

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

September Session of the July Adjourned Term

Term. 20 12

County of Boone

In the County Commission of said county, on the

20<sup>th</sup>

day of

September

20

12

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

Now on this day the County Commission of the County of Boone does hereby set the 2012 tax rates per hundred dollars of assessed valuation for county purposes as follows:

<b>County of Boone</b>	<b>Total \$ .2846</b>
General Revenue	\$ .1200
Common Road and Bridge	\$ .0500
Group Homes	\$ .1146
<b>County-wide Surtax on Subclass III Property</b>	<b>\$ .6100</b>

Now be it further ordered that the County Commission, having received reports from the various political subdivisions, so sets their tax rates per hundred dollars of assessed valuation as instructed for the year 2012:

<b>State of Missouri</b>	<b>\$ .0300</b>
<b>Columbia Public Schools</b>	<b>Total \$4.8812</b>
Incidental Fund	\$1.4212
Teachers Fund	\$2.5581
Debt Service	\$ .8019
Capital Projects	\$ .1000
<b>Southern Boone County R-I Schools</b>	<b>Total \$4.9860</b>
Incidental Fund	\$3.7060
Teachers Fund	\$ .0000
Debt Service	\$1.2800
Capital Projects	\$ .0000
<b>Hallsville R-IV Schools</b>	<b>Total \$4.2371</b>
Incidental Fund	\$3.0171
Teachers Fund	\$ .0000
Debt Service	\$1.0600
Capital Projects	\$ .1600
<b>Sturgeon R-V Schools</b>	<b>Total \$4.9260</b>
Incidental Fund	\$3.6560
Teachers Fund	\$ .0000
Debt Service	\$1.2700
Capital Projects	\$ .0000

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

<b>Centralia R-VI Schools</b>	<b>Total</b>	<b>\$4.3595</b>
Incidental Fund	\$3.4695	
Teachers Fund	\$ .0000	
Debt Service	\$ .8900	
Capital Projects	\$ .0000	
<b>Harrisburg R-VIII Schools</b>	<b>Total</b>	<b>\$4.4886</b>
Incidental Fund	\$3.3386	
Teachers Fund	\$ .0000	
Debt Service	\$1.1500	
Capital Projects	\$ .0000	
<b>New Franklin R-I Schools</b>	<b>Total</b>	<b>\$3.9620</b>
Incidental Fund	\$3.3691	
Teachers Fund	\$ .0000	
Debt Service	\$ .5929	
Capital Projects	\$ .0000	
<b>Fayette R-III Schools</b>	<b>Total</b>	<b>\$4.2299</b>
Incidental Fund	\$3.4771	
Teachers Fund	\$ .0000	
Debt Service	\$ .7528	
Capital Projects	\$ .0000	
<b>North Callaway R-I Schools</b>	<b>Total</b>	<b>\$3.8123</b>
Incidental Fund	\$3.1501	
Teachers Fund	\$ .0000	
Debt Service	\$ .6622	
Capital Projects	\$ .0000	
<b>City of Ashland</b>	<b>Total</b>	<b>\$ .2612</b>
General Revenue	\$ .2612	
<b>City of Centralia</b>	<b>Total</b>	<b>\$ .9590</b>
General Revenue	\$ .6624	
Parks & Recreation	\$ .2966	
<b>City of Columbia</b>	<b>Total</b>	<b>\$ .4100</b>
General Revenue	\$ .4100	
<b>City of Hallsville</b>	<b>Total</b>	<b>\$ .8691</b>
General Revenue	\$ .5791	
Debt Service	\$ .2900	

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20<sup>th</sup> day of September 20 12

In the County Commission of said county, on the

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

Town of Harrisburg	General Revenue	\$ .3424
Village of Hartsburg	General Revenue	\$ .5179
City of Rocheport	General Revenue	\$ .2557
City of Sturgeon	General Revenue	\$ .5437

<b>Boone County Fire Protection District</b>	<b>Total</b>	<b>\$ .6299</b>
General Revenue	\$ .6010	
Dispatch Fund	\$ .0289	

<b>Southern Bo. Co. Fire Protect. District</b>	<b>Total</b>	<b>\$ .5068</b>
General Revenue	\$ .2125	
Dispatch	\$ .0280	
Debt Service	\$ .2663	

<b>Boone County Library District</b>	<b>Total</b>	<b>\$ .3036</b>
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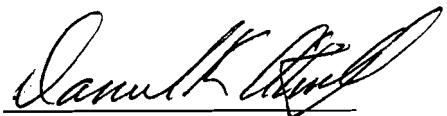
<b>Centralia Library District</b>	<b>Total</b>	<b>\$ .3782</b>
Library	\$ .2997	
Library Bond	\$ .0785	

<b>Columbia Regional Library</b>	<b>Total</b>	<b>\$ .5271</b>
General Revenue	\$ .3021	
Debt Service	\$ .2250	

<b>Callahan Watershed Subdistrict</b>	<b>General Revenue</b>	<b>\$ .0900</b>
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<b>Columbia Special Business District</b>	<b>General Revenue</b>	<del>\$ .4857</del> - 0 - <sup>det</sup>
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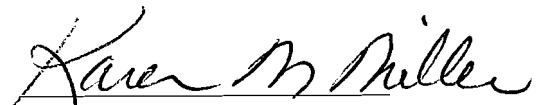
Done this 20<sup>th</sup> day of September 2012.



Daniel K. Atwill  
Presiding Commissioner

ATTEST:

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



Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

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STATE OF MISSOURI }  
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September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby increase the tax rate ceilings for the County of Boone to the level certified by the State Auditor as the maximum allowed by the State Auditor under the prior year tax rate ceiling and not on the ceiling based on the 2010 voluntarily reduced tax rate.

Having held the public hearing required under 137.073.4 on September 18, 2012, the Commission finds that voluntarily reducing the levy more the amount reduced for sales tax collections under 67.500 and the County Road and Bridge sales tax election could cause the county to loose revenue in a year of general reassessment. The Group Homes levy was adopted by the voters to be .12 and should only be adjusted to meet the requirements to reduce tax rates under 137.073 and the Constitution.

The 2011 tax rate ceilings were lowered under the provisions of 137.073 because it was interpreted by the State Auditor that it was a year of General Reassessment even though the County of Boone did not reassess property in 2011.

The actual levy for General Revenue, after apply<sup>ing</sup> sales tax reductions required under 67.500 and the sales tax reduction under the Road and Bridge sales tax ballot issue shall be .12 and the actual levy for the County Road and Bridge fund shall be .05. The Group Homes levy shall be set at its tax rate ceiling up to the maximum amount authorized by the voters.

The tax rate ceilings adopted for 2012 are:

County General Revenue: .3155  
 County Road and Bridge Fund: .2677  
 Group Homes Levy .1146

The actual tax rates after applying required sales tax reductions shall be:

County General Revenue .12  
 County Road and Bridge Fund: .05  
 Group Homes .1146

The County of Boone shall take no additional voluntary reduction in 2012.

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20<sup>th</sup>

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20

12

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

Done this 20<sup>th</sup> day of September, 2012.

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

Absent

Skip Elkin  
District II Commissioner

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September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached amendment to 50-12OCT10 – Plat Scanner (Image Scanner: Production and Large Format). It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 20<sup>th</sup> day of September 2012.

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

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: September 6, 2012  
RE: 50-12OCT10 – Plat Scanner (Image Scanner: Production and Large Format)

*Contract 50-12OCT10 – Plat Scanner (Image Scanner: Production and Large Format)* with Docucopy, LLC of Columbia, MO was approved in commission on November 30, 2010. The attached amendment changes the name of the contractor from Docucopy, LLC to American Document Solutions.

cc: Bettie Johnson, Recorder  
Kelle Westcott, Resource Management  
Contract File

**COPY**


**CONTRACT AMENDMENT NUMBER TWO  
PURCHASE AGREEMENT FOR  
PLAT SCANNER AND MAINTENANCE FOR BOONE COUNTY RESOURCE MANAGEMENT**

The Agreement **50-12OCT10** dated November 30, 2010 made by and between Boone County, Missouri and **Docucopy, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


- 1. Change Contractor's name on contract from Docucopy, LLC to American Document Solutions.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**AMERICAN DOCUMENT SOLUTIONS**

by   
title President

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

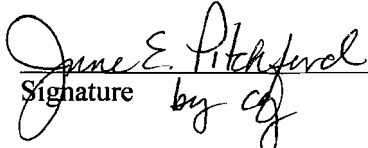
  
C.J. Dykhouse, County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)

      9/12/12      No Encumbrance Required  
Signature      Date      Appropriation Account



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September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby award RFP 38-24JUL12 – Prescription Medication to D&H Drug. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20<sup>th</sup> day of September 2012.

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

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: August 31, 2012  
RE: RFP Award Recommendation: 38-24JUL12 – Prescription Medication

Request for Proposal 38-24JUL12 – *Prescription Medication* closed on July 24, 2012. Five proposal responses were received.

The evaluation committee consisted of the following:

Chief Warren Brewer, Sheriff Department  
Dr. Joel Blackburn, Medical Director for the Sheriff Department

The evaluation committee recommends award to D&H Drug per their attached Evaluation Report for being the best solution / fit for Boone County.

This is a Term and Supply contract and invoices will be paid from department 1255 – Corrections, account 23501 – Prescription Drugs. \$80,000 was budgeted for 2012 and \$90,000 is going to be requested for 2013. A negative balance of \$7,525 remains in the account at this time.

ATT: Evaluation Report

cc: Proposal File / Evaluation Committee members

## Evaluation Report for Request for Proposal

### 38-24JUL12 – Prescription Medication

#### **OFFEROR #1: Allcare Correctional LLC**

It has been determined that **Allcare Correctional LLC** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Allcare Correctional LLC** has submitted a **non-responsive** proposal.

#### **Method of Performance**

##### **Strengths:**

##### **Concerns:**

- If award to this vendor, would need the E-verify Work Authorization Certification with backup returned.

#### **Experience/Expertise of Offeror**

##### **Strengths:**

- 25 years of correctional field experience.
- Provided references for other County jails.

##### **Concerns:**

- No local venue which would be a concern for same day/next day deliveries.

**OFFEROR #2: Diamond Pharmacy**

  X   It has been determined that **Diamond Pharmacy** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

       It has been determined that **Diamond Pharmacy** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Competitive Pricing
- Diamond Pharmacy is able to offer returns on medications (pg. 37).
- Diamond outlined cost containment procedures (pg. 48).
- Provide a web-based management and reporting system that County can access any time to generate our own reports (pg. 53). Diamond outlined many different reports that can be provided (pg. 54).

**Concerns:**

- Not local
- Has to use local pharmacy for emergencies or “now” scripts
- If Diamond uses the backup Pharmacy, they charge us their contracted rate PLUS any additional charges from the local Pharmacy (pg. 30).
- Items ordered on Saturday are delivered on Monday and items ordered on Sunday are delivered on Tuesday (pg. 26). Orders must be submitted by 1:00 p.m. for next day delivery Monday – Friday (pg. 45). Refills require two days prior ordering (pg. 45). This delivery schedule would not be acceptable for the County.
- No constant, reliable contact person
- Unable to tailor service for our size of jail and our needs
- Page 2 of their proposal response included a confidential statement although our paragraph 2.3. of the proposal clearly outlined that the County operates under the Sunshine Laws.
- Diamond requires payment net 30 days on invoices. The County pays net 30 days on Monthly Statements per page 12 of our RFP.

**Experience/Expertise of Offeror**

**Strengths:**

- Service many other contracts
- 25 years of experience as a correctional pharmacy provider
- Provided references from other Missouri correctional facilities.

**Concerns:**

- Multiple errors in contacting Boone County Jail Medical Director and faxing information during the last contract.
- The County canceled a contract with Diamond Pharmacy in 2007 for the following reason:
  - not meeting 24 hour turn-around
  - Pharmacist not readily available
  - inconvenience, lack of communication and miscommunication
  - inflexibility
  - unsatisfactory transitional period.
- They are currently servicing 900 correctional facilities – concern about the level of service that would be provided should they receive the award again.

**OFFEROR #3: Walgreens**

X It has been determined that **Walgreens** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that **Walgreens** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

**Concerns:**

- Walgreens offers a flat rate generic price rather than FUL or MAC (pg. 6).
- Minimum of \$11.99 for each prescription dispensed (Response Form).
- Walgreens requests the right to terminate without cause by providing 30 days written notice (pg. 17).
- Walgreens suggests the suspension of the agreement until such time that the County has secured additional funds (they didn't understand that prior to renewal, we determine the availability of funds in that future fiscal period). Pg. 17.
- Will need Work Authorization Certification with backup returned if we enter into a contract with them.
- Take exception to our Terms and Conditions and will have their own pharmacy services agreement for the County, but did not provide an example (pg. 17).

**Experience/Expertise of Offeror**

**Strengths:**

- Local outlets
- Local pharmacy opened in 2002 and is open 24/7.
- References provided for other county jails using this type of service.

**Concerns:**

- Low level of correctional experience.

**OFFEROR #4: Omnicare Co – Interlock Pharmacy Systems**

  X   It has been determined that **Omnicare Co – Interlock Pharmacy Systems** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

       It has been determined that **Omnicare Co – Interlock Pharmacy Systems** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- competitive pricing

**Concerns:**

- Closed on Sundays (pg. 20)

**Experience/Expertise of Offeror**

**Strengths:**

- There is a local outlet

**Concerns:**

- Low level of experience with correctional prescribing.
- No references provided for county jails.

**OFFEROR #5: D&H Drugstore**

  X   It has been determined that **D&H Drugstore** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

       It has been determined that **D&H Drugstore** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Can provide deliveries seven days per week
- County can pickup emergency medications seven days per week
- D&H Drug tailors their service to meet the needs of the County. Will provide two week supply versus 30 day supply.
- Provide a representative assigned to the County that works with the County and resolves any problems with the contract in a timely manner. One representative that is the go-to person for the County medical personnel for questions and concerns.

