbia, MO 65201

BID NUMBER MO WSCA Contract - B27162	THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE REFERENCED INVITATION FOR BID AS WELL AS THOSE ATTACHED TO THIS ORDER.
------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------

COMMODITY/SERVICE CODE AND DESCRIPTION	ITEM NO.	QUANTITY ORDERED	UNIT PRICE	AMOUNT
Fujitsu - FI-6130Z FB CLR DUPL 40PPM/ 80IPM USB 2.0 A4 LGL A8 600DPI - ADF (50 sheets) - Hi-Speed USB	PA03630-B055	10	\$ 845.00	\$8,450.00

SPECIAL INSTRUCTIONS:	Total	\$8,450.00
BY: Teri Burnham (OSCA) 573-526-8861 Fax 573-522-5449		

PERSON PLACING ORDER: teri.burnham@courts.mo.gov	AUTHORIZATION
DATE ORDERED:	AGENCY APPROVAL
DATE ORDERED:	DATE



Re: interest money

June Pitchford to: Christy Blakemore
Cc: "Jason Gibson", "Deborah Lee"

04/25/2013 01:47 PM

Christy,

Per our discussion, this makes perfect sense to me. To move this forward, please prepare a budget amendment to increase the interest revenue account and to increase the appropriate expenditure accounts and forward to Jason. I'll follow-up with the Commission and cc you on my correspondence.

For the Budget Amendment, use whole dollars and be sure that the revenue and expenditure amounts are equal, which will result in a net budgetary impact of \$0 to fund balance. For example, assume that the estimated cost for the scanners and monitors totals \$8,000. You would use \$8,000 for both the revenue and expenditure. It's OK for the budget amendment to be for an amount that is **less than** the additional interest revenue, but if it is going to exceed the amount of additional revenue, we'll need to transfer \$\$ from another budgetary account for the difference. If this is the case and you need assistance, please contact Jason.

For documentation for the Budget Amendment: please attach (1) this e-mail correspondence, (2) something substantiating the additional interest (Nicole's e-mail; a copy of the receipt if you've already received the interest, etc..) and, (3) a listing of equipment to be purchased along with the estimated costs.

In terms of scheduling it on the Commission Agenda: we'll route the Budget Amendment to the Clerk's office after we've approved it and Mike will schedule it on the agenda. To assist him in coordinating with you, please put a note with your contact information on the front of the Budget Amendment asking Mike to contact you directly.

Let me (or Jason) know if you have any questions. Thanks,

June

>>> <Christy.Blakemore@courts.mo.gov> 4/25/2013 12:38 PM >>>

Nicole contacted me a few weeks back regarding some interest money that had not been paid over to the Circuit Clerk from November 1998 to December 2003, \$8,526.13. This interest is from the money market account, that is

held by the Treasurer, that contains a portion of the Circuit Clerk's open items.

Boone County is scheduled to go on E-filing in February of 2014. E filing is going to be very beneficial to the courts and its users. The County is also going to see benefits due to the different processes and less paper, however, it is going to cost us a bit on the front end.

To get us prepared for E filing we need to have scanners and dual monitors. I have been able to purchase several scanners and a handful of my staff have dual monitors. Due to our now fast approaching live date, I really feel the need to get more scanners/monitors cannot wait, we need to start scanning our pending files. Our plan with this would be come February, we would be in a position to go full blown electronic filing and not have to run paper files along side E filing.

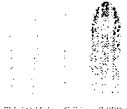
I was planning on having to go to the commission to request additional funds for the equipment to get us prepared for E filing, but that was before I knew about the interest money. My request would be that we would be allowed to use this interest money to purchase the equipment.

Do you think this would be possible? If so, how is the best way to go about this? I'm thinking that we would need to do a budget amendment, on both sides, revenues and expenditures.

Please let me know your thoughts June and what steps I need to take from here to get this done. If you have any questions at all please let me know. Thanks.

Christy Blakemore
Boone County Circuit Clerk
Columbia, MO 65201
573.886.4041
573.886.4095 fax

You miss 100% of the shots you don't take.
Wayne Gretzky



Fw: Interest money you told me about
Christy Blakemore to: Deborah Lee

04/29/2013 11:28 AM

Christy Blakemore
Boone County Circuit Clerk
Columbia, MO 65201
573.886.4041
573.886.4095 fax

You miss 100% of the shots you don't take.

Wayne Gretzky

----- Forwarded by Christy Blakemore/13/Courts/Judicial on 04/29/2013 11:28 AM -----

From: "Nicole Galloway" <ngalloway@boonecountymo.org>
To: "Christy Blakemore" <christy.blakemore@courts.mo.gov>
Date: 04/24/2013 10:38 AM
Subject: Re: Interest money you told me about

Christy,

The time the interest accumulated was Nov 1998 through December 2003.
The amount is \$8,526.13.

Let me know if there is any other information you need.

Thanks!

Nicole Galloway, CPA
Boone County Treasurer

801 E. Walnut, Rm. 205
Columbia, Missouri 65201
(573) 886-4367

>>> <Christy.Blakemore@courts.mo.gov> 4/23/2013 4:30 PM >>>

I have discussed this with June and she has advised me as to what I need to do.

Could you please send me the info as to the time frame, the amount, etc.?

Christy Blakemore
Boone County Circuit Clerk



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
801 E. WALNUT, SUITE 211
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

CONTRACT ROUTING REQUEST

PLEASE ROUTE IN THE ORDER LISTED BELOW:

(KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED.)

CONTRACT(S)

RECEIVED

COMMENTS

1. Legal to June Pitchford, County Auditor
2. County Auditor to Mike Yaquinto,
Deputy County Clerk for placement
on Commission Agenda
3. After Commission approval, Deputy County
Clerk requested to coordinate with Shannon
Leigers regarding execution of original
and transmittal of copy to vendor.