**Concerns:**

- None identified

**Experience/Expertise of Offeror**

**Strengths:**

- Local pharmacy
- In business since 1956
- D&H Drug has had previous contracts with the Boone County Jail for Prescription Medication and the County has been satisfied with the service.

**Concerns:**

- None identified



**Committee Review Summary:**

The initial evaluation committee meeting was August 24. The committee determined at this meeting that they would like to have the Offerors submit pricing on a list of 25 pharmaceuticals per their pricing structure offered in their RFP response in order to determine cost points.

The committee discussed their concern with having a prescription medication provider located outside of Boone County because of the concern with providing medication same day or next day delivery. A County correction facility is very different from a nursing home facility because of the short duration the inmates are housed at the County. The County requires that a medication can be delivered seven days a week and the County has the option to pick up the medication (and not pay additional charges for using a local pharmacy when a non-local was contracted with as proposed by Diamond Pharmacy).

The County prefers a Contractor that is willing to tailor their services to meet the needs of the County with two week supplies of medications versus a 30 day supply which ultimately costs the County more because of the short stay of many of the inmates.

The County desires an assigned representative that works closely with the County to tailor the service provided and meet the County needs.

Following the scoring of the proposal responses received on the Evaluation Report Form, the committee recommends award to D&H Drug for being the best fit for Boone County and for being able to offer the desired service outlined within the proposal and stated above.

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

REQUEST FOR PROPOSAL NUMBER - 38-24JUL12 - Prescription Medication  
 Melinda Bobbitt, CPPB

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Allcare Correctional LLC	20	17	37	35	72
Diamond Pharmacy	8	15	23	50	73
Walgreen	23	18	41	26	67
Omnicare - Interlock Pharmacy Systems	23	15	38	40	78
D & H Drug	29	20	49	33	82

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

Evaluator's Signatures \_\_\_\_\_ Date 8/24/12  
 Chief Warren Brewer

Evaluator's Signatures \_\_\_\_\_ Date 8/24/12  
 Dr. Joel Blackburn, Medical Director

		Diamond Pharmacy	Walgreens	D&H Drug	OMNICARE - interlock Pharmacy Systems	Allcare Correctional
Drug	Quantity	Price	Price	Price	Price	Price
Abilify 10 mg	15	\$199.03	\$321.12	\$299.82	\$272.47	\$285.02
Alprazolam 1 mg	19	\$5.02	\$11.99	\$4.07	\$8.15	\$2.94
Amiodarone 200 mg	15	\$12.14	\$22.50	\$6.53	\$17.22	\$7.19
Amitriptyline 25 mg	15	\$1.25	\$11.99	\$3.76	\$3.52	\$2.01
Amlodipine 10 mg	22	\$6.37	\$35.42	\$4.04	\$17.66	\$8.43
Amoxicillin/Clav 875/125mg	20	\$24.01	\$63.99	\$27.40	\$32.00	\$31.42
Ceftriaxone inj 250 mg	10	\$7.25	\$92.98	\$20.41	\$46.01	\$68.19
Ceftriaxone inj 1 gm	1	\$10.89	\$19.99	\$5.50	\$15.34	\$21.42
Gabapentin 300 mg	28	\$9.15	\$26.51	\$30.11	\$13.17	\$4.69
Gabapentin 600 mg	27	\$16.71	\$44.99	\$16.68	\$22.46	\$21.84
Levothyroxine 25mcg	9	\$0.68	\$11.99	\$4.57	\$2.80	\$1.95
Levothyroxine 50 mcg	15	\$1.15	\$11.99	\$5.66	\$3.51	\$3.00
Lithium Carbonate 150 mg	39	\$2.08	\$11.99	\$7.49	\$3.63	\$7.22
Lithium Carbonate 300 mg	17	\$0.67	\$11.99	\$3.87	\$2.89	\$2.79
Metformin 500 mg	29	\$4.89	\$11.99	\$4.31	\$8.13	\$7.70
Metformin 1000 mg	29	\$9.99	\$15.46	\$4.97	\$14.62	\$3.26
Metoprolol Tartrate 25 mg	17	\$1.01	\$11.99	\$4.14	\$3.24	\$2.63
Paroxetine 20 mg	25	\$7.97	\$29.16	\$6.60	\$19.55	\$8.43
Risperidone 0.5 mg	23	\$10.65	\$42.16	\$7.64	\$31.48	\$19.19
Risperidone 1 mg	15	\$10.48	\$44.86	\$7.44	\$22.43	\$12.43
Salsalate 500 mg	84	\$18.54	\$30.21	\$37.44	\$28.21	\$30.52
Salsalate 750 mg	63	\$18.87	\$27.44	\$33.69	\$26.41	\$27.98
Tramadol ER 100 mg	13	\$31.07	\$32.39	\$49.19	\$16.19	\$32.52
Tramadol ER 200 mg	41	\$158.25	\$152.09	\$214.34	\$76.02	\$171.81
Tramadol ER 300 mg	13	\$38.22	\$83.09	\$102.27	\$41.55	\$76.78
<b>TOTAL</b>		<b>606.34</b>	<b>\$1,180.28</b>	<b>\$911.94</b>	<b>\$748.66</b>	<b>\$861.36</b>

points. 50 67 82 78 72

Low bid set 50 points

Then take low bid ÷ by another bid x 50.00 = points

**PURCHASE AGREEMENT  
FOR  
PRESCRIPTION MEDICATION TERM AND SUPPLY**

**THIS AGREEMENT** dated the 20 day of September 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **D & H Prescription Drug Company, Inc.** herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Prescription Medication Term and Supply**, County of Boone Request for Proposal number **38-24JUL12**, Addendum Numbers One through Four, as well as the Contractor's proposal response dated July 30, 2012 and executed by Blaine Alberty on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Request for Proposal 38-24JUL12 shall prevail and control over the Contractor's proposal response.

**2. Contract Duration** - This agreement shall commence on **October 1, 2012 and extend through August 31, 2013**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year periods** subject to the pricing clauses in the Contractor's proposal response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not. Subsequent renewal periods will begin September 1.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Prescription and Over the Counter Medication as identified and responded to in the Contractor's Proposal Response. Items and service will be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County.

- Name Brand Drugs: 14% discount off Average Whole Price (AWP)
- Generic Drugs: 25% discount off Average Wholesale Price or Medicaid Maximum Allowable Cost (MAC)
- Dispensing Fee Per Prescription: \$3.40
- Over the Counter (OTC) Drugs: 10% discount off list price
- Price List Utilized for Pricing: Redbook / Missouri MAC Drug List

**4. Delivery** – Contractor agrees to deliver the items as specified within the Request for Proposal. The Contractor shall provide a minimum of one delivery Monday through Saturday, with occasional Sunday deliveries. The County reserves the right to request regular Sunday delivery if the volume or need for pharmaceuticals substantially increases during the contract period. The County has the option to pick-up medications by County staff.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and may only include the prices as identified in the Contractor's proposal response. No additional fees for delivery or extra services not included in the proposal response or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on

the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

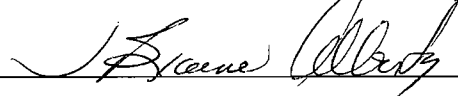
**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

**8. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

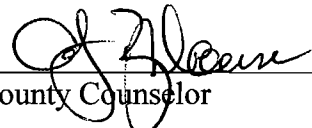
**D & H PRESCRIPTION DRUG CO., INC.**

by   
 title PRES  
 address 1814 PARIS RD  
COLUMBIA, Mo 65201

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

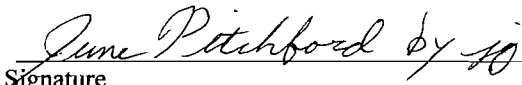
  
 \_\_\_\_\_  
 County Counselor

ATTEST:

  
 \_\_\_\_\_  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the term and supply contract does not create a measurable county obligation at this time.)

 by jo 09/11/2012 No Encumbrance Required  
 Signature Date Appropriation Account

Prescription Medication Term/Supply  
 Corrections 1255-23501



*Drugstore*

1814 Paris Road  
Columbia, MO 65201  
573-777-7373

1001 W. Broadway  
Columbia, MO 65203  
573-777-7333

# D&H PRESCRIPTION DRUG COMPANY

RESPONSE TO REQUEST FOR PROPOSAL #38-24JUL12  
PRESCRIPTION MEDICATION FOR THE INMATES OF THE  
BOONE COUNTY JAIL

6.

Revised Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: D+H PRESCRIPTION DRUG COMPANY, INC.

Address: 1814 PARIS ROAD  
COLUMBIA, MO 65201

Telephone: 573-777-7373 Fax: 573-777-7384

Federal Tax ID (or Social Security #): 43-0744606

Print Name: J. BLAINE ALBERTY Title: OWNER/PRESIDENT

Signature: J. Blaine Alberty Date: 7-30-12

E-Mail Address: jalberty@dhdugstore.com

**Prescription Service:** We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

<u>Item #</u>	<u>Description</u>	<u>Price</u>
5.1.	Name Brand Drugs: % Discount off of Average Wholesale Price (AWP)	<u>14</u> %
5.2.	Generic Drugs: % Discount off of Average Wholesale Price (AWP) or Medicaid	<u>25</u> %
5.3.	Maximum Allowable Cost (MAC) Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ <u>3.40</u>
5.4.	OTC Drugs % Discount off List Price	<u>10</u> %
	Consultation Hourly Fee	\$ <u>60.00</u> hour
5.5.	Price List Utilized for Pricing	<u>RED BOOK / MISSOURI MAC DRUG LIST</u>
5.6.		
5.7.	Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:	<u>SPECIAL ORDERS (NON-STOCKED) ITEMS MUST BE ORDERED</u>

IN FULL MANUFACTURER PACKAGE SIZES.

5.8 **Emergency Twenty-Four Hour Service Contact:**

Name: BLAINE ALBERTY  
Telephone Number: 573-445-6727

5.9. Specify the Address of the Pharmacy that will be Servicing this Account:

1814 PARIS ROAD  
COLUMBIA, MO 65201

5.10. Please describe in detail the types of usage reports that you can supply (or attach additional information):

D&H PRESCRIPTION DRUG COMPANY WILL PROVIDE ALL USAGE  
REPORTS (MONTHLY, QUARTERLY, YEAR-END) IN WHATEVER FORMAT  
THE COUNTY DEEMS NECESSARY.

5.11. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: BLAINE ALBERTY  
Organization: D&H PRESCRIPTION DRUG COMPANY  
Address: 1814 PARIS ROAD COLUMBIA, MO 65201  
E-mail: balberty@dandhstore.com  
Phone Number: 573-777-7373  
Fax: 573-777-7394

5.12. **Identification of Bidders:** How were you notified or heard about this bid/RFP?

- newspaper advertisement  
 Boone County Electronic Bid Notification  
 other, please list: \_\_\_\_\_





BOONE COUNTY, MISSOURI  
Request for Bid #: 38-24JUL12 – Prescription Medication for the Inmates of the Boone  
County Jail

ADDENDUM #1 - Issued July 6, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Replace the *Response / Pricing Page* with the attached *Revised Response/Pricing Page*.
- 2) Replace paragraph 3.11.5 – *Pharmaceutical Destruction* on page 10 from the Request for Proposal with the following:

Pharmaceutical Destruction: Describe your recommendation to County for how to dispose of any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. Also include any alternative solutions to destruction.

- 3) Change Bid Opening Date to: August 1, 2012, 1:30 p.m.

By: Melinda B. Bobbitt  
Melinda Bobbitt, CPPB  
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail receipt of which is hereby acknowledged:

Company Name: DJH PRESCRIPTION DRUG COMPANY  
Address: 1814 PARIS ROAD  
COLUMBIA, MO 65201

Phone Number: 573-777-7373 Fax Number: 573-777-7375

E-mail address: balberty@dhdrugstore.com

Authorized Representative Signature: J. Blaine Alberty Date: 7-30-12

Authorized Representative Printed Name: J. BLAINE ALBERTY



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail**

**ADDENDUM #4 - Issued July 25, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Attached is a usage report for the period 1/1/2012 through 6/30/2012.
2. The County received the following questions and is providing a response:
  - 3.8.2 Pharmacy Consultations
    1. Would they want over the phone or face to face?  
**Response:** They could be over the phone or face to face depending on the problem, but by phone in most instances would be sufficient.
    2. If over the phone would the pharmacist speak to the inmate or Boone County Jail Staff or medical staff?  
**Response:** Pharmacist would speak to medical staff at the jail.
    3. Estimated frequency of the request?  
**Response:** Once monthly for special orders
    4. If face to face how much notification for a consultation request and acceptable response time?  
**Response:** To date, we've only had phone consultations.
  - 3.11.3 Packaging
    1. Are OTC required to be blister packed or can they be dispensed in their original packaging  
**Response:** 99% of all blister packaging is done by Jail Medical Staff; only on rare situations when the 800 mg Tylenol may run out of stock would we require the pharmacy to blister pack a medication.
  - 3.11.19.Reporting
    1. Quarterly reports are due on the 10<sup>th</sup> of the month. When are the monthly and annual reports due?  
**Response:** The County requests the Annual Report by the 15<sup>th</sup> of the new year and the Monthly reports by the 15<sup>th</sup> of the succeeding month.

By: Melinda Bobbitt  
Melinda Bobbitt, CPPB  
Director of Purchasing

OFFEROR has examined copy of Addendum #4 to Request for Bid # 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail receipt of which is hereby acknowledged:

Company Name: D+H PRESCRIPTION DRUG COMPANY  
Address: 1814 PARIS ROAD  
COLUMBIA, MO 65201

Phone Number: 573 777-7373 Fax Number: 573 777-7384

E-mail address: balbe-tjadhdnigstoe.com

Authorized Representative Signature: J. Blaine Alberty Date: 7/30/2012

Authorized Representative Printed Name: J. BLAINE ALBERTY

I. Introduction

- a. It is our intent to submit this proposal to provide prescription medication for the inmates of the Boone County Jail. D&H Prescription Drug Company is seeking to fulfill the contract from September 1, 2012 through August 31, 2013 as well as the following renewal periods should D&H be chosen as the Boone County Jail's provider. (paragraph 2.7, page 6)
- b. Company Description
  - i. D&H Prescription Pharmacy is a locally owned drug store in Columbia, Missouri with two locations. The company was incorporated in 1956 and has since been growing and evolving with the ever-changing health care system. We serve Columbia, Missouri and the surrounding area, primarily extending throughout Boone County. We provide in-store and delivery services for prescription medication, non-prescription medication, and home medical equipment. We also offer a wide variety of allied products and services including: compression hose and garments; diabetic shoes; shoe inserts; bath safety items; walkers; canes; crutches; wheelchairs; HME accessories; off-the-shelf braces; wound dressings; heat and cold applications; urologic supplies; nebulizers and accompanying medications (with a prescription); lift chairs; hospital beds; patient lifts; blood glucose monitors; TENS units; and rehabilitation supplies. In addition, certain immunizations as well as free blood pressure screenings and informational in-services for the community are available.

II. Insurance Requirements (paragraph 2.4, page 5)

- a. D&H Prescription Drug Company is insured through Pharmacists Mutual Insurance Company.
- b. Compensation Insurance (paragraph 2.4.1, page 5)
  - i. D&H Prescription Drug Company carries Employee Liability Insurance. In addition, D&H carries Worker's Compensation Insurance commensurate with the Missouri statutory limits. D&H carries an umbrella policy in the amount of \$2,000,000.00. *Please refer to the attached Certificate of Liability Insurance.*
- c. Comprehensive General Liability Insurance (paragraph 2.4.2, page 5)
  - i. D&H Prescription Drug Company carries Comprehensive General Liability Insurance. D&H carries an umbrella policy in the amount of \$2,000,000.00. *Please refer to the attached Certificate of Liability Insurance.*
- d. Commercial Automobile Liability Insurance (paragraph 2.4.4, page 5)
  - i. D&H Prescription Drug Company carries Automotive Liability Insurance. D&H carries an umbrella policy in the amount of \$2,000,000.00. *Please refer to the attached Certificate of Liability Insurance.*

- e. Proof of Carriage of Insurance (paragraph 2.4.5, page 6)
  - i. D&H Prescription Drug Company names Boone County as an additional insured entity. *Please refer to the attached Certificate of Liability Insurance.*
- f. Indemnity Agreement (paragraph 2.5, page 6)
  - i. D&H Prescription Drug Company agrees to adhere to the indemnity agreement outlined in the request for proposal.



# CERTIFICATE OF LIABILITY INSURANCE

CUSTOMER NUMBER: 0000418001

DATE (MM/DD/YYYY)

07/09/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 WEST PO BOX 370 ALGONA, IA 50511-0370	CONTACT NAME: PHONE (A/C, No, Ext): 800-247-5930	FAX (A/C, No):
	E-MAIL ADDRESS:	
<b>INSURED</b> D & H PRESCRIPTION DRUG COMPANY INC 1001 W BROADWAY COLUMBIA MO 65203		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>NAIC #</b> 13714
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		BOP 0002792 14	01/05/2012	01/05/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	Includes- Pharmacy Professional Liab Home Health Care Services Professional Liability						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	CAU 0002792 14	01/05/2012	01/05/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ ----- BODILY INJURY (Per accident) \$ ----- PROPERTY DAMAGE (Per accident) \$ ----- \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N		UCL 0002792 14	01/05/2012	01/05/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ ----- GENERAL AGGREGATE \$ 2,000,000 PROD COMP. WORK AGG \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/>	N/A		WCV 0002792 14	01/05/2012	01/05/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Loc:1001 W BROADWAY  
 COLUMBIA MO 65203

**CERTIFICATE HOLDER****CANCELLATION**

CERT HOLDER/ADDITIONAL INSR'D

COUNTY OF BOONE  
 501 E WALNUT  
 COLUMBIA MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RYAN D. LUDWIG

III. Contract Terms and Conditions (paragraph 2.6, page 6)

- a. D&H Prescription Drug Company agrees to uphold the terms and conditions outlined in paragraphs 2.6.1 and 2.6.2, page 6 of the request for proposal. D&H Prescription Drug Company agrees to notify the County in writing of deviations from the outlined specifications.

IV. Cancellation Agreement (paragraph 2.8, page 6)

- a. D&H Prescription Drug Company agrees to the cancellation agreement outlined in the request for proposal.

V. Fiscal Non-funding Clause (paragraph 2.9, page 7)

- a. D&H Prescription Drug Company agrees to the fiscal non-funding clause outlined in the request for proposal.

VI. Work Authorization Certification: Employment of Unauthorized Aliens Prohibited (paragraph 2.11, page 7)

- a. D&H Prescription Drug Company takes action to ensure that unauthorized aliens are not knowingly hired or employed at either of our locations. Verification of citizenship is performed using the E-Verify Program and documentation of the E-Verify results are maintained in each employee's human resources file. In addition, completed I-9 forms are maintained in each employee's human resources file. *Please see attached E-Verify Program Memorandum of Understanding and Work Authorization Certification.* (paragraphs 2.11.1; & 2.11.2, page 7)
- b. Paragraph 2.11.3, page 7 is not applicable as D&H Prescription Drug Company does not use subcontractors.





## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **D & H Prescription Drug Company, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 216644

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 216644

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 216644

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

### SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

## ARTICLE V

### PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer D & H Prescription Drug Company, Inc.

**Judith Armstrong**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/28/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

05/28/2009

Date



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**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: D & H Prescription Drug Company, Inc.

Company Facility Address: 1814 Paris Road

Columbia, MO 65201

Company Alternate Address: \_\_\_\_\_

County or Parish: BOONE

Employer Identification Number: 430744606

North American Industry Classification Systems Code: 446

Parent Company: D & H Prescription Drug Company, Inc.

Number of Employees: 20 to 99

Number of Sites Verified for: 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- MISSOURI 1 site(s)



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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Judith A Armstrong</b>	Fax Number:	<b>(573) 777 - 7375</b>
Telephone Number:	<b>(573) 777 - 7306</b>		
E-mail Address:	<b>jarmstrong_dhdrug@yahoo.com</b>		
Name:	<b>John B Alberty</b>	Fax Number:	<b>(573) 777 - 7335</b>
Telephone Number:	<b>(573) 777 - 7301</b>		
E-mail Address:	<b>balberty@socket.net</b>		

VII. Scope of Work (paragraph 3.3, page 8)

- a. Prescription Provision (paragraph 3.1, page 8)
  - i. D&H Prescription Drug Company will accept prescriptions and all other pertinent information provided to them by The County by the methods outlined in this paragraph.
- b. Average Wholesale Price (paragraph 3.2, page 8)
  - i. D&H Prescription Drug Company will utilize the Red Book price list as well as the Missouri MAC Drug List price list under this bid. D&H Prescription Drug Company agrees to the stipulations regarding pricing outlined in paragraphs 3.3-3.4, page 9 of the request for proposal.
  - ii. D&H Prescription Drug Company agrees to the conditions regarding generic drugs, price adjustments, and subcontractors outlined in paragraphs 3.5-3.7, page 9 of the request for proposal. D&H Prescription Drug Company currently does not utilize subcontractors.

VIII. Pricing (paragraph 3.8, page 9)

- a. Dispensing Fees (paragraph 3.8.1, page 9)
  - i. D&H Prescription Drug Company will utilize a \$3.40 dispensing fee. Please also see the attached *Response/Pricing Page*.
- b. Consultation Fees (paragraph 3.8.2, page 9)
  - i. D&H Prescription Drug Company will utilize a \$60.00/hour consultation fee. Please also see the attached *Response/Pricing Page*.

IX. Storage (paragraph 3.9, page 9)

- a. D&H will ensure that medications are stored appropriately in accordance with all applicable local, state, and federal rules and regulations.

X. Contractor Responsibility/Service Requirements (paragraph 3.11, page 9)

- a. Delivery (paragraph 3.11.1, page 9-10)
  - i. D&H Prescription Drug Company offers delivery services seven days per week by trained delivery personnel. D&H will notify The County well in advance of days when delivery services are not available (Thanksgiving and Christmas) to make arrangements to ensure no lapse in service occurs. D&H Prescription Drug Company agrees to allow County staff to pick up medications in a crisis situation if delivery personnel are not immediately available. All deliveries will be accompanied by a receipt, and the Medical Supervisor or designee will sign for the medications upon arrival. D&H Prescription Drug Company agrees that delivery charges will be included in the dispensing fee.
- b. Orders (paragraph 3.11.2, page 10)

- i. D&H Prescription Drug Company agrees to maintain adequate stock of medication in order to consistently meet the needs of the Boone County Jail. Wholesalers are available to delivery medication to D&H Prescription Drug Company within 24 hours if the need arises.
- c. Packaging (paragraph 3.11.3, page 10)
  - i. D&H Prescription Drug Company will package medications in blister cards, and the amount of medication packaged per unit of distribution will be based on a two to four week supply or a smaller quantity based on the volume of medication and ease of storage. Creams and liquids will be provided in plastic containers whenever possible.
- d. Pharmaceutical Labeling (paragraph 3.11.4, page 10)
  - i. D&H Prescription Drug Company will label medications according to local, state, and federal laws. Each label will include the following information: County facility name; County facility address; inmate name; directions for use and any applicable precautions; product identification number; dispensing date; and the dispensing pharmacist's name/initials.
- e. Pharmaceutical Destruction (paragraph 3.11.5, page 10)
  - i. For medications that may not be re-distributed and require destruction, D&H Prescription Drug Company recommends that The County collaborates with the Columbia Police Department in order to participate in the Police Department's drug destruction program.
- f. Price List (paragraph 3.11.6, page 10)
  - i. D&H Prescription Drug Company agrees to provide the Boone County Jail with a current copy of the Red Book Average Wholesale Price Publication as well as the Federal Upper Limit and all addendums. This information will be made available to the Boone County Jail within 10 days of the award of the Prescription Medication Contract.
- g. Designated contact (paragraph 3.11.7, page 10)
  - i. J. Blaine Alberty will serve as the primary contact between D&H Prescription Drug Company and the County Medical Supervisor. J. Blaine Alberty or his designee will be available via phone or in person during working hours, and he is knowledgeable of the terms and procedures involved in the contract.
- h. Pharmacist List (paragraph 3.11.8, page 10)
  - i. D&H Prescription Drug Company agrees to supply the County with a list of all pharmacists who fill prescriptions. This list will be updated as necessary.
  - ii. Current registered pharmacists include:
    - 1. J. Blaine Alberty
    - 2. J. Darran Alberty
    - 3. Tanya Alberty
    - 4. Triston Brownfield
    - 5. Gene Forrester
    - 6. Erica Hopkins-Wadlow

## 7. Muriel Vincent

- i. Services (paragraph 3.11.9, page 10-11)
  - i. Registered pharmacists licensed by the state of Missouri will compound and/or dispense all medications for which they receive a prescription to the Boone County Jail, should D&H be awarded the contract. All medications will be dispensed in a legal and ethical manner in accordance with all accepted industry practices. Trained, registered pharmacy technicians may also assist in the dispensing of such medication, and they, too, will follow legal and ethical guidelines when performing their duties.
- j. Phone Number (paragraph 3.11.10)
  - i. The County may contact D&H Prescription Drug Company at the following phone number: 573-777-7373. D&H's hours of operation are: Monday through Friday, 8:00am–8:00pm; Saturday 8:00am–6:00pm; Sunday 10:00am–6:00pm.
- k. Personnel (paragraph 3.11.11, page 11)
  - i. D&H Prescription Drug Company employs knowledgeable, trustworthy individuals who consistently attend conferences as well as participate in on-line education in order to stay current with pharmacy practices. All employees are required to attend a general orientation as well as a job-specific orientation upon hire to ensure that they are proficient in their job skills before allowing them to work without supervision. Periodic inservices are also held on-site to enhance employees' education. Pharmacy staff is well-versed in pharmaceutical vernacular. In addition, our pharmacy staff is accustomed to working with other healthcare professionals to ensure the client is receiving the appropriate and correct medication.
- l. Stock (paragraph 3.11.12, page 11)
  - i. D&H Prescription Drug Company will make every effort to fill an inmate's prescription the day it is received. In the unlikely event that it is not possible to fill a prescription on the same day it is received, the prescription will be filled the next day. When D&H places an order with our wholesaler in the evening hours, we are able to receive that medication order the next morning.
- m. Dispensing Process (paragraph 3.11.13, page 11)
  - i. Pharmacists and pharmacy technicians employed by D&H Prescription Drug Company adhere to all local, state, and federal laws. Medications are handled and dispensed according to legal, ethical, and professional standards. Unless stated differently by the physician, the least expensive drugs (generic) are dispensed. D&H Prescription Drug Company agrees to contact the Boone County Medical Representative if the need for an exception arises.
- n. Therapeutic Equivalence (paragraph 3.11.14, page 11)
  - i. In adherence with Missouri state law, D&H Prescription Drug Company ensures that a prescription drug is therapeutically equivalent ("A" rating) by the FDA as published in the current edition of the Approved Drug Products with Therapeutic Equivalent Evaluations.