MAY 22 2013
BOONE COUNTY
AUDITOR

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the 28th day of May 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve a separate Third Party Administrator Agreement between Boone County and Gallagher Bassett Services, Inc. to handle any workers' compensation "run-off" claims. The terms of the agreement are stipulated in the attached Third Party Administrator Agreement. It is furthered ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 28th day of May, 2013

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner

[Signature]
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner

**BOONE COUNTY HUMAN RESOURCES
613 E. ASH ST., ROOM 114
COLUMBIA, MISSOURI 65201**

Shannon Leigers
Benefits/Risk Mgmt. Manager
Boone County Human Resources

Direct: (573) 886-4405
FAX: (573) 886-4444
sleigers@boonecountymo.org

Date: May 23, 2013

To: Boone County Commission

Re: Boone County's Workers' Compensation Coverage

Currently, Boone County is self-insured for Workers' Compensation purposes. Due to the termination notice received from the County's current Third-Party Administrator (TPA), a committee was formed to consider options for the County, including continuing as self-insured or joining one of the available public pools for Workers' Compensation coverage. The committee consisted of the following members:

- Dan Atwill
- June Pitchford
- Wendy Noren
- Nicole Galloway
- Shannon Leigers
- Angela Ayers
- Greg Edington
- CJ Dykhouse

Commissioner Atwill chose to abstain from the committee's final recommendation and abstained from the Commission's vote on the matter. The remaining members of the committee unanimously recommended the Commission approve Boone County to join the MAC Trust for the County's Workers' Compensation coverage beginning June 1, 2013, and the commission approved the contract and signed the order on May 9, 2013.

Gallagher Bassett Services, Inc. is the Third Party Administrator currently used by the MAC Trust. At this time, a separate Third Party Administrator Agreement between Boone County and Gallagher Bassett Services, Inc. is being brought to the Commission for approval. A TPA's services are needed to handle any workers' compensation "run-off" claims: those remaining open or reopened from our current TPA after June 1, 2013 and also any claims involving injuries occurring before June 1, 2013 but filed after June 1.

The Commission is respectfully asked to approve the submitted TPA agreement with Gallagher Bassett and give authorization for the Presiding Commissioner to do the same.



THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement (“Agreement”) is made and entered into as of June 1, 2013 (“Effective Date”) by and between **Gallagher Bassett Services, Inc.**, a Delaware corporation together with its subsidiaries and affiliates (“GB”) with its principal place of business at Two Pierce Place, Itasca, Illinois 60143 and **Boone County, Missouri**, with its principal place of business at 613 E. Ash St., Room 114, Columbia, MO 65201 (“CLIENT”).

WHEREAS, GB provides certain third party administration services; and

WHEREAS, CLIENT desires to retain GB to provide certain third party administration services and GB desires to provide such services to CLIENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

Allocated Expenses. Any cost or expense incurred by CLIENT or by GB in connection with any services of any third party provided in connection with any investigation, adjustment, settlement or defense of a Claim. Allocated Expenses shall include, but not be limited to, the following costs and expenses whether directly incurred by GB for CLIENT or charged to GB by third parties: all costs and fees for any and all legal services, court costs and costs of suit, professional photographs, medical records, experts’ rehabilitation costs, accident reconstruction, architects, contractors, engineers, police, fire, coroner, weather or other such reports, property damage appraisals, costs for witness statements, outside resources or adjusters, official documents and transcripts, sub rosa investigations, medical examinations, subrogation, second injury fund recovery, travel made at CLIENT’s request, court reporters, fees for service of process, pre- and post-judgment interest paid, chemists, Data Intelligence Self-Service Reports, collection costs or any other similar costs, any fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss, managed care, outside investigation, index bureau reporting, file management and retrieval, services provided by GB and outside vendors to assist the CLIENT in compliance MMSEA, and legal bill auditing.

Bare Claims. Those Claims for which CLIENT is bare of primary and excess insurance coverage.

Claim. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

Claimant. Any person or entity, who directly or indirectly submits a Claim to GB.

CMS. The Centers for Medicare and Medicaid Services under MMSEA.

Confidential Information. Information furnished by either party hereto or its representatives (“Disclosing Party”) to the other party (“Receiving Party”) whether furnished before, on or after the Effective Date, regardless of the manner furnished relating to the business, Claimant, customers, products and affairs of the Disclosing Party (including without limitation, marketing, information) deemed or treated confidential by the Disclosing Party, or which the Receiving Party knows or reasonably should have known to be confidential, and trade secrets, including without limitation designs, processes, pricing policies, methods, inventions, technology, technical data, and financial information. Confidential Information shall not include information concerning Disclosing Party which (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement by the Receiving Party, or (b) at the time of disclosure to Receiving Party by Disclosing Party was already known by Receiving Party as evidenced by its written records, or (c) becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (d) was or is independently developed by or for the Receiving Party without reference to the Confidential Information.

Data Intelligence Self Service Reports. Ad hoc reports that are uniquely developed by GB for CLIENT. These reports will require sophisticated or additional resources, or a substantial amount of time to compile.

Discretionary Settlement Authority. The amount up to which GB is authorized to make payment, for loss or expense, as GB deems necessary. This amount is set forth on Exhibit A attached hereto.

Incident (electronic and manual). An Incident is a loss reported electronically through ClaimLine and/or the web, or set up manually at the branch. GB will review the Incident and make a courtesy call (if necessary) to determine if it is a claim or Incident. GB will have full discretion in the determination and handling of these Incidents and/or their conversion into claim status.

Liability Claims. Third party Claims for which CLIENT may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Managed Care. Any services provided to, or related to, a Claimant pertaining to medical care and any information related thereto, including, but not limited to, preferred provider organization networks, state fee scheduling, usual, customary and reasonable bill review, medical case management and vocational rehabilitation network, utilization review services, light-duty and return-to-work programs, prospective injury management services, hospital bill audit services, wholesale pharmaceutical network, and retail pharmaceutical network.

MIR. Mandatory Insurer Reporting under MMSEA.

MMSEA. Medicare, Medicaid, and SCHIP (State Children’s Health Insurance Program) Extension Act of 2007 (P.L. 110-173).

Program. Qualified Claims handled by GB on behalf of CLIENT pursuant to this Agreement.

Property Claims. Third party Claims involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Qualified Claim. A Claim GB is authorized and required to handle pursuant to this Agreement.

RISX-FACS®. GB's proprietary risk management information system.

RRE. Responsible Reporting Entity under MMSEA.

Run In Claims. Those Qualified Claims that arose prior to the Effective Date and will be managed by GB under the Program, as set forth on a claims run provided by CLIENT and agreed to by GB. Any closed run-in claims will be accounted for by an inventory provided by CLIENT and the cost of storage of such claims shall be paid by CLIENT as billed by GB.