- o. Confidentiality (paragraph 3.11.15, page 11)
  - i. As with all of D&H's clients, we agree to maintain the confidentiality of Boone County's client information. All client information will remain confidential. All D&H employees receive annual training on client confidentiality/HIPAA, and only those employees who are working on a client's order will access that client's information. The employee will only access the client's account in order to appropriate fill orders pending for that client.
- p. Disclosure of Client Information (paragraph 3.11.16, page 11)
  - i. Only those employees who are working to fill a particular client's order will have access to that client's record. Information will not be shared with unauthorized personnel or unauthorized parties. D&H Prescription Drug Company follows all local, state, and federal regulations regarding client privacy, and all D&H employees complete an annual competency on client privacy rules and regulations.
- q. Invoices (paragraph 3.11.17, page 11-12)
  - i. D&H Prescription Drug Company agrees to provide The County with an invoice when delivering the monthly report. The invoice will include information to allow for a proper audit and post-audit. All invoices will include: service date(s); inmate name; itemized list of prescription names, prescription numbers, dosage, quantity and price.
  - ii. D&H Prescription Drug Company agrees to submit a monthly statement to the Boone county Jail for payment. (paragraph 3.11.18, page 12)
- r. Usage Reports (paragraph 3.11.19, page 12) *Please see attached example of Usage Report*
  - i. D&H Prescription Drug Company agrees to provide the Boone County Medical Representative with monthly reports that contain the following information:
    1. Patient, medication name, strength, number dispense, cost
    2. Medication name, strength, quantity dispensed, cost, number of prescriptions, number of returns
    3. Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions
  - ii. Quarterly and Year End Reports (paragraph 3.11.19.1, page 12)
    1. D&H Prescription Drug Store agrees to provide The County with quarterly and year end reports that contain all of the information outlined on page 12 of the request for proposal and in the addendum. In addition, D&H agrees to provide those reports to the County by the 10<sup>th</sup> day of each month following quarter end. These reports will be provided both on paper and electronically upon request.

Drug	Total # of Orders	Strength	Total # of Units
Abdominal pads 5x9	2		16
Abilify	4	10mg	59
Alprazolam	2	1mg	38
Amiodarone	5	200mg	75
Amitriptyline	1	10mg	22
Amitriptyline	7	25mg	102
Amitriptyline	9	50mg	137
Amitriptyline	8	75mg	103
Amitriptyline	10	100mg	147
Amitriptyline	5	150mg	64
Amlodipine	2	5mg	25
Amlodipine	1	10mg	22
Amoxicillin/Clav	1	500/125mg	30
Amoxicillin/Clav	1	875/125mg	20
Antacid chewables	4	500mg	13200
Acetaminophen/Codeine	1	300/30mg	114
Athletic Supporter large	1		1
Atripia	10	600/200/300mg	300
Azelastine eye drops	1	0.05%	6ml
Azithromycin	1	600mg	4
Baclofen	2	20mg	84
BC Headache powder	1		250
Benzoyl Peroxide gel	1	5%	90gm
Benzoyl Peroxide wash	1	10%	237gm
Benzotropine	5	0.5mg	138
Benzotropine	16	1mg	324
Bisacodyl	1	5mg	60
Blink Contacts	3		30
Brimonidine eye drops	1	0.15%	5ml
Bupropion SR	3	100mg	43
Bupropion SR	21	150mg	661
Bupropion XL	23	150mg	327
Bupropion XL	24	300mg	334
Buspirone	4	5mg	152
Buspirone	14	10mg	371
Buspirone	20	15mg	580
Butalbital/Acet/Caff	17	325/50/40mg	972
Cal Citrate + D	1		16
Calcium Acetate	1	667mg	140
Captopril	2	25mg	56
Captopril	2	50mg	52
Carbamazepine chewable	1	100mg	21
Carbamazepine	30	200mg	1023
Carvedilol	5	6.25mg	152
Carvedilol	1	25mg	36

Drug		Strength	Quantity
Ceftriaxone inj	2	250mg	20
Ceftriaxone inj	3	1gm	4
Chlordiazepoxide	23	25mg	820
Chlorhexidine rinse	3	0.12%	1419ml
Chlorpromazine	6	25mg	151
Chlorpromazine	17	50mg	315
Chlorpromazine	30	100mg	642
Chlorpromazine	7	200mg	99
Ciprofloxacin	2	500mg	20
Citalopram	23	20mg	339
Citalopram	64	40mg	879
Clobetasol cream	2	0.05%	60gm
Clomipramine	1	25mg	42
Clonazepam	14	0.5mg	218
Clonazepam	4	1mg	51
Clonidine	3	0.1mg	71
Clonidine	1	0.2mg	18
Creon	1	6000 units	120
Curity plain packing strip	3	1/4"	6
Cyclobenzaprine	12	10mg	278
Cymbalta	10	30mg	142
Depo-Medrol injection	2	40mg/ml	40ml (4 bottles)
Desmopressin	1	0.2mg	7
Dicyclomine	2	20mg	58
Digoxin	9	0.125mg	132
Diltiazem ER	1	240mg	5
Diltiazem CD	4	180mg	56
Diphenoxylate/Atropine	7		210
Divalproex DR	16	250mg	665
Divalproex DR	17	500mg	589
Divalproex ER	5	250mg	99
Divalproex ER	12	500mg	386
Doxepin	2	25mg	99
Ear Plugs	1		1 pair
Effient	1	10mg	30
Empty 12 oz bottle	2		74
Epzicom	4	600/300mg	120
Fluconazole	1	150mg	3
Fluconazole	7	200mg	99
Fluticasone nasal spray	1	50mcg/spray	1 bottle
Folic Acid	1	1mg	100
Furosemide	2	20mg	34
Furosemide	1	40mg	10
Gabapentin	4	100mg	250
Gabapentin	10	300mg	279

Drug		Strength	Quantity
Gabapentin	3	400mg	84
Gabapentin	34	600mg	925
Gabapentin	21	800mg	723
Gemfibrozil	18	600mg	499
Glucerna chocolate shake	1		5688ml
Glyburide	11	5mg	350
Guaifenesin solution	2	100mg/5ml	2596ml
Haloperidol Dec injection	4	100mg/ml	8ml
Haloperidol	2	0.5mg	74
Haloperidol	3	2mg	30
Haloperidol	16	5mg	313
Hernia Belt	1		1
Hibiclens liquid	2	4%	2160ml
Humulin N Insulin	7		120ml (12 vials)
Humulin R insulin	5		69ml (6 10ml vials + 3 3ml vials)
Hydrocodone/APAP	3	5/325mg	142
Hydrocodone/APAP	6	5/500mg	552
Hydrocortisone suppositories	2	25mg	48
Hydrogen Peroxide	2	3%	18 bottles (8514ml)
Hygienic cleansing pad	1		100
Iodoform packing strip	1	1/4"	1 roll
Isosorbide Dinitrate	3	10mg	79
Johnson's Baby Shampoo	2		14 bottles
Ketorolac injection	1	30mg/ml	40ml
Konsyl Powder	1		1 bottle (397gm)
Lamotrigine	1	25mg	28
Lamotrigine	4	100mg	84
Lamotrigine	12	200mg	173
Lansoprazole	3	15mg	38
Lansoprazole	3	30mg	54
Lantus Insulin	7		80 (8 vials)
Levetiracetam	7	500mg	198
Levetiracetam	2	1000mg	122
Levothyroxine	1	25mcg	9
Levothyroxine	2	50mcg	29
Levothyroxine	1	100mcg	15
Levothyroxine	1	125mcg	2
Levothyroxine	1	150mcg	21
Levothyroxine	1	175mcg	5
Lithium Carbonate	3	150mg	116
Lithium Carbonate	11	300mg	184
Lithium Carbonate ER	8	450mg	220
Loperamide	1	2mg	30
Loratadine	14	10mg	201
Lorazepam	2	0.5mg	73

Drug		Strength	Quantity
Lorazepam	2	1mg	59
Lovastatin	15	20mg	211
Lovastatin	6	40mg	148
Loxapine	1	10mg	38
Loxapine	1	25mg	9
Magnesium Citrate solution	1		3 bottles (888ml)
Maximum D3	9	10,000 IU	123
Medipore rolls	3		4
Mediscope	1		1
Medroxyprogesterone vial	1	150mg/ml	1ml
Meloxicam	1	7.5mg	14
Meloxicam	8	15mg	128
Metamucil	11		330 packets
Metaxalone	1	800mg	26
Metformin	5	500mg	146
Metformin	16	1000mg	460
Metoprolol Tartrate	3	25mg	52
Metoprolol Tartrate	3	50mg	56
Metoprolol Tartrate	1	100mg	56
Metoprolol Succinate XL	1	25mg	14
Metoprolol Succinate XL	2	100mg	28
Minerin Cream	3		6 jars (2724 grams)
Minoxidil	1	10mg	56
Mirtazapine	63	15mg	888
Mirtazapine	28	30mg	391
Mirzapine	3	45mg	43
Morphine Sulfate ER	3	15mg	106
Morphine Sulfate ER	1	30mg	60
Morphine Sulfate ER	1	60mg	6
Morphine Sulfate ER	1	100mg	74
Mupirocin ointment	2	2%	2 tubes (44 grams)
Nabumetone	2	500mg	132
Naproxen	16	500mg	432
Neomycin/Polym/HC ear drops	1		1 bottle (10ml)
Niacin	2	100mg	280
Norvir softgels	3	100mg	90
Olanzapine	2	15mg	28
Oxcarbazepine	1	300mg	36
Oxycodone IR	1	10mg	42
Oxycodone/APAP	2	5/325mg	106
Oxycodone/APAP	3	10/325mg	68
Paroxetine	21	10mg	277
Paroxetine	5	20mg	123
Paroxetine	3	30mg	84
Paroxetine	17	40mg	238

Drug		Strength	Quantity
Permethrin cream	1	5%	4 tubes (240grams)
Phenytoin ER	2	100mg	78
Potassium Chloride Micro ER	6	10meq	165
Pravastatin	1	40mg	15
Prazosin	9	1mg	170
Prazosin	9	2mg	209
Prednisolone eye drops	1	1%	1 bottle (15ml)
Prednisone	1	5mg	2
Prednisone	1	10mg	13
Prednisone	2	20mg	10
Prezista	4	600mg	240
Promethazine	5	25mg	150
Propranolol	1	10mg	14
Propranolol	1	20mg	28
Qvar inhaler	2	40mcg	2 inhalers (18 grams)
Qvar inhaler	1	80mcg	8 inhalers (72 grams)
Renvela	1	800mg	43
Reyataz	2	300mg	60
Rifampin	3	300mg	40
Risperdal Consta	3	25mg	3
Risperdal Consta	1	37.5mg	1
Risperidone	20	0.5mg	450
Risperidone	6	1mg	91
Risperidone	21	2mg	444
Risperidone	9	3mg	127
Risperidone	15	4mg	210
Salsalate	1	500mg	84
Salsalate	5	750mg	316
Selsun Blue shampoo	1		8 bottles (944ml)
Sensodyne mint toothpaste	1		36 tubes (4068 grams)
Serevent Diskus Inhaler	1		1 Inhaler
Seroquel XR	1	300mg	14
Sertraline	1	25mg	3
Sertraline	11	50mg	256
Sertraline	26	100mg	620
Simvastatin	3	10mg	31
Simvastatin	5	20mg	71
Simvastatin	2	40mg	19
Skelaxin	1	800mg	20
Sodium Chloride injection	1		12000ml
Sodium Chloride nebulizer solution	2	0.9%	200 vials (600ml)
Spironolactone	10	25mg	156
Sucalfate	1	1gm	70
Tamsulosin	1	0.4mg	7
Tena Protect large	1		16

- s. Medication Profile (paragraph 3.11.20, page 12)
  - i. D&H Prescription Drug Company agrees to maintain an individual medication profile, including demographic information and allergy history, for each inmate. This profile will be available upon request to the Boone County Jail Medical Supervisor and will be available in a format our system allows to transfer to a new Contractor should a new Contractor be chosen for the next contract period. Any additional format conversion to make information usable will be the new recipient's responsibility. The medication profile will be property of the Boone County Jail Medical Supervisor.

XI. Evaluation (paragraph 4.1.4, page 15)

- a. Experience and reliability (paragraph 4.1.4.1, page 15)
  - i. D&H Prescription Drug Company has been in business for 56 years. As Columbia's oldest locally-owned pharmacy, the business has earned the trust of the community. Our pharmacy staff is knowledgeable with our pharmacists representing a combined 150 years of experience.
- b. Qualifications Statement/References (paragraph 4.1.4.2, page 15)
  - i. D&H Prescription Drug Company has possessed the Boone County Jail contract for the past two cycles. Because we do not participate in any other County contracts, we are able to focus on and prioritize the Boone County Jail contract.
  - ii. Names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience, including certifications and training history and experience.
    - 1. J. Blaine Alberty, RPh
      - a. D&H Prescription Drug Company President
      - b. Will direct the operations of the contract between D&H Prescription Drug Company and the Boone County Jail
      - c. Attended University of Missouri, Kansas City where he received a Bachelor of Science in Pharmacy degree in 1973
      - d. Work history:
        - i. 1973-1975: Providence St. Margaret's Hospital, Kansas City, KS
        - ii. 1975-present: D&H Prescription Drug Company
    - 2. J. Darran Alberty, RPh, Pharm. D
      - a. D&H Prescription Drug Company Vice President
      - b. Attended St. Louis College of Pharmacy where he received a Bachelor of Science in Pharmacy degree in 1997 and a Doctor of Pharmacy degree in 1998.
      - c. Work history:
        - i. 1998-present: D&H Prescription Drug Company
      - d. Past president of the Missouri Pharmacy Association
    - 3. Tanya Alberty, RPh