Service Fees. Fees billed by GB to CLIENT for or related to the services provided for in this Agreement. Such Service Fees shall include, but not be limited to, those fees provided for on Exhibit A incorporated herein and attached hereto.

Service Instructions. Instructions on file with GB, as drafted by GB and CLIENT covering the process for handling Qualified Claims for CLIENT.

Term. The Term of this Agreement as set forth in Section 12.1.

Workers' Compensation - Medical Only Claim. A medical only claim is a work-related Claim that meets the following criteria: (i) payments for either indemnity or vocational rehabilitation were not required, (ii) the Claim has not become contested or in suit, (iii) investigation to determine compensability or subrogation requirements was not required, (iv) no loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement authority approvals were required, and (v) payments on the Claim have not exceeded \$2,500.

Workers' Compensation - Indemnity Claim. An indemnity claim is a Workers' Compensation claim that is not a Medical Only Claim.

Section 2. Obligations of GB.

2.1 With regard to Claims administration, GB shall provide the following services:

- a. Review each Claim and loss report submitted by the CLIENT.
- b. Investigate each Qualified Claim to the extent deemed necessary by GB.
- c. Maintain a record for each Qualified Claim that shall be available for review by the CLIENT.
- d. Adjust, settle or resist all Qualified Claims within the Discretionary Settlement Authority limit or, with specific approval (or, as appropriate, acknowledgement) of the CLIENT, if outside the Discretionary Settlement Authority limit.

- e. Perform necessary and customary administrative and clerical work in connection with each Qualified Claim, including to the extent applicable the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a Qualified Claim.
- f. Establish and update Claim reserves as needed.
- g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Section 4 of this Agreement.
- h. Notify only CLIENT's agent or carriers which are specifically listed with detailed contact and timing information in the Service Instructions, as set forth in the Service Instructions, of all Qualified Claims which may exceed the CLIENT's retention or deductible and, if set forth in the Service Instructions, provide information on the status of such Qualified Claims as set forth in the Service Instructions.
- i. Coordinate investigations on litigated Claims with attorneys representing CLIENT and with representatives of the carrier, as required.
- j. Investigate and pursue subrogation possibilities on behalf of CLIENT in all states permitting subrogation. Funds received from all subrogation collections, less Allocated Expenses, shall be considered revenue of CLIENT or its carrier as appropriate.
- k. Maintain an automated loss and information system, and provide CLIENT with reports from RISX-FACS® as set forth in the Service Instructions.
- l. Provide forms, as determined by GB, needed to administer CLIENT's Program.
- m. Provide ad hoc information, analysis, reports and services on a time and expense basis as requested by CLIENT and quoted by GB.
- n. Assist CLIENT, as necessary, in selecting appropriate experts or specialists as each Claim may require.
- o. Provide personnel needed to perform the services agreed to herein.
- p. To the extent applicable, GB shall secure the services of a third party provider to assist CLIENT with its MIR obligations. GB shall have no obligation under this Agreement to perform any MIR on behalf of CLIENT.
- q. With respect to self-insured qualification, as requested by CLIENT in writing, assist CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies.
- r. Report fraudulent or suspected fraudulent claims to state authorities as required by law.

- 2.2 **Risk Control Consulting.** GB shall provide those risk control consulting and appraisals or other services, set forth in Exhibit A or otherwise provided herein.
- 2.3 **Discretionary Settlement Authority.** The limit on any settlement payment by GB shall be the Discretionary Settlement Authority. It is agreed that GB shall have full authority in all matters pertaining to the payment, processing, investigation and administration of Qualified Claims or losses within this limit.
- 2.4 **Reporting.** GB shall be responsible for reporting to carriers Qualified Claims only as specifically set forth in the Service Instructions. GB has no responsibility to report Claims other than as specifically agreed to in this Agreement.
- 2.5 GB also agrees to perform GB's obligations according to the Service Instructions approved by GB and on file with GB, as may be amended from time to time.
- 2.6 Except as provided in Section 2 and 4, herein, GB shall have no obligation to provide any other services to CLIENT.
- 2.7 *To the extent GB takes on uninsured Run In claims, the following terms shall apply to such claims:* **Third party administration of Run In Claims.** It is understood that CLIENT is a qualified self insured in those states under which the Run In Claims were originally made, and is completely bare of any insurance coverage for these Run In Claims. CLIENT agrees to take full responsibility for the funding of all losses and Allocated Expenses relative to the Run In Claims.

It is also understood that CLIENT will be responsible for all carrier reporting and required State reporting relative to the Run In Claims.

Section 3. Obligations of CLIENT.

- 3.1 CLIENT shall pay GB for services the sums set forth in Exhibit A. At the end of each Agreement period, the annual compensation shall be subject to adjustment.

Where applicable, GB shall reconcile the Claim counts at the 18th and 24th month from the inception date of the Agreement and annually thereafter. CLIENT shall pay GB any additional fees due or be entitled to a refund as a result of these reconciliations.

- 3.2 CLIENT shall report all Qualified Claims to GB. CLIENT shall report each Qualified Claim to GB in a timely manner to allow GB to submit the first reports of injury for each Qualified Claim to the applicable state and to comply with all applicable laws, rules and regulations.
- 3.3 CLIENT or its carrier shall provide funds for the payment of Qualified Claims, Allocated Expenses, bank charges and any fees related to Managed Care services, if applicable. GB shall not be required to advance funds to pay losses, Allocated Expenses, bank charges, or Managed Care services fees. In the event that GB, in its discretion, advances funds to pay amounts owed by CLIENT in any respect, CLIENT agrees to repay such funds to GB immediately on demand by GB. In the event CLIENT fails to repay such funds within 30 days of demand by GB, CLIENT agrees to also pay to GB interest on the outstanding

principal amount of such funds due to GB at the lesser of 1% per month or the maximum rate allowed by law.

- 3.4 CLIENT acknowledges and agrees that CLIENT or CLIENT's insurance carrier has an obligation to perform MIR as set forth in Section 111 of the MMSEA. MMSEA provided for mandatory reporting requirements for non-group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8)). CLIENT agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the CMS as the RRE provide to GB all relevant information including the RRE Identification Number(s) assigned, and properly designated a MIR reporting agent acceptable to GB. CLIENT agrees that for each and every claim reported to GB in which CLIENT possesses the information, CLIENT shall provide the following information as soon as required to comply with applicable law and avoid fines and penalties: claimant's first and last name, social security number, date of birth and gender. CLIENT consents to the disclosure of any required information to GB's designated third party for processing CLIENT's MIR. CLIENT further understands that there may be fees associated with the third party's services in order to facilitate proper claim handling under MMSEA, which fees will properly be Allocated Expenses. CLIENT acknowledges receipt of the third party's schedule of service fees associated with proper claim handling under MMSEA.
- 3.5 CLIENT shall pay all fees and assessments in connection with the reports and renewal applications filed in accordance with section 2.1q of this Agreement.