- a. Attended St. Louis College of Pharmacy where she received a Bachelor of Science in Pharmacy degree in 1997.
  - b. Work history:
    - i. 1997-2000: University of Missouri Pharmacy
    - ii. 2001-present: D&H Prescription Drug Company
- 4. Anita Alspaw, Registered Pharmacy Technician
  - a. Became a registered pharmacy technician in 1990
  - b. Became a certified pharmacy technician in 2001
  - c. Over 30 years of pharmacy technician experience in the following settings: hospital, long term care, and retail.
  - d. Experience includes preparing chemotherapy, IV's, IVPBs, TPNS, compounds, and cards for long term care use.
- 5. Triston Brownfield, RPh
  - a. Attended St. Louis College of Pharmacy where he received a Bachelor of Science in Pharmacy degree in 1997
  - b. Over five years of hospital pharmacy experience
  - c. Over 10 years of retail pharmacy experience
  - d. Employed at D&H Prescription Drug Company for nine years
    - i. Experienced in filling Boone County Jail orders as well as nursing home orders
- 6. Gene Forrester, RPh
  - a. Attended St. Louis College of Pharmacy where he received a Bachelor of Science in Pharmacy degree in 1974
  - b. Work history
    - i. 1974-1976: Super X Drug, Columbia, MO
    - ii. 1976-present: D&H Prescription Drug Company
      - 1. Pharmacist in Charge: 1987-present
      - 2. Ownership: 1987-present
  - c. Professional:
    - i. Missouri Pharmacy Foundation
      - 1. Board member: 1980-present
      - 2. President: 1989-present
    - ii. Division of Social Services
      - 1. Medicaid DUR Committee member 1980-1987
      - 2. Drug Prior Authorization member 1990-present
    - iii. Missouri Board of Pharmacy
      - 1. Drug Distributor Advisory Committee member 1990-2006
      - 2. Board advisor on numerous committees
    - iv. Missouri Care MC+
      - 1. P&T Committee member 1997-2009
- 7. Erica Hopkins-Wadlow, RPh, Pharm. D



- a. Attended University of Missouri-Kansas City School of Pharmacy where she received a Doctor of Pharmacy degree in 2007
  - b. Attended the University of Missouri-Columbia where she received a Bachelor of Science in Biological Sciences degree in 2002
  - c. Work history
    - i. 2003-present: D&H Prescription Drug Company
      - 1. Pharmacy intern and pharmacist in charge
  - d. Professional:
    - i. Adjunct Clinical Assistant Professor – UMKC School of Pharmacy, Columbia Satellite Campus, 2011-present
    - ii. Preceptor, community pharmacy practice, 2007-present
    - iii. Missouri Pharmacy Association
      - 1. Member 2002-present
      - 2. Secretary 2011-present
      - 3. Student committee chair 2009-present
      - 4. Technician committee 2009-present
      - 5. Senior care committee 2009-present
    - iv. American Pharmacist Association member 2007-present
    - v. National Community Pharmacist Association member 2005-present
8. Muriel Vincent, RPh
- a. Attended Rhodes University in Grahamstown, South Africa where she received a Bachelor of Pharmacy degree in 1979
  - b. Work History
    - i. D&H Prescription Drug Company, 2002-present
      - 1. Staff pharmacist
    - ii. Rand City Pharmacy, Johannesburg, South Africa, 1997-1998
      - 1. Retail pharmacist
  - iii. D&H Prescription Drug Company has had no other businesses or government agencies/municipalities for which we have provided similar services in the last five years.
- c. Licenses, Certifications, Accreditation, and/or Permits (paragraph 4.1.4.3, page 15)
- i. The following licenses, certifications, accreditations, and/or permits are attached to this proposal:
    - 1. Boone County Merchant License
    - 2. City of Columbia Business License
    - 3. Bureau of Narcotics and Dangerous Drugs (Missouri Department of Health)
    - 4. Missouri Pharmacy License

5. Controlled Substance Registration Certificate
6. Combat Methamphetamine Epidemic Act Requirements Certificate
7. Healthcare Quality Association on Accreditation (home medical equipment accreditation)

2012 BOONE COUNTY MERCHANT LICENSE

Owner..... D&H PRESCRIPTION DRUG STORE #2

Location.. D & H PRESCRIPTION DRUG STORE #2  
1812 PARIS RD  
COLUMBIA MO 65201-0000

License..... 2012 428  
Sales Tax Id.. 111781910

D & H PRESCRIPTION DRUG STORE #2  
1814 PARIS RD  
COLUMBIA MO 65201-0000

Applicant... J. BLAINE ALBERTY

This license authorizes the business shown above to vend goods, wares  
and merchandise at any one place within Boone County.

BY ORDER OF THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

Effective Date: 1/01/2012

Expiration Date: 12/31/2012

SEAL



Not valid unless marked  
paid by Collector

\* \* \* \* \*  
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\* \* \* \* \*

Paid Date: 11/22/2011

Attest:

Wendy S. Noren, County Clerk

BY: Wendy S. Noren

Total 25.00

Patricia S. Lensmeyer, County Collector

BY: Patricia S. Lensmeyer

June Pitchford, County Auditor

BY: June Pitchford

Bill Number... 2012 M 14

This license must be posted in a conspicuous  
place in the business herein described

**BUSINESS COPY**



City of Columbia, MO.

**BUSINESS LICENSE**

POST IN A CONSPICUOUS PLACE

Beginning 1st day of July a penalty of 15% of the annual fee will be charged each month or partial month the license remains unpaid.

13 00001177 ← LICENSE NO.

CONTROL NO.

977

The Licensee named herein having paid to the City of Columbia the Required Fee, license is hereby granted said Licensee to transact the business herein set forth, for the period stated, in conformity with the provisions of Ordinances of this city.

CLASS OF BUSINESS		THRU	6/30/13
GEN BUS LIC - INSIDE CITY (W/O STD)		DATE OF ISSUE	
BUSINESS LOCATION	1814 PARIS RD	5/30/12	\$ [REDACTED]
			TOTAL

D & H PRESCRIPTION DRUG STORE

D & H PRESCRIPTION DRUG STORE  
1814 PARIS ROAD  
COLUMBIA MO 65201

MANAGER

PHONE NUMBER

*Janice W. Finley*  
LICENSE OFFICIAL

MISSOURI REGISTRATION NUMBER

**519**

**BUREAU OF NARCOTICS AND DANGEROUS DRUGS  
MISSOURI DEPARTMENT OF HEALTH**

Direct Inquiries to:  
P.O. Box 570  
Jefferson City, MO 65102

EXPIRATION DATE

**December 31, 2013**

**MISSOURI CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE**  
THIS REGISTRATION IS NOT TRANSFERABLE AND IS VALID ONLY AT PLACE OF BUSINESS INDICATED BELOW.

PROFESSIONAL ACTIVITY

**RETAIL PHARMACY**

CONTROLLED SUBSTANCE SCHEDULE(S)

**2,3,4,5**

**D & H PRESCRIPTION DRUG STORE 2 INC  
1814 PARIS RD  
COLUMBIA, MO 65201**

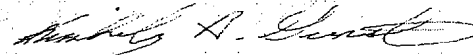
# State of Missouri

Department of Insurance, Financial Institutions and Professional Registration  
Division of Professional Registration  
Missouri Board of Pharmacy  
Pharmacy

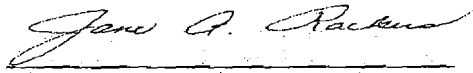
Class A, C

VALID THROUGH OCTOBER 31, 2013  
ORIGINAL CERTIFICATE/LICENSE NO. 003258

D & H PRESCRIPTION DRUG  
D & H PRESCRIPTION DRUG STORE  
TRISTON BROWNFIELD, PIC  
1814 PARIS RAOD  
COLUMBIA MO 65201  
USA



EXECUTIVE DIRECTOR



DIVISION DIRECTOR

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AD6379653	06-30-2015	\$731

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	05-16-2012

D&H PRESCRIPTION DRUG STORE 2  
1814 PARIS ROAD  
COLUMBIA, MO 65201 5538

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

Form DEA-223 (05/04)

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

DEA-598  
Granted: February-14-2012

ID# 110181608  
Expires: February-28-2013



## Self-Certification of Compliance

is hereby granted to

D&H PRESCRIPTION DRUG STORE 2  
1814 PARIS ROAD  
COLUMBIA, MO 65201-5538

The above referenced entity self-certifies that it is in compliance with all provisions related to the sale of ephedrine, pseudoephedrine, or phenylpropanolamine, as required by the

## **COMBAT METHAMPHETAMINE EPIDEMIC ACT REQUIREMENTS**

Self-Certified by

Triston Brownfield

The certifier affirms that he/she understands and agrees to comply with all the requirements specified in the Title 21 United States Code, Section 830. Fraudulent statements are subject to 18.U.S.C.1001 penalties.



# Award of Accreditation

For DMEPOS Products & Services

Awarded to

**D&H Prescription Drug Company, Incorporated**

**Columbia, MO**

HQAA ID # RT1Y8A7OL

On this day of

**August 24, 2011**

*For the dedicated commitment of demonstrating  
high standards of quality in business and patient care.*

Healthcare  
**QUALITY**  
ASSOCIATION ON ACCREDITATION®

  
Executive Director Signature

This accreditation award is in effect for three years from the above date.



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail**

**ADDENDUM #4 - Issued July 25, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Attached is a usage report for the period 1/1/2012 through 6/30/2012.

2. The County received the following questions and is providing a response:

3.8.2 Pharmacy Consultations

1. Would they want over the phone or face to face?

**Response:** They could be over the phone or face to face depending on the problem, but by phone in most instances would be sufficient.

2. If over the phone would the pharmacist speak to the inmate or Boone County Jail Staff or medical staff?

**Response:** Pharmacist would speak to medical staff at the jail.

3. Estimated frequency of the request?

**Response:** Once monthly for special orders

4. If face to face how much notification for a consultation request and acceptable response time?

**Response:** To date, we've only had phone consultations.

3.11.3 Packaging

1. Are OTC required to be blister packed or can they be dispensed in their original packaging

**Response:** 99% of all blister packaging is done by Jail Medical Staff; only on rare situations when the 800 mg Tylenol may run out of stock would we require the pharmacy to blister pack a medication.

3.11.19.Reporting

1. Quarterly reports are due on the 10<sup>th</sup> of the month. When are the monthly and annual reports due?

**Response:** The County requests the Annual Report by the 15<sup>th</sup> of the new year and the Monthly reports by the 15<sup>th</sup> of the succeeding month.

By: Melinda Bobbitt  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #4 to Request for Bid # **38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

Drug	Total # of Orders	Strength	Total # of Units
Abdominal pads 5x9	2		16
✓ Abilify	4	10mg	59
✓ Alprazolam	2	1mg	38
✓ Amiodarone	5	200mg	76
Amitriptyline	1	10mg	22
✓ Amitriptyline	7	25mg	102
Amitriptyline	9	50mg	137
Amitriptyline	8	75mg	103
Amitriptyline	10	100mg	147
Amitriptyline	5	150mg	64
Amlodipine	2	5mg	25
✓ Amlodipine	1	10mg	22
Amoxicillin/Clav	1	500/125mg	30
✓ Amoxicillin/Clav	1	875/125mg	20
Antacid chewables	4	500mg	13200
Acetaminophen/Codeine	1	300/30mg	114
Athletic Supporter large	1		1
Atripla	10	600/200/300mg	300
Azelastine eye drops	1	0.05%	6ml
Azithromycin	1	600mg	4
Baclofen	2	20mg	84
BC Headache powder	1		250
Benzoyl Peroxide gel	1	5%	90gm
Benzoyl Peroxide wash	1	10%	237gm
Benztropine	5	0.5mg	138
Benztropine	16	1mg	324
Bisacodyl	1	5mg	60
Blink Contacts	3		30
Brimonidine eye drops	1	0.15%	5ml
Bupropion SR	3	100mg	43
Bupropion SR	21	150mg	661
Bupropion XL	23	150mg	327
Bupropion XL	24	300mg	334
Buspirone	4	5mg	152
Buspirone	14	10mg	371
Buspirone	20	15mg	580
Butalbital/Acet/Caff	17	325/50/40mg	972
Cal Citrate + D	1		16
Calcium Acetate	1	667mg	140
Captopril	2	25mg	56
Captopril	2	50mg	52
Carbamazepine chewable	1	100mg	21
Carbamazepine	30	200mg	1023
Carvedilol	5	6.25mg	152
Carvedilol	1	25mg	36

Drug		Strength	Quantity
Ceftriaxone inj	2	250mg	20
Ceftriaxone inj	3	1gm	4
Chlordiazepoxide	23	25mg	820
Chlorhexidine rinse	3	0.12%	1419ml
Chlorpromazine	6	25mg	151
Chlorpromazine	17	50mg	315
Chlorpromazine	30	100mg	642
Chlorpromazine	7	200mg	99
Ciprofloxacin	2	500mg	20
Citalopram	23	20mg	339
Citalopram	64	40mg	879
Clobetasol cream	2	0.05%	60gm
Clomipramine	1	25mg	42
Clonazepam	14	0.5mg	218
Clonazepam	4	1mg	51
Clonidine	3	0.1mg	71
Clonidine	1	0.2mg	18
Creon	1	6000 units	120
Curity plain packing strip	3	1/4"	6
Cyclobenzaprine	12	10mg	278
Cymbalta	10	30mg	142
Depo-Medrol injection	2	40mg/ml	40ml (4 bottles)
Desmopressin	1	0.2mg	7
Dicyclomine	2	20mg	58
Digoxin	9	0.125mg	132
Diltiazem ER	1	240mg	5
Diltiazem CD	4	180mg	56
Diphenoxylate/Atropine	7		210
Divalproex DR	16	250mg	665
Divalproex DR	17	500mg	589
Divalproex ER	5	250mg	99
Divalproex ER	12	500mg	386
Doxepin	2	25mg	99
Ear Plugs	1		1 pair
Effient	1	10mg	30
Empty 12 oz bottle	2		74
Epzicom	4	600/300mg	120
Fluconazole	1	150mg	3
Fluconazole	7	200mg	99
Fluticasone nasal spray	1	50mcg/spray	1 bottle
Folic Acid	1	1mg	100
Furosemide	2	20mg	34
Furosemide	1	40mg	10
Gabapentin	4	100mg	250
Gabapentin	10	300mg	279