Section 4. Loss Fund Claim Reimbursement

- 4.1 CLIENT's method of loss fund claims reimbursement shall be SIMMS banking as set forth below:
- 4.2 **Banking-SIMMS.**
- a. GB shall provide an on-line check data and banking arrangement through Citibank. The account will be funded by CLIENT or CLIENT's carrier and maintained with a SIMMS cash management program. Such cash management program will deal directly with the funding program of CLIENT's banking facility. GB will assist CLIENT in establishing the initial imprest or opening balance (sometimes referred to as escrow) of the fund which should represent Two and One-Half (2.5) times CLIENT's current average paid loss history for the current loss fund claim payment volume. The details of CLIENT's program are set forth in a letter agreement signed by CLIENT and GB. In addition, the imprest balance will be reviewed on a periodic basis by GB. This review will be based on recent paid loss activity and the likely trend in future activity. When a change to the imprest is considered necessary, GB will send a written notice to fund accordingly. CLIENT is obligated to fund the requested amount as soon as the request is received. Changes to the frequency of funding and/or imprest will require the execution of a new letter agreement.

- b. In the event of cancellation or nonrenewal of this Agreement, CLIENT agrees to fund Citibank in an amount sufficient to fund all of CLIENT's outstanding obligations as they become due.
- c. If, at any time, CLIENT or CLIENT's carrier fails to provide adequate funding, GB may issue "stop payment" orders on outstanding payments. If CLIENT's funding balance approaches zero, GB may upon notice, shut down the bank account to prevent the balance from going below zero. GB will not be responsible for any fines or penalties incurred as a result of the bank account being shut down. As soon as CLIENT funds, GB will re-open the bank account. GB reserves the right at any time to request CLIENT pre-fund any large payments that may deplete the imprest. GB reserves the right at any time to request CLIENT pre-fund any large payments that may deplete the imprest. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of CLIENT and shall be paid by CLIENT upon demand by GB.
- d. If CLIENT or its carrier on more than one occasion fails to provide adequate funding, GB shall have the right to convert CLIENT's program to either daily clearance or voucher upon 48 hours notice to CLIENT. This right shall be without prejudice to other rights of GB under this Agreement.

Section 5. Payment and Collection Matters.

- 5.1 **Service Fees and Other Charges.** CLIENT shall pay the Service Fees and any and all other charges as provided herein and as billed by GB. Service Fees are payable by CLIENT immediately upon receipt of an invoice. GB reserves the right to charge and CLIENT agrees to pay the lesser of 1% per month, or the maximum legal rate, on balances unpaid by CLIENT after 30 days.
- 5.2 **Increased Fees.** GB reserves the right to modify fees if in the reasonable discretion of GB, GB determines either of the following:
 - a. That the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

By way of illustration only and not limitation, it shall be presumed that historical data was erroneous or obsolete or a material change has occurred in client's business if the ratio of medical only to indemnity files or the ratio of run-in to new files changes such that it results in at least a ten percent variance from the data upon which a quote was provided, or if requested settlements or reserve changes are repeatedly not approved within 30 days of request.

- b. Legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities.

- 5.3 **Taxes.** CLIENT shall be responsible for and pay GB any and all applicable taxes, duties, and assessments, including but not limited to sales, use, ad valorem and excise taxes, duties and assessments, which are assessed, levied or imposed by any governmental entity or tax authority in connection with any services rendered by GB hereunder. Furthermore, CLIENT shall be responsible for and pay any interest or penalties assessed on such tax for non-payment of such taxes by CLIENT.
- 5.4 **Claim Charges.** The Claim charge is applicable on a per occurrence, per Claimant, per line of coverage basis as defined in the RISX-FACS® system.
- 5.5 **Non-U.S. Dollar Transaction.** In the event that GB handles any non-U.S. Dollar Claims, CLIENT understands and recognizes that currency exchange rates are subject to change without notice and are not within the control of GB. CLIENT agrees that GB will be held harmless from any additional charges, fees or expenses incurred by CLIENT because of such currency rate fluctuations.
- 5.6 **Managed Care and Other fees.** At no additional cost to CLIENT, Managed Care or other vendors may pay GB an administrative fee in exchange for bona fide administrative services. Alternatively, GB may take certain fees in wholesale/retail relationships in which GB provides a service and subcontractors that service to another vendor. The administrative services may include, but not be limited to overhead costs for the oversight and management of vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, monitoring of vendor performance, and ensuring proper mandatory state compliance and reporting. It is understood by the parties that the administrative costs as described are to be borne solely by GB and will not be a factor in determining the costs to GB of administering CLIENT's Claims under this Agreement.
- 5.7 **Gallagher Bassett Investigative Services:** Database investigative searches are included in all Gallagher Bassett Claims Services Programs at a set rate per report. Costs for investigative services include a fee for the services provided by GB that is not passed on to partners in the program. These services include oversight and administrative activities associated with managing the program and our partners, the development and monitoring of quality standards and performance metrics, development and maintenance of necessary software interfaces, auditing and information management and reporting. Furthermore, we provide data necessary for regulatory compliance and file required reports.
- 5.8 **Survival.** CLIENT'S obligations provided for in this Section 5 shall survive the termination of this Agreement.
- 5.9 **Run in Claims Payments.** For the administration of the Run In Claims CLIENT agrees to pay the GB fee described on Exhibit A.

Section 6. **Representations and Warranties.**

- 6.1 **Representations and Warranties of GB.** GB represents and warrants as follows:

- a. **Existence.** GB is a corporation, duly organized, validly existing and formed under the laws of the state of Delaware, and GB is duly qualified to carry on its business, and is in good standing in each state in which the nature of its business and activities requires it to be so qualified.
- b. **Power and Authority.** GB has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, (i) any provision of GB's Certificate of Incorporation, By-Laws or other governing documents, (ii) any material agreement or instrument to which GB is a party or is bound, or (iii) any judgment, decree, order, statute, rule or regulation applicable to GB.
- c. **Authorization.** The execution and delivery and performance of this Agreement by GB and the transactions hereby have been duly and validly authorized by all requisite corporate action to be taken by GB.
- d. **Execution and Delivery.** This Agreement has been duly executed and delivered on behalf of GB and all documents and schedules required hereunder to be executed and delivered by GB have been duly executed and delivered. This Agreement constitutes legal, valid and binding obligations of GB enforceable in accordance with their terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application with respect to creditors, (ii) general principles of equity and (iii) the power of a court to deny enforcement of remedies generally based upon public policy.
- e. **Compliance with Laws.** GB shall perform its obligations provided for in this Agreement in compliance with all applicable federal and state laws.
- f. **Litigation.** There is no action, suit, investigation, complaint or other proceeding pending against GB or, to the knowledge of GB, threatened against GB that restricts in any material respect or prohibits the exercise of its rights under the Agreement or the performance of its obligations under this Agreement.

6.2 **Representations and Warranties of CLIENT.** CLIENT represents and warrants as follows:

- a. **Existence.** CLIENT is duly organized, validly existing and formed under the laws of the state of its jurisdiction, and CLIENT is duly qualified to carry on its business, and is in good standing in each state in which the nature of its business and activities requires it to be so qualified.
- b. **Power and Authority.** CLIENT has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, (i) any provision of CLIENT's Certificate or Articles of Incorporation or Certificate of Formation, as applicable, By-Laws or other governing documents, (ii) any material agreement or instrument to which CLIENT is a party or is

bound, or (iii) any judgment, decree, order, statute, rule or regulation applicable to CLIENT.

- c. **Authorization.** The execution and delivery and performance of this Agreement by CLIENT and the transactions hereby have been duly and validly authorized by all requisite corporate or other entity action to be taken by CLIENT.
- d. **Execution and Delivery.** This Agreement has been duly executed and delivered on behalf of CLIENT and all documents and schedules required hereunder to be executed and delivered by CLIENT have been duly executed and delivered. This Agreement constitutes legal, valid and binding obligations of CLIENT enforceable in accordance with their terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application with respect to creditors, (ii) general principles of equity and (iii) the power of a court to deny enforcement of remedies generally based upon public policy.
- e. **Compliance with Laws.** CLIENT shall perform its obligations provided for in this Agreement in compliance with all applicable federal and state laws.
- f. **Litigation.** There is no action, suit, investigation, complaint or other proceeding pending against CLIENT or, to the knowledge of CLIENT, threatened against CLIENT that restricts in any material respect or prohibits the exercise of its rights under the Agreement or the performance of its obligations under this Agreement.
- g. **Recall of Claim.** Prior to placing a Qualified Claim with GB, CLIENT has recalled the Claim from any previous claim administrator.
- h. **True and Accurate Information.** All information provided by CLIENT to GB is true and accurate and may be relied upon by GB.
- i. **RRE.** To the extent applicable, CLIENT has properly registered with the CMS as the RRE.

Section 7. Confidentiality.

- 7.1 **General.** In connection with the services provided hereunder, each party may disclose Confidential Information to the other. Each party agrees that it will not disclose any Confidential Information concerning the other to any third party without the prior written consent of the other party. Notwithstanding the foregoing, each party shall be permitted to disclose Confidential Information to its parent, affiliates, subsidiaries, employees, directors, officers, independent contractors, agents, partners, attorneys, or vendors that have a need to know the Confidential Information. GB may use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected. If any information shared by CLIENT under this Agreement is deemed protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

- 7.2 Nothing in this Agreement shall be deemed to prevent the Receiving Party (as defined in Section 1 under the definition of Confidential Information) from disclosing any Confidential Information of the Disclosing Party (as defined in Section 1 under the definition of Confidential Information) when requested or required to do so by a subpoena, civil investigative demand, other legal process, or by the authority of any State or Federal administrative agency or governmental body. In the event that the Receiving Party or its representatives become legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement in order that the Disclosing Party may seek a protective order, other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order, other remedy or waiver is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that, in the opinion of the Receiving Party's counsel, is legally required to disclose and shall exercise reasonable efforts to preserve the confidentiality of the Disclosing Party's Confidential Information.
- 7.3 Each party shall keep the terms of this Agreement confidential.

Section 8. Records Retention.

- 8.1 GB will retain claim files in storage facilities for 10 years following date of closure of the Claim unless otherwise required by contract or law. Thereafter, it will be the CLIENT's responsibility for continued file storage either based on a reassignment of that responsibility with the storage facility from GB to the CLIENT, or by return of the files to the CLIENT or to such location as may be designated by the CLIENT. GB will not be responsible for the destruction of files, but will have indicators in the storage data base available to the CLIENT as to which files can be considered for destruction should the CLIENT wish to pursue such action independently.
- 8.2 GB will maintain electronic copies of checks at the respective banks in accordance with the policies and procedures of such banks.

Section 9. Other Agreements.

- 9.1 **Subrogation.** To the extent GB is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, GB is authorized to collect, in the name of the CLIENT or in the name of GB, all funds due as a result of such recovery or subrogation activities. GB shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.
- 9.2 **Escheat.** The parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB. Pursuant to the other terms and conditions of this Agreement, GB shall provide CLIENT with such information and reports as reasonably required by CLIENT to perform this function.
- 9.3 **Sole Claims Administrator.** During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be the sole claims administrator with respect to CLIENT's Program and that all new claims under CLIENT's

Program shall be forwarded to GB. CLIENT further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without GB's prior written consent.

- 9.4 **Run In Claim Information.** If Claims are being transferred as Qualified Claims to GB from any other third party administrators, processes reasonably acceptable to GB must be followed to ensure proper claim handling. Information required by GB, in hard copy or electronic format as required by GB, shall be completed by CLIENT and delivered to GB no less than 60 days prior to the Effective Date to obtain information that is critical to achieve a smooth transition of Claims. CLIENT shall provide to GB, in form and substance acceptable to GB, all electronic data and other information with respect to the Qualified Claims reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall also take such other steps as are reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall cause its prior claims administrator to conspicuously mark run-in claim files with information necessary or convenient for GB to attend to time-sensitive events, such as upcoming court deadlines and benefit or settlement payment due dates. All Run In Claims are priced and handled on a per claim per year open basis for the term of this Agreement, regardless of the pricing structure designated for newly-arising claims under this Agreement.