Drug		Strength	Quantity
Gabapentin	3	400mg	84
Gabapentin	34	600mg	925
Gabapentin	21	800mg	723
Gemfibrozil	18	600mg	499
Glucerna chocolate shake	1		5688ml
Glyburide	11	5mg	350
Guaifenesin solution	2	100mg/5ml	2596ml
Haloperidol Dec injection	4	100mg/ml	8ml
Haloperidol	2	0.5mg	74
Haloperidol	3	2mg	30
Haloperidol	16	5mg	313
Hernia Belt	1		1
Hibiclens liquid	2	4%	2160ml
Humulin N insulin	7		120ml (12 vials)
Humulin R insulin	5		69ml (6 10ml vials + 3 3ml vials)
Hydrocodone/APAP	3	5/325mg	142
Hydrocodone/APAP	6	5/500mg	552
Hydrocortisone suppositories	2	25mg	48
Hydrogen Peroxide	2	3%	18 bottles (8514ml)
Hygienic cleansing pad	1		100
Iodoform packing strip	1	1/4"	1 roll
Isosorbide Dinitrate	3	10mg	79
Johnson's Baby Shampoo	2		14 bottles
Ketorolac injection	1	30mg/ml	40ml
Konsyl Powder	1		1 bottle (397gm)
Lamotrigine	1	25mg	28
Lamotrigine	4	100mg	84
Lamotrigine	12	200mg	173
Lansoprazole	3	15mg	38
Lansoprazole	3	30mg	54
Lantus insulin	7		80 (8 vials)
Levetiracetam	7	500mg	198
Levetiracetam	2	1000mg	122
Levothyroxine	1	25mcg	9
Levothyroxine	2	50mcg	29
Levothyroxine	1	100mcg	15
Levothyroxine	1	125mcg	2
Levothyroxine	1	150mcg	21
Levothyroxine	1	175mcg	5
Lithium Carbonate	3	150mg	116
Lithium Carbonate	11	300mg	184
Lithium Carbonate ER	8	450mg	220
Loperamide	1	2mg	30
Loratadine	14	10mg	201
Lorazepam	2	0.5mg	73

Drug		Strength	Quantity
Lorazepam	2	1mg	59
Lovastatin	15	20mg	211
Lovastatin	6	40mg	148
Loxapine	1	10mg	38
Loxapine	1	25mg	9
Magnesium Citrate solution	1		3 bottles (888ml)
Maximum D3	9	10,000 IU	123
Medipore rolls	3		4
Mediscope	1		1
Medroxyprogesterone vial	1	150mg/ml	1ml
Meloxicam	1	7.5mg	14
Meloxicam	8	15mg	128
Metamucil	11		330 packets
Metaxalone	1	800mg	26
Metformin	5	500mg	146
Metformin	16	1000mg	460
Metoprolol Tartrate	3	25mg	52
Metoprolol Tartrate	3	50mg	56
Metoprolol Tartrate	1	100mg	56
Metoprolol Succinate XL	1	25mg	14
Metoprolol Succinate XL	2	100mg	28
Minerin Cream	3		6 jars (2724 grams)
Minoxidil	1	10mg	56
Mirtazapine	63	15mg	888
Mirtazapine	28	30mg	391
Mirtazapine	3	45mg	43
Morphine Sulfate ER	3	15mg	106
Morphine Sulfate ER	1	30mg	60
Morphine Sulfate ER	1	60mg	6
Morphine Sulfate ER	1	100mg	74
Mupirocin ointment	2	2%	2 tubes (44 grams)
Nabumetone	2	500mg	132
Naproxen	16	500mg	432
Neomycin/Polym/HC ear drops	1		1 bottle (10ml)
Niacin	2	100mg	280
Norvir softgels	3	100mg	90
Olanzapine	2	15mg	28
Oxcarbazepine	1	300mg	36
Oxycodone IR	1	10mg	42
Oxycodone/APAP	2	5/325mg	106
Oxycodone/APAP	3	10/325mg	68
Paroxetine	21	10mg	277
Paroxetine	5	20mg	123
Paroxetine	3	30mg	84
Paroxetine	17	40mg	238

Drug		Strength	Quantity
Permethrin cream	1	5%	4 tubes (240grams)
Phenytoin ER	2	100mg	78
Potassium Chloride Micro ER	6	10meq	165
Pravastatin	1	40mg	15
Prazosin	9	1mg	170
Prazosin	9	2mg	209
Prednisolone eye drops	1	1%	1 bottle (15ml)
Prednisone	1	5mg	2
Prednisone	1	10mg	13
Prednisone	2	20mg	10
Prezista	4	600mg	240
Promethazine	5	25mg	150
Propranolol	1	10mg	14
Propranolol	1	20mg	28
Qvar inhaler	2	40mcg	2 inhalers (18 grams)
Qvar inhaler	1	80mcg	8 inhalers (72 grams)
Renvela	1	800mg	43
Reyataz	2	300mg	60
Rifampin	3	300mg	40
Risperdal Consta	3	25mg	3
Risperdal Consta	1	37.5mg	1
Risperidone	20	0.5mg	450
Risperidone	6	1mg	91
Risperidone	21	2mg	444
Risperidone	9	3mg	127
Risperidone	15	4mg	210
Salsalate	1	500mg	84
Salsalate	5	750mg	316
Selsun Blue shampoo	1		8 bottles (944ml)
Sensodyne mint toothpaste	1		36 tubes (4068 grams)
Serevent Diskus inhaler	1		1 inhaler
Seroquel XR	1	300mg	14
Sertraline	1	25mg	3
Sertraline	11	50mg	256
Sertraline	26	100mg	620
Simvastatin	3	10mg	31
Simvastatin	5	20mg	71
Simvastatin	2	40mg	19
Skelaxin	1	800mg	20
Sodium Chloride injection	1	0.9%	12000ml
Sodium Chloride nebulizer solution	2	0.9%	200 vials (600ml)
Spironolactone	10	25mg	156
Sucralfate	1	1gm	70
Tamsulosin	1	0.4mg	7
Tena Protect large	1		16



Drug		Strength	Quantity
Tetanus Toxoid injection	1		10ml
Theophylline ER	1	300mg	28
Thyroid Armour	7	1grain/60mg	192
Topiramate	3	200mg	124
Tramadol ER	5	100mg	67
Tramadol ER	3	200mg	124
Tramadol ER	16	300mg	207
Travatan Z eye drops	1	0.004%	3ml
Triamcinolone cream	5	0.1%	295 grams
Triamcinolone ointment	2	0.1%	30 grams
Trimethopr/Polymyxn eye drops	1		20ml
Truetrack Smart System	1		2
Truetrack Strips	3		1800
Truvada	2		60
Tubersol injection	1	5/0.1ml	1
Ulticare Syringes	1	29 gauge, 0.5ml	30
Unistik 2 lancets	1		50
Venlafaxine	1	25mg	28
Venlafaxine	3	37.5mg	26
Venlafaxine	23	75mg	762
Venlafaxine ER	3	37.5mg	26
Venlafaxine ER	18	75mg	256
Venlafaxine ER	14	150mg	210
Ventolin inhaler	6		62 inhalers (1116 grams)
Viread	1	300mg	30
Vitamin B-1	1	100mg	100
Vitamin B-12	4	500mcg	440
Vitamin D3	1	400 units	100
Vitamin D3	1	1000 units	4
Vitamin D3 Cholecalciferol	6	50,000 IU	19
Vitamin E cream	1		57 grams
Walker Brace—large tall	1		1
Warfarin	1	2.5mg	7
Warfarin	6	5mg	98
Warfarin	5	7.5mg	22
Warfarin	1	10mg	7
Wrist Splint—medium	2		2
Ziagen	2	300mg	120
Zonisamide	2	100mg	64



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail**

**ADDENDUM #3 - Issued July 23, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Attached is the usage report for the period 1/1/2012 through 6/30/2012.

By: Melinda Bobbitt  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #3 to Request for Bid # **38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

Drug	Strength	Quantity
Abdominal pads 5x9		16
Abilify	10mg	59
Alprazolam	1mg	38
Amiodarone	200mg	76
Amitriptyline	10mg	22
Amitriptyline	25mg	102
Amitriptyline	50mg	137
Amitriptyline	75mg	103
Amitriptyline	100mg	147
Amitriptyline	150mg	64
Amlodipine	5mg	25
Amlodipine	10mg	22
Amoxicillin/Clav	500/125mg	30
Amoxicillin/Clav	875/125mg	20
Antacid chewables	500mg	13200
Acetaminophen/Codeine	300/30mg	114
Athletic Supporter large		1
Atripla	600/200/300mg	300
Azelastine eye drops	0.05%	6ml
Azithromycin	600mg	4
Baclofen	20mg	84
BC Headache powder		250
Benzoyl Peroxide gel	5%	90gm
Benzoyl Peroxide wash	10%	237gm
Benzotropine	0.5mg	138
Benzotropine	1mg	324
Bisacodyl	5mg	60
Blink Contacts		30
Brimonidine eye drops	0.15%	5ml
Bupropion SR	100mg	43
Bupropion SR	150mg	661
Bupropion XL	150mg	327
Bupropion XL	300mg	334
Buspirone	5mg	152
Buspirone	10mg	371
Buspirone	15mg	580
Butalbital/Acet/Caff	325/50/40mg	972
Cal Citrate + D		16
Calcium Acetate	667mg	140
Captopril	25mg	56
Captopril	50mg	52
Carbamazepine chewable	100mg	21
Carbamazepine	200mg	1023
Carvedilol	6.25mg	152
Carvedilol	25mg	36

Drug	Strength	Quantity
Ceftriaxone inj	250mg	20
Ceftriaxone inj	1gm	4
Chlordiazepoxide	25mg	820
Chlorhexidine rinse	0.12%	1419ml
Chlorpromazine	25mg	151
Chlorpromazine	50mg	315
Chlorpromazine	100mg	642
Chlorpromazine	200mg	99
Ciprofloxacin	500mg	20
Citalopram .	20mg	339
Citalopram	40mg	879
Clobetasol cream	0.05%	60gm
Clomipramine	25mg	42
Clonazepam	0.5mg	218
Clonazepam	1mg	51
Clonidine	0.1mg	71
Clonidine	0.2mg	18
Creon	6000 units	120
Curity plain packing strip	1/4"	6
Cyclobenzaprine	10mg	278
Cymbalta	30mg	142
Depo-Medrol injection	40mg/ml	40ml (4 bottles)
Desmopressin	0.2mg	7
Dicyclomine	20mg	58
Digoxin	0.125mg	132
Diltiazem ER	240mg	5
Diltiazem CD	180mg	56
Diphenoxylate/Atropine		210
Divalproex DR	250mg	665
Divalproex DR	500mg	589
Divalproex ER	250mg	99
Divalproex ER	500mg	386
Doxepin	25mg	99
Ear Plugs		1 pair
Effient	10mg	30
Empty 12 oz bottle		74
Epzicom	600/300mg	120
Fluconazole	150mg	3
Fluconazole	200mg	99
Fluticasone nasal spray	50mcg/spray	1 bottle
Folic Acid	1mg	100
Furosemide	20mg	34
Furosemide	40mg	10
Gabapentin	100mg	250
Gabapentin	300mg	279

Drug	Strength	Quantity
Gabapentin	400mg	84
Gabapentin	600mg	925
Gabapentin	800mg	723
Gemfibrozil	600mg	499
Glucerna chocolate shake		5688ml
Glyburide	5mg	350
Guaifenesin solution	100mg/5ml	2596ml
Haloperidol Dec injection	100mg/ml	8ml
Haloperidol	0.5mg	74
Haloperidol	2mg	30
Haloperidol	5mg	313
Hernia Belt		1
Hibiclens liquid	4%	2160ml
Humulin N insulin		120ml (12 vials)
Humulin R insulin		69ml (6 10ml vials + 3 3ml vials)
Hydrocodone/APAP	5/325mg	142
Hydrocodone/APAP	5/500mg	552
Hydrocortisone suppositories	25mg	48
Hydrogen Peroxide	3%	18 bottles (8514ml)
Hygienic cleansing pad		100
Iodoform packing strip	1/4"	1 roll
Isosorbide Dinitrate	10mg	79
Johnson's Baby Shampoo		14 bottles
Ketorolac injection	30mg/ml	40ml
Konsyl Powder		1 bottle (397gm)
Lamotrigine	25mg	28
Lamotrigine	100mg	84
Lamotrigine	200mg	173
Lansoprazole	15mg	38
Lansoprazole	30mg	54
Lantus insulin		80 (8 vials)
Levetiracetam	500mg	198
Levetiracetam	1000mg	122
Levothyroxine	25mcg	9
Levothyroxine	50mcg	29
Levothyroxine	100mcg	15
Levothyroxine	125mcg	2
Levothyroxine	150mcg	21
Levothyroxine	175mcg	5
Lithium Carbonate	150mg	116
Lithium Carbonate	300mg	184
Lithium Carbonate ER	450mg	220
Loperamide	2mg	30
Loratadine	10mg	201
Lorazepam	0.5mg	73

<b>Drug</b>	<b>Strength</b>	<b>Quantity</b>
Lorazepam	1mg	59
Lovastatin	20mg	211
Lovastatin	40mg	148
Loxapine	10mg	38
Loxapine	25mg	9
Magnesium Citrate solution		3 bottles (888ml)
Maximum D3	10,000 IU	123
Medipore rolls		4
Mediscope		1
Medroxyprogesterone vial	150mg/ml	1ml
Meloxicam	7.5mg	14
Meloxicam	15mg	128
Metamucil		330 packets
Metaxalone	800mg	26
Metformin	500mg	146
Metformin	1000mg	460
Metoprolol Tartrate	25mg	52
Metoprolol Tartrate	50mg	56
Metoprolol Tartrate	100mg	56
Metoprolol Succinate XL	25mg	14
Metoprolol Succinate XL	100mg	28
Minerin Cream		6 jars (2724 grams)
Minoxidil	10mg	56
Mirtazapine	15mg	888
Mirtazapine	30mg	391
Mirzapine	45mg	43
Morphine Sulfate ER	15mg	106
Morphine Sulfate ER	30mg	60
Morphine Sulfate ER	60mg	6
Morphine Sulfate ER	100mg	74
Mupirocin ointment	2%	2 tubes (44 grams)
Nabumetone	500mg	132
Naproxen	500mg	432
Neomycin/Polym/HC ear drops		1 bottle (10ml)
Niacin	100mg	280
Norvir softgels	100mg	90
Olanzapine	15mg	28
Oxcarbazepine	300mg	36
Oxycodone IR	10mg	42
Oxycodone/APAP	5/325mg	106
Oxycodone/APAP	10/325mg	68
Paroxetine	10mg	277
Paroxetine	20mg	123
Paroxetine	30mg	84
Paroxetine	40mg	238