9.5 **Bare Claims.**

- a. It is understood by all parties that the claims listed on Exhibit B attached hereto are Bare Claims. CLIENT is responsible for all loss funding/payments for the Bare Claims. Additionally, it is understood that CLIENT is responsible for compliance with all legal and regulatory requirements associated with the Bare Claims including, but limited to, any and all statutory reporting requirements. Further and without limitation to Section 10 herein, CLIENT agrees to indemnify and hold harmless GB for any fines, penalties or other causes of action resulting from CLIENT's failure to comply with any and all statutory reporting requirements related to the Bare Claims.
- b. GB will advise CLIENT of all Claim loss disbursements equal to or greater than the amount provided on Exhibit B. CLIENT agrees to pre-fund the loss fund account established pursuant to Section 4 of this Agreement in said amount(s) prior to GB releasing such payments. It is expressly understood that GB is not required to release said payments until GB can confirm the pre-funding amount(s) have been credited to CLIENT's loss account. Without limitation to Section 10 herein, CLIENT agrees to indemnify and hold harmless GB for any fines, penalties or other causes of action resulting from Bare Claims and Bare Claim related payments not being released due to CLIENT not funding said amounts or not funding said amounts on a timely basis.
- c. To the extent applicable to the Bare Claims under this Agreement CLIENT acknowledges that GB has limited access to information related to claim payments made at times that claim files were not within the possession of GB. GB will endeavor to obtain payment information in this regard, but will have no liability to CLIENT, and CLIENT will protect and hold GB harmless, with respect to any multiple payments made in whole or in part as a consequence of claim files not being within GB's continuous possession.

Section 10. Indemnification.

- 10.1 **GB Indemnity.** GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or other covenant made by GB hereunder and (ii) the negligent acts or omissions of GB including, but not limited to, GB's obligations to secure the services of a third party provider to assist CLIENT with research and protection of MMSEA related lien obligations, if any.
- 10.2 **Cap on Amount of Indemnity.** Notwithstanding any obligations of GB or anything stated in this Indemnification section, CLIENT understands and agrees that claims administration services provided by GB pursuant to this Agreement are naturally subject to second-guessing with the benefit of hindsight; claims administration is more an art than an exact science, and problems associated with claims administration are not easily evaluated. Consequently, CLIENT agrees that GB's liability to CLIENT for claims, judgments, loss, expense, damages or costs arising from or in any way related to any alleged improper claims administration by GB shall not exceed the fee charged by GB to CLIENT as set forth on Exhibit A with respect to the specific claims alleged by CLIENT in good faith to have been improperly administered. In any suit or proceeding brought by CLIENT in any way alleging or suggesting improper claims administration, CLIENT shall be required to demonstrate such improper claims administration by clear and convincing evidence.
- 10.3 **Limitation on Liability.** Failure of GB to settle a Qualified Claim or loss within the Discretionary Settlement Authority shall not subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such Claim or loss for an amount in excess of such limit. GB shall have no liability or responsibility whatsoever with respect to any Claims that are not Qualified Claims.
- 10.4 **Medicare Liability Disclaimer.** CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare (other than making the payment payable jointly to the claimant and Medicare) is through a Claims Settlement Allocation (CSA). GB recommends this approach for CLIENT's protection. If CLIENT chooses to proceed with settlement without incurring the cost of a CSA, CLIENT will not be insulated from future claims for reimbursement of amounts paid by Medicare and related costs.
- 10.5 **CLIENT Indemnity.** Only to the extent authorized under Missouri law, CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or covenant made by CLIENT hereunder, (ii) the negligent acts or omissions of CLIENT including but not limited to the timely and accurate remittance to GB of any information in CLIENT's possession required for MIR, and (iii) the failure of GB or any other person or entity to report any Claims that are not Qualified Claims. CLIENT further agrees to hold GB harmless for any expenses incurred related to the third party provider's services to assist CLIENT with its MMSEA obligations, if any.

Additionally, CLIENT agrees to defend, indemnify and hold harmless GB with respect to any claim, demand, action, loss, cost and/or expense to which GB may be subjected as a consequence of or result of an error, omission, tort, willful misconduct or any other negligence on the part of CLIENT or CLIENT's prior claims administrator. GB shall have not less than six months to review and coordinate Run In Claims, and CLIENT shall hold GB harmless from any claims handling errors within that time period with respect to Run In Claims.

10.6 **Survival.** The foregoing indemnification provisions shall survive termination of this Agreement.

Section 11. Termination.

11.1 This Agreement shall commence on the Effective Date and shall terminate on June 1, 2014, unless terminated earlier as may be provided herein.

11.2 Either party may cancel this Agreement at any time, for any reason, upon 60 (sixty) days prior written notice to the other party.

11.3 *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* Either party may cancel this Agreement at any time, for any reason, by giving the other party written notice of intent to cancel at least sixty (60) days in advance, with a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation ("the State"). Subsequent to either party hereunder giving the other party notice of cancellation, CLIENT shall continue to pay GB for the claims services hereunder at the terms and rates in effect on the date notice of cancellation is given and as further set forth below. In the event the parties agree that GB will not continue handling pending Claims, GB will remain obligated to handle such Claims until or unless GB is relieved of that responsibility in writing by the State.

11.4 Other than for CLIENT'S failure to pay amounts billed as described in Section 12.5 below, either party may terminate this Agreement upon 10 (ten) days written Notice to the other party, if the other party breaches the Agreement and such breach is not cured within 72 hours of receipt of a written notice clearly describing such failure and demanding cure.

11.5 If the CLIENT fails to pay any amounts billed, including but not limited to GB's service fee during the Agreement period; reconciliation billings; the service fee to continue handling claims past termination date; or bank charges, within 30 days, GB shall have the right to cancel the Agreement by giving the CLIENT ten (10) days notice in writing. After receipt of payment of all fees due, GB will then return all files to the CLIENT in an orderly manner. Costs for file transfer shall be the obligation of the CLIENT.

11.6 Either party may terminate this Agreement if the other party shall:

- a. Become insolvent or generally unable to pay its debts as they become due;

- b. Apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, sequestrator or other custodian for any of its property, or make a general assignment for the benefit of its creditors;
- c. In the absence of any such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for it or a substantial portion of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within sixty (60) days;
- d. Permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law or any dissolution, winding up or liquidation proceeding, in respect of it, and, if any such case or proceeding is not commenced by it, such case or proceeding shall be consented to or acquiesced in by it or shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed; or
- e. Take any formal action authorizing, or in furtherance of, any of the foregoing.