Drug	Strength	Quantity
Permethrin cream	5%	4 tubes (240grams)
Phenytoin ER	100mg	78
Potassium Chloride Micro ER	10meq	165
Pravastatin	40mg	15
Prazosin	1mg	170
Prazosin	2mg	209
Prednisolone eye drops	1%	1 bottle (15ml)
Prednisone	5mg	2
Prednisone	10mg	13
Prednisone	20mg	10
Prezista	600mg	240
Promethazine	25mg	150
Propranolol	10mg	14
Propranolol	20mg	28
Qvar inhaler	40mcg	2 inhalers (18 grams)
Qvar inhaler	80mcg	8 inhalers (72 grams)
Renvela	800mg	43
Reyataz	300mg	60
Rifampin	300mg	40
Risperdal Consta	25mg	3
Risperdal Consta	37.5mg	1
Risperidone	0.5mg	450
Risperidone	1mg	91
Risperidone	2mg	444
Risperidone	3mg	127
Risperidone	4mg	210
Salsalate	500mg	84
Salsalate	750mg	316
Selsun Blue shampoo		8 bottles (944ml)
Sensodyne mint toothpaste		36 tubes (4068 grams)
Serevent Diskus inhaler		1 inhaler
Seroquel XR	300mg	14
Sertraline	25mg	3
Sertraline	50mg	256
Sertraline	100mg	620
Simvastatin	10mg	31
Simvastatin	20mg	71
Simvastatin	40mg	19
Skelaxin	800mg	20
Sodium Chloride injection	0.9%	12000ml
Sodium Chloride nebulizer solution	0.9%	200 vials (600ml)
Spironolactone	25mg	156
Sucralfate	1gm	70
Tamsulosin	0.4mg	7
Tena Protect large		16

<b>Drug</b>	<b>Strength</b>	<b>Quantity</b>
Tetanus Toxoid injection		10ml
Theophylline ER	300mg	28
Thyroid Armour	1grain/60mg	192
Topiramate	200mg	124
Tramadol ER	100mg	67
Tramadol ER	200mg	124
Tramadol ER	300mg	207
Travatan Z eye drops	0.004%	3ml
Triamcinolone cream	0.1%	295 grams
Triamcinolone ointment	0.1%	30 grams
Trimethopr/Polymyxn eye drops		20ml
Truetrack Smart System		2
Truetrack Strips		1800
Truvada		60
Tubersol injection	5/0.1ml	1
Ulticare Syringes	29 gauge, 0.5ml	30
Unistik 2 lancets		50
Venlafaxine	25mg	28
Venlafaxine	37.5mg	26
Venlafaxine	75mg	762
Venlafaxine ER	37.5mg	26
Venlafaxine ER	75mg	256
Venlafaxine ER	150mg	210
Ventolin inhaler		62 inhalers (1116 grams)
Viread	300mg	30
Vitamin B-1	100mg	100
Vitamin B-12	500mcg	440
Vitamin D3	400 units	100
Vitamin D3	1000 units	4
Vitamin D3 Cholecalciferol	50,000 IU	19
Vitamin E cream		57 grams
Walker Brace—large tall		1
Warfarin	2.5mg	7
Warfarin	5mg	98
Warfarin	7.5mg	22
Warfarin	10mg	7
Wrist Splint—medium		2
Ziagen	300mg	120
Zonisamide	100mg	64





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail**

**ADDENDUM #2 - Issued July 20, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County has received the following questions and is providing a response:

1. What is the average number of prescriptions filled per month?

**Response:** 269

2. What is the current contract rate for pharmacy services?

**Response:**

Description	Unit Price	
<b>Name Brand Drugs:</b> % Discount off Average Wholesale Price (AWP)	AWP Minus	13%
<b>Generic Drugs:</b> % Discount off Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	AWP Minus	30%
Dispensing Fee Per Prescription (max \$4.00)	\$3.50	
OTC Drugs % Discount off List Price	10%	
Consultation Hourly Fee	Per Hour	\$ 60.00
Price List Utilized for Pricing	Red Book	
Medications which do not apply	Special order (non-stocked) items must be ordered in full manufacturer package sizes.	

3. Does your facility have a U.S. Drug Enforcement Administration (DEA) registration, which is required to receive stock controlled substances (i.e. Schedule II-IV medications)?

**Response:** Yes

4. Is your facility's physical address listed as the business address on the DEA license of at least one of your facility's providers?

**Response:** County Medical Director's DEA number has the Boone County jail's address listed and the DEA number is a separate number just for the Boone County Jail which has an associated Missouri substance abuse number as well.

#### **5. FDA Registered Repacker**

A company must be a FDA Registered Repacker to legally repackage stock medications into blister cards.

a. Will you mandate that the pharmacy vendor use a FDA Registered Repacker?

**Response:** The County will follow all required laws.

b. Will you require bidders to provide evidence that they use an FDA Registered Repacker, i.e., provide the repacker's license and labeler code?

**Response:** The County will follow all required laws.

c. Will you require documentation to be submitted as part of the proposal?

**Response:** Offeror may submit at time of their proposal response or it may be requested at a later date by County.

#### **6. Licensed Wholesaler**

A vendor is required by law to be a licensed wholesaler in a particular state to distribute wholesale quantities of stock medications in that state.

a. Will you require bidders to provide evidence that they are a licensed wholesaler in the bidder's home state and in your state?

**Response:** The County will follow all required laws.

b. Will you require documentation to be submitted as part of the proposal?

**Response:** Offeror may submit at time of their proposal response or it may be requested at a later date by County.

#### **7. NCCHC/ACA**

Is your facility accredited by the National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA)? If not, do you expect to seek accreditation during the term of contract?

**Response:** No and No

#### **8. Pharmacist Licenses**

The RFP states that all orders must be processed and checked by a Missouri-licensed pharmacist. If a mail-order pharmacy can provide clear documentation that shows the pharmacy is properly licensed to conduct business in the State of Missouri, would it be acceptable for medication orders to be processed and checked by pharmacists working for an out-of-state mail-order pharmacy vendor?

**Response:** The County will follow all required laws.

**9. Regulations** - The Prescription Drug Marketing Act of 1987 (PDMA) requires vendors to provide electronic pedigree papers (ePedigrees) with all stock medications.

a. Will you require the pharmacy vendor to provide FDA-mandated pedigree papers for stock medications?

**Response:** The County will follow all required laws.

#### **10. Packaging & Labeling**

True unit-dose dispensing is required in many states before a pharmacy vendor is allowed to accept returns and provide credit on returned medications. A pharmacy vendor that dispenses medications in blister cards

(both stock and patient specific) must individually label each bubble of the blister card with a medication's name, strength, manufacturer, NDC number, lot, and expiration date. Will you mandate that the pharmacy vendor be in complete compliance at time of proposal submission with this requirement?

**Response:** No

11. Does your facility use and enforce a formulary?

**Response:** Yes

12. What is your medication return policy? How are controlled substances destroyed, as they cannot be returned?

**Response:** If destroyed, they are confirmed by witness

13. Are current medication carts able to be purchased or are new carts required? How many med carts do you need?

**Response:** We do not use medication carts

14. Do you currently receive inspections and, if so, how frequently?

**Response:** At present, there is not a set schedule of inspections.

15. What current committees are in place that would require a pharmacist to attend? What is the frequency of these meetings?

**Response:** At present, there is not a set schedule for these meetings, but may schedule them as needed to correct any problems that may occur within the scope of the contract requirements.

16. Does your facility currently use a barcode electronic order reconciliation and medication return management system?

**Response:** No

17. If bidders offer services beyond your proposal specifications—such as free electronic prescribing and an electronic medical administration record (MAR) program—can we submit that information in our proposal and would those services be considered?

**Response:** Offerors are welcome to submit any additional proposal material; however anything outside the scope of the RFP is not guaranteed qualitative review.

18. Is it the intent of Boone County to issue an award in full or to award to multiple vendors?

**Response:** Award recommendation for contract(s) will be determined following evaluations of proposals received.

19. Can you clarify what source will be used to verify FUL and Medicaid MAC pricing for generic medications?


**Response:** No

20. Could you please provide medication utilization information: list of medications, doses, quantity used over six months or one year.

**Response:** The County does not currently have this information, but if we are successful in obtaining it prior to the RFP opening, we will issue another addendum.

21. Will there be an opportunity to ask more questions in the event responses are not clear?

**Response:** Bid Due Date and Opening Date is August 1, 2012, 1:30 p.m. If the County receives the questions in time to provide a response in the form of an addendum, then yes more questions may be submitted.

By:   
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #2 to Request for Bid # **38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail**

**ADDENDUM #2 - Issued July 19, 2012**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County has received the following questions and is providing a response:

1. What is the average number of prescriptions filled per month?

**Response: 269**

2. What is the current contract rate for pharmacy services?

**Response: See current contract**

3. Does your facility have a U.S. Drug Enforcement Administration (DEA) registration, which is required to receive stock controlled substances (i.e. Schedule II-IV medications)?

**Response: Yes**

4. Is your facility's physical address listed as the business address on the DEA license of at least one of your facility's providers?

**Response: Unknown**

**5. FDA Registered Repacker**

A company must be a FDA Registered Repacker to legally repackage stock medications into blister cards.

- a. Will you mandate that the pharmacy vendor use a FDA Registered Repacker?

**Response: See above criteria**

- b. Will you require bidders to provide evidence that they use an FDA Registered Repacker, i.e., provide the repacker's license and labeler code?

**Response: See above criteria**

- c. Will you require documentation to be submitted as part of the proposal?

**Response: See above criteria**

**6. Licensed Wholesaler**

A vendor is required by law to be a licensed wholesaler in a particular state to distribute wholesale quantities of stock medications in that state.

- a. Will you require bidders to provide evidence that they are a licensed wholesaler in the bidder's home state and in your state?

**Response: See above criteria**

- b. Will you require documentation to be submitted as part of the proposal?

**Response: See above criteria**

**7. NCCHC/ACA**

Is your facility accredited by the National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA)? If not, do you expect to seek accreditation during the term of contract?

**Response: No and No**

**8. Pharmacist Licenses**

The RFP states that all orders must be processed and checked by a Missouri-licensed pharmacist. If a mail-order pharmacy can provide clear documentation that shows the pharmacy is properly licensed to conduct business in the State of Missouri, would it be acceptable for medication orders to be processed and checked by pharmacists working for an out-of-state mail-order pharmacy vendor?

**Response: See above criteria**

**9. Regulations** - The Prescription Drug Marketing Act of 1987 (PDMA) requires vendors to provide electronic pedigree papers (ePedigrees) with all stock medications.

- a. Will you require the pharmacy vendor to provide FDA-mandated pedigree papers for stock medications?

**Response: See above criteria**

**10. Packaging & Labeling**

True unit-dose dispensing is required in many states before a pharmacy vendor is allowed to accept returns and provide credit on returned medications. A pharmacy vendor that dispenses medications in blister cards (both stock and patient specific) must individually label each bubble of the blister card with a medication's name, strength, manufacturer, NDC number, lot, and expiration date. Will you mandate that the pharmacy vendor be in complete compliance at time of proposal submission with this requirement?

**Response: NO**

11. Does your facility use and enforce a formulary?

**Response: Yes**

12. What is your medication return policy? How are controlled substances destroyed, as they cannot be returned?

**Response: If destroyed they are confirmed by witness**

13. Are current medication carts able to be purchased or are new carts required? How many med carts do you need?

**Response: We do not use medication carts**

14. Do you currently receive inspections and, if so, how frequently?

**Response: as needed**

15. What current committees are in place that would require a pharmacist to attend? What is the frequency of these meetings?

**Response: as needed**

16. Does your facility currently use a barcode electronic order reconciliation and medication return management system?

**Response: NO**

17. If bidders offer services beyond your proposal specifications—such as free electronic prescribing and an electronic medical administration record (MAR) program—can we submit that information in our proposal and would those services be considered?

**Response: You are welcome to submit any additional proposal material, however anything outside the scope of the RFP is not guaranteed qualitative review.**

18. Is it the intent of Boone County to issue an award in full or to award to multiple vendors?

**Response: It is the intent to obtain medications as specified in the RFP**

19. Can you clarify what source will be used to verify FUL and Medicaid MAC pricing for generic medications?

**Response: NO**

20. Could you please provide medication utilization information: list of medications, doses, quantity used over six months or one year.

**Response: NO**

21. Will there be an opportunity to ask more questions in the event responses are not clear?

**Response:** Bid Due Date and Opening Date is August 1, 2012, 1:30 p.m. If the County receives the questions in time to provide a response in the form of an addendum, then yes more questions may be submitted.

By: \_\_\_\_\_  
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #2 to Request for Bid # **38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail**

**ADDENDUM #1 - Issued July 6, 2012**

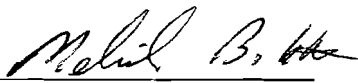
This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Replace the *Response / Pricing Page* with the attached *Revised Response/Pricing Page*.
- 2) Replace paragraph 3.11.5 – *Pharmaceutical Destruction* on page 10 from the Request for Proposal with the following:

Pharmaceutical Destruction: Describe your recommendation to County for how to dispose of any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. Also include any alternative solutions to destruction.