11.7 **Actions following termination.**

- a. In the event of cancellation or nonrenewal of this Agreement, GB may, at its sole discretion, continue to manage all pending run-off claims, and run-off claims incurred during the Term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. If run-off services are provided by GB, the services will be provided at a claims servicing branch selected by GB, and a reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims.
- b. *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* In the event GB and CLIENT cannot agree to ongoing per claim per year open run-off fees, GB will so notify the State, and continue to service the Claims until the State has provided notice to both parties that a replacement Self Insured Claims Third Party Administrator has been approved to take over claim handling.
- c. Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT.
- d. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim

files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

Section 12. Miscellaneous.

- 12.1 **Amendment and/or Modification.** This Agreement, including all exhibits attached hereto, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. An electronic copy or facsimile will be considered an original for purposes of enforcement.
- 12.2 **Notice.** All notices, requests and other communications concerning this Agreement from either party to the other shall be in writing and delivered either personally or by certified mail, return receipt request or by overnight mail. Any such notice, request or other communication shall be deemed given on the date of personal delivery or, if mailed, on the date of mailing. All communications shall be addressed as follows:

If to GB: Chief Financial Officer
Gallagher Basset Services, Inc.
The Gallagher Centre
Two Pierce Place
Itasca, Illinois 60143-3141

With a copy to: General Counsel
Arthur J. Gallagher & Co.
The Gallagher Centre
Two Pierce Place
Itasca, Illinois 60143-3141

If to CLIENT: Shannon Leigers
Boone County, Missouri
613 E. Ash St.
Room 114
Columbia, MO 65201

With a copy to: C.J. Dykhouse
County Counselor
801 E. Walnut, Rm. 211
Columbia, Missouri 65201

- 12.3 **Successors/Affiliates.** This Agreement shall be not be assignable by either party except with the prior written consent of the other party; provided, however, the services to be provided by GB hereunder may be provided in whole or in part by any affiliated entity of GB, at the sole discretion of GB. In such event, the terms of this Agreement shall be binding upon and shall inure to the benefits of such affiliated entity.
- 12.4 **Solicitation of Employees.** CLIENT agrees that, during the term of this Agreement and for a two-year period thereafter, CLIENT shall not, without the written consent of GB, solicit to hire on behalf of itself or others, any employee of GB who, during the term of this Agreement, has performed, or contributed to the performance of, services hereunder. CLIENT further acknowledges that the damages suffered by GB as a result of a breach of this obligation would be significant but not susceptible of easy calculation. Accordingly, in the event of a breach of the aforesaid obligation, CLIENT agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of breach.
- 12.5 **Independent Contractor.** It is understood by both parties that GB is engaged to perform services under this Agreement as an independent contractor of CLIENT and not as an agent of CLIENT.
- 12.6 **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri without regard to conflict of law rules.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts (including by facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.
- 12.8 **Severability.** If any portion of this Agreement is determined to be illegal or unenforceable under the law, then the portion shall be stricken from the Agreement without effect to the remainder of the Agreement.
- 12.9 **Headings.** The descriptive headings of the several Sections of this Agreement were formulated, used and inserted in this Agreement for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

The parties hereto have caused this Agreement to be duly executed as of the date first referenced above.

Gallagher Bassett Services, Inc.

BOONE COUNTY
(By and through its County Commission):

By: Laura Greifenkamp

By: Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Name: Laura Greifenkamp

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk *mg*

Title: Chief Financial Officer

Date: 5-20-13

Approved as to legal form:

Charles J. Dykhouse
Charles J. Dykhouse, County Counselor

Auditor Certification:

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

June E. Pitchford *mg* 5/29/13
June E. Pitchford, Auditor Date

EXHIBIT A
SERVICES AND FEES

Client: Boone County, Missouri

GB Client #: 005164

Service Period: From June 1, 2013 to June 1, 2014

[Final Cost & Terms Proposal to be added here as exhibit.]



Boone County, MO

June 1, 2013 to June 1, 2014

RUN-IN CLAIMS -- ANNUAL CLAIM HANDLING FEES

Service	Est. Claim Frequency *	Per Claim Fee *	Projected Service Fee
Workers' Compensation			
Medical Only		\$95	
Indemnity	9	\$495	\$4,455
Total Workers Compensation:	9		
Ancillary Services			
Administration / Data Management			Included
Account Management (Designated)			Included
<i>risxfacs.com</i> - 2 Users			Included
Medicare/SCHIP Reporting			Included
Data Integration (5STAR Administrators)	1		\$27,000
Ancillary Services Total:			
Total	10		\$31,455

*Run In pricing is based on annual claim handling and NOT on Life of Partnership or a Handle to Conclusion basis.

*Run In claims will never convert to Handle to Conclusion.

*Please see Claim Charges outlined in footnote 9 under Terms and Conditions – Client Specific

If you should decide to non-renew or stop using GB in a specific state, the existing open files can be handled in one of the following 2 ways:

- GB would continue to handle the open files at our prevailing rate fees per year per open file.
- GB would return the files to the client (contingent upon Carrier approval) at the client's expense.

Note: There will be additional charges for ongoing Data Management (RISX-FACS®), risxfacs.com users, Administration, Banking fees and monthly reports for as long as GB handles claims.



Boone County, MO

June 1, 2013 to June 1, 2014

TERMS AND CONDITIONS – CLIENT SPECIFIC

1. Billing options:
 - a. Deposit - Claims will be reviewed annually and audited at the 18th and 24th month, and then every 12 months thereafter. Billing rate will be based on the current contract amount.
2. Billing and Payment Terms: Fees will be billed on a quarterly during the calendar year. Fees are payable within 30 days upon receipt of the invoice. Callagher Bassett reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.
3. Account Administration includes the following:
 - a. Designated Account Representative
 - b. Detailed Status Reports @ \$50,000
 - c. Settlement Authority @ \$25,000 (new money)
 - d. Banking Administration (SIMMS)
 - e. Two Claim Reviews a Year or One Audit
 - f. Reserve Alerts @ \$10,000 and subsequent \$5,000 changes
 - g. Acknowledgement Letter to claimant
4. Data Management includes the following:
 - New Claim Setup
 - Historical Claims
 - Monthly Report by Email or the Website
 - Carrier Report Package by Email or Website
5. Pricing is based on using GB Managed Care (GBMCS) or MedInsights for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.
6. Subrogation services will be billed at 15% of gross recovery.
7. This material is the proprietary, confidential property of Callagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Callagher Bassett Services, Inc. after its intended use.
8. Callagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Callagher Bassett Services.
9. Claim Charges: The Claim charge is applicable per claimant per line of coverage.



Boone County, MO
 June 1, 2013 to June 1, 2014

GB MANAGED CARE SERVICES

SERVICES	CHARGES
Fee Schedule	\$9.50 per bill
All Other Savings included: PPO Networks, Specialty Networks, Clinical Edits, Clinical Validation, Nurse Review, Enhanced Savings, Out of Network, Rx, Durable Medical	25% of savings
Electronic receipt of medical bills	\$2 additional per bill in all applicable states
Telephonic Case Management	\$75 Medical Triage \$290 per Indemnity claim (each 30 days) \$130 per Medical Only claim (one time)
Hospital Certification Program	\$120 per hospital certification
Utilization Review Program	\$105 per review
Physician Review/Peer Review	\$270 per review
Task-Based Field Case Management	
• Task 1: One Visit Task	\$530 per assignment
• Task 2: Two Visit Task	\$705 per assignment
• Task 3: Labor Market Survey	\$635 per assignment
• Task 4: Vocational Assessment	\$590 per assignment
• Task 5: Home Visit	\$660 per assignment
Medical Case Management and Vocational Rehabilitation - Hourly	\$92 per hour plus expenses
Priority Care 365	\$90 per call
Medical Cost Projection (MCP) and Clinical Recommendations	\$125 per hour
Dental Review Program	Charged on a per review basis
OSHA Reporting	\$4,500 per year (includes set-up, OSHA access & unlimited OSHA logs and summaries)
Taxes	All applicable taxes will be added to the service fees where required

If another preferred managed care vendor other than Gallagher Bassett Managed Care Services, Inc. is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, monitoring of Managed Care vendor performance, and ensuring proper mandatory state compliance and reporting.



Boone County, MO

June 1, 2013 to June 1, 2014

OTHER SERVICES

SERVICES	CHARGES
risxfacs.com - Additional Users	\$500 per user (Look-up Only)
Consultative Services	
Loss Control Consulting Services	\$140 per hour
Fraud Prevention – Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU	\$85 per hour plus expenses
Surveillance Investigations	\$70 per hour plus expenses
Targeted Field Investigations	\$80 per hour plus expenses
Sales Tax	Exempt: Certain organizations or entities may qualify to claim an exemption from paying sales tax in certain states. Exemption documentation must be provided. Non-Exempt: Default status for sales tax
MedInsights MSA/MSP Compliance Services	
Social Security Verification (Entitlement Determination):	\$175.00 per verification
Medicare Lien Evaluation	
Conditional Payment Search	\$125 per search
Conditional Payment Lien Negotiations	\$150 per hour
Medical Cost Projection	\$125 per hour
MSA Resolution Unit Service	\$450 Fee
Pharmaceutical Drug Review	\$450 per review (If PDR doesn't prove to reduce lifetime costs by \$5,000 the fee reduced to \$35)
Medicare Set-Asides	
Workers Compensation Medicare Set-Aside Allocation (WCMSA)	\$2,050 per allocation
Rush Fees (MSA completed within 7 days)	\$450 per case
Revisions:	\$150 per hour (One free revision within six months of submission)
Liability Medicare Set-Aside Allocation (LMSA)	\$1,535 Fee
MSA Submission to CMS	\$850 Fee
Taxes	All applicable taxes will be added to the service fees where required

Database investigative searches are included in all Gallagher Bassett Claims Services Programs. Charges are a set rate per report. Costs for investigative services include a fee for the services provided by GBIS that is not passed on to partners in the program. These services include oversight and administrative activities associated with managing the program and our partners, the development and monitoring of quality standards and performance metrics, development and maintenance of necessary software interfaces, auditing and information management and reporting. Furthermore, we provide data necessary for regulatory compliance and file required reports. If a provider other than G4S or Global Options is selected for SIU or Surveillance, client may contract separately with GBIS to provide these services at agreed rates.



Boone County, MO

June 1, 2013 to June 1, 2014

GENERAL CONTRACT TERMS AND CONDITION

1. Material Change - GB reserves the right to modify its fees if:
 - a. It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement
 - b. During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities
2. Taxes - All applicable taxes will be added to the service fees where required
3. Allocated Expenses: Shall be your responsibility and shall include, but not be limited to:
 - Legal Fees
 - Medical Examinations
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reports
 - Medical records
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense
 - Police, fire, coroner, weather, or other such reports reasonably chargeable to the investigation,
 - Property damage appraisals, negotiation, settlement or defense of a claim
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts approval of the client
 - Pre- and post-judgment interest paid
 - Outside Investigation
 - Subrogation at 15% of gross recovery
 - Index Bureau Reporting
 - Second Injury Fund Recovery
 - Managed Care - Managed Care services may include, but are not limited to:
 - i. Preferred provider organization networks
 - ii. Utilization review services
 - iii. Automated state fee scheduling
 - iv. Light duty/return-to-work programs
 - v. Medical case management
 - vi. Prospective injury management services
 - vii. vocational rehabilitation network
 - viii. Hospital bill audit services



Boone County, MO

June 1, 2013 to June 1, 2014

DEFINITIONS

Workers Compensation - Medical Only Claims

A medical only claim is a work-related Claim that meets the following criteria: (i) payments for either indemnity or vocational rehabilitation were not required, (ii) the Claim has not become contested or in suit, (iii) investigation to determine compensability or subrogation requirements was not required, (iv) no loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement authority approvals were required, and (v) payments on the Claim have not exceeded \$2,500.

Workers Compensation - Indemnity Claims

An indemnity claim is a Workers Compensation claim that is not a Medical Only Claim.

EXHIBIT B
BARE CLAIMS

Client: Boone County, Missouri

GB Client #: 005164

Service Period: From June 1, 2013 to June 1, 2014

Claim Number	Date of Loss	Disbursements Limit
NONE		

<u>Bare Claims Service Fee – NONE</u>