- 3) Change Bid Opening Date to: August 1, 2012, 1:30 p.m.

By:   
**Melinda Bobbitt, CPPB**  
**Director of Purchasing**

**OFFEROR has examined copy of Addendum #1 to Request for Bid # 38-24JUL12 – Prescription Medication for the Inmates of the Boone County Jail receipt of which is hereby acknowledged:**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

6.

**Revised Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

**Prescription Service:** We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

<u>Item #</u>	<u>Description</u>	<u>Price</u>
5.1.	<b>Name Brand Drugs:</b> % Discount off of Average Wholesale Price (AWP)	_____ %
5.2.	<b>Generic Drugs:</b> % Discount off of Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	_____ %
5.3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
5.4.	OTC Drugs % Discount off List Price Consultation Hourly Fee	_____ % \$ _____ /hour
5.5.	Price List Utilized for Pricing	_____

5.6.  
5.7. Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.8 **Emergency Twenty-Four Hour Service Contact:**

**Name:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

5.9. Specify the Address of the Pharmacy that will be Servicing this Account:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.10. Please describe in detail the types of usage reports that you can supply (or attach additional information):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.11. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:**

**Organization:**

**Address:**

**E-mail:**

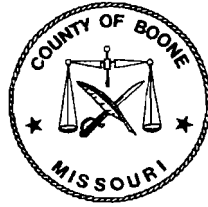
**Phone Number:**

**Fax:**

5.12. **Identification of Bidders:** How were you notified or heard about this bid/RFP?

- \_\_\_\_\_ newspaper advertisement
- \_\_\_\_\_ Boone County Electronic Bid Notification
- \_\_\_\_\_ other, please list: \_\_\_\_\_

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
PRESCRIPTION MEDICATION FOR THE INMATES OF THE  
BOONE COUNTY JAIL  
RFP #38-24JUL12  
Release Date: June 21, 2012**

**Submittal Deadline:  
July 24, 2012  
not later than 1:30 p.m. Central Time**

**Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director of Purchasing  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 38-24JUL12 – Prescription Medication for Inmates of the Boone County Jail**

Sealed proposals will be accepted until **1:30 p.m. on Tuesday, July 24, 2012** in the Boone County Purchasing Office, Boone County Annex, Room 110, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB  
Director of Purchasing

Insertion: Tuesday, June 25, 2012  
COLUMBIA MISSOURIAN



## 1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., C.T.**, on Tuesday, July 24, 2012 to:

Boone County Purchasing Department  
Boone County Annex  
Attn: Melinda Bobbitt, CPPB  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and seven (7) copies of the proposal (total of eight). Proposals will be opened publicly but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for **Prescription Medication for Inmates of the Boone County Jail** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
  - 2) Introduction and General Information
  - 3) Scope of Services
  - 4) Proposal Submission Information
  - 5) Response/Pricing Page
  - 6) Attachment – “No Bid” Response Form

### 2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing, prior to the bid opening and no later than 3:00 p.m., Friday, July 20, 2012. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Melinda Bobbitt, CPPB, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

- 2.3. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County’s proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.

**2.4. INSURANCE REQUIREMENTS:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**2.4.1. Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**2.4.2. Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

**2.4.3.** The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**2.4.4. COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury,



including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**2.4.5. Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**2.5. INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

**2.6. Contract Terms and Conditions:**

2.6.1. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

2.6.2. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

**2.7. Contract Period:**

The contract period with the successful firm shall begin **September 1, 2012 and extend through August 31, 2013**. The contract shall have four (4), one-year renewal periods following the completion of the initial contract term. After the completion of the final renewal term, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

**2.8. Cancellation Agreement:**

The County reserves the right to cancel the contract without cause by giving not less than thirty (30) days prior notice to the Contractor in writing of the intention to cancel, or with cause, if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract may be considered a material breach of contract and shall be cause for

immediate termination of the contract at the discretion of Boone County. Boone County may allow Contractor reasonable opportunity to cure material breach, but is not required to do so.

**2.9. Fiscal Non-Funding Clause:**

In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the provider of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

**2.10. Estimated Usage:**

Based on past usage, the estimated total expenditures against this contract are expected to be approximately **\$80,000 annually**. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

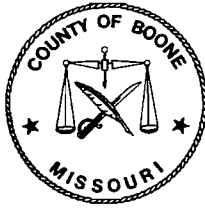
**2.11. Work Authorization Certification: Employment of Unauthorized Aliens Prohibited**

2.11.1. Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2.11.2. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.11.3. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.12. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.



## SCOPE OF SERVICES

### **3.1. Project Description:**

Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the Boone County Sheriff’s Department for the furnishing and delivery on an “as needed” basis **Prescription and Over-the County Medications and Supply Items for the Inmates of the Boone County Jail** in Columbia, Missouri as specified in the following requirements.

**Delivery Location:** Delivery shall be provided to the following County site:  
Boone County Jail, Attn: County Nurse Practitioner or Medical Director, 2121 County Drive, Columbia, MO 65202.

### **3.2. Background Information:**

The County is currently under contract with D & H Prescription Drug Company of Columbia, Missouri. Current contract expires August 31, 2012.

**Jail:** The Boone County Jail, with an average population of 186 inmates per day, currently receives the contractual services of a physician to provide medical services for all inmates entrusted to the County. In many instances, the inmate population requires certain prescription drugs and medications that must be provided to them by the County. The Contractor shall provide prescriptions as written by the County contract physician or contracted County Nurse Practitioner. Pre-packaging (bubble pack) of medications is required for inmates of the Boone County Jail.

### **3.3. Scope of Work:**

The County will expect the Contractor to perform the services noted below. Please respond to this listing in your proposal.

- 3.1. **Prescription Provision:** The County will provide the prescription and all other pertinent information to the pharmacy by phone, fax, or in person by an authorized person in the medical field.
- 3.2. **Average Wholesale Price:** (AWP) shall mean the average wholesale price (current cost) of the dispensed medication as defined by the Red Book. On the *Response/Pricing Page*, the Bidder shall indicate the price list their firm will utilize under this bid. The County desires that the Bidders utilize the Red Book average wholesale price list. The County recognizes, however, that not all Bidders desire to use the Red Book price list. In that instance, the Bidders must provide details of a verifiable pricing structure their firm would utilize for quoting. The acceptability of the pricing structure quoted, shall be determined solely by Boone County.

- 3.3. Bid prices for name brand prescription drugs shall be based on the most currently published Red Book Average Wholesale Price (AWP). Bid prices for over the counter (OTC) items shall be based on a percentage of discounts off of manufacturer's list prices. Pricing of all drugs shall utilize the AWP price based on the uniform 100 tablets or capsule bottle. In instances where companies do not package in 100 tablets or capsules, the smaller packages will be averaged at the 100 unit price.
- 3.4. For liquids, the AWP will again be the basis for calculations based on the one (1) pint or 16 ounce container, unless the manufacturer does not package the product in the pint size. As with the tablets and capsules stated above, the cost figure will either be adjusted to the 16 ounce, or the actual AWP cost per ounce will be used.
- 3.5. **Generic Drugs:** The use of generic drugs will be acceptable when available from a manufacturer approved by the Pharmacy Board, and when the Physician permits substitution on the written prescription, or authorizes it by telephone or fax. It is preferred that for generic drugs, the Federal Upper Limit (FUL) based on the Medicaid FUL be utilized for pricing. Generic drug pricing should be FUL or Medicaid maximum Allowable Allowance (MAC), whichever is less.
- 3.6. **Price Adjustments:** Medication prices will be allowed to change, but only as the price list changes, and only after a new price list is provided to Boone County. The quoted discounts and processing fees shall remain the same for the term of this contract.
- 3.7. **Sub-Contractors:** Subcontracting of any of the services required by this proposal must be approved through the County Designee.
- 3.8. **Pricing:**
- 3.8.1. **Dispensing Fees:** It is assumed that dispensing fees will be assessed on a "per prescription" basis. The maximum allowable amount to be charged to Boone County for a dispensing fee shall be \$4.00. All proposed prices shall be complete including any administrative costs and related charges, except for the dispensing cost. On the *Response/Pricing Page*, each Offeror shall state the cost to the county for dispensing charges which shall include delivery to the Boone County Jail.
- 3.8.2. **Consultation Fee:** Boone County may desire to utilize Pharmacy Consultation Services on an occasional basis. ( i.e. Development of a formulary for use at the Boone County Jail.) On the *Response/Pricing Page*, each Offeror shall state the cost to the County for consultation hourly fees.
- 3.9. **Storage:** The Boone County Jail will provide appropriate locked and double-locked storage areas for controlled medications, starter medications, and medications requiring refrigeration. The Contractor is responsible for making sure that storage areas meet D.E.A., Missouri Board of Pharmacy, Missouri Medical Board, and Missouri Nursing Board rules and regulations.
- 3.10. If the Contractor is unable to meet a pickup deadline, the County reserves the right to use an alternative Contractor.
- 3.11. **Contractor Responsibility / Service Requirements:**
- 3.11.1. **Delivery:** The Boone County Jail Medical Supervisor will determine the best delivery site and times that will maintain security and efficiency. The Contractor must provide a minimum of one delivery Monday through Saturday, with occasional Sunday deliveries. The Boone County Jail reserves the right to request regular Sunday delivery if the volume or need for pharmaceuticals substantially increases during the contract period. *County requests that same day delivery of*

*medications required for crisis situations be accommodated with an option to pick-up medications by County staff if delivery personnel were not available.*

The Contractor must make arrangements for holiday delivery and advise the Boone County Jail of the schedule. All deliveries must be accompanied by a delivery receipt and signed by the Medical Supervisor or designee upon arrival. All delivery charges must be included in the dispensing fee and will not be paid separately.

- 3.11.2. **Orders:** The Contractor shall stock sufficient quantities of supplies on an “as needed” basis within twenty-four (24) hour notification by the County. The Medical Supervisor will place bi-weekly orders for existing inmates. Small daily orders may be necessary for newly admitted inmates with a smaller quantity to get the inmates on the two week schedule.
- 3.11.3. **Packaging:** All pharmaceuticals must be packaged to accommodate rapid distribution to a large volume of patients. This may be accomplished via unit dose calendar cards, blister card system, or a similar system which has the approval of the Boone County Medical Supervisor. The amount of medication packaged per unit of distribution will be based on a two to four week supply or a smaller quantity based on the volume to be distributed, and ease of storage. Creams and liquids must be provided in plastic containers whenever possible.
- 3.11.4. **Pharmaceutical Labeling:** The computer generated pharmaceutical label should contain the following information: County facility name and address; inmate name; directions for use and cautionary statements; product identification number; dispensing date; dispensing registered pharmacist’s initials.
- 3.11.5. **Pharmaceutical Destruction:** The Contractor shall be responsible for destroying any medications which have been dispensed for specific inmates who are no longer within the facility or otherwise may not be re-distributed. The Contractor will be responsible for maintaining destruction records and making a report available to the Boone County Medical Supervisor. At the end of the contract period, the Contractor will be responsible for removing any and all medications if the Contractor’s contract is not renewed with Boone County.
- 3.11.6. **Price List:** Contractor must supply the Boone County Jail with a current copy of the Red Book Average Wholesale Price (AWP) Publication and the Federal Upper Limit (FUL), as well as all Addendums as they become available at no additional charge. The price list shall be provided to the County within 10 days of award. Boone County prefers computer readable media, but will accept printed copy.
- 3.11.7. **Designated Contact:** The Contractor shall appoint a person or persons to act as a primary contact for the County Medical Supervisor. This person or back-up shall be readily available during normal work hours by phone or in person, and knowledgeable of the terms and procedures involved in this contract.
- 3.11.8. **Pharmacist List:** The Contractor must supply a complete current list of the names of all pharmacists who fill prescriptions and submit it to the Boone County Medical Supervisor during the first month of the contract. This list should be updated as necessary throughout the contract period.
- 3.11.9. **Services:** The Contractor shall provide all the medicines and drugs prescribed by the County contracted Physician. The Contractor shall compound and dispense all drugs and medicines in accordance with all legal and ethical requirements as well as in accordance with all accepted industry practices. Such professional

pharmacy services shall be provided by trained, qualified, Missouri licensed pharmacists and technicians using modern equipment techniques.

- 3.11.10. The Contractor must maintain a local telephone number where Boone County staff persons may contact the Contractor's representative during the County's normal business hours. The County's normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 3.11.11. The Contractor shall maintain, during the term of this contract, sufficient trained personnel who are capable of communicating on a knowledgeable basis with the prescribing physician, and other authorized medical professionals, for the purpose of insuring that all prescriptions conform to the client's pharmaceutical needs.
- 3.11.12. **Stock:** Every effort should be made to fill the inmate's prescription at the time it is submitted. However, if the Contractor is unable to fill an inmate's prescription immediately, every effort should be made to obtain the required medicine or drugs by the next calendar day.
- 3.11.13. **Dispensing Process:** During the dispensing process, the Contractor must accurately dispense the prescribed medications in accordance with all applicable legal, professional, and industry standards using the least expensive bio equivalent generic drug available whenever generic drug is less expensive than the brand name equivalent, unless otherwise specified by the physician. If the pharmacist deems a need for an exception, the County contact person is Boone County Medical Representative, (573) 875-1111.
- 3.11.14. The Prescription drug must be therapeutically equivalent ("A" rating) by the FDA as published in the current edition of the Approved Drug Products with Therapeutic Equivalent Evaluations.
- 3.11.15. **Confidentiality:** The Contractor agrees to maintain the confidentiality of Boone County's client information. The confidentiality of any client information submitted by the County to the Contractor shall be maintained by the Contractor in the same manner as the Contractor's internal confidential information.
- 3.11.16. The disclosure of client information to any unauthorized person by the Contractor shall be considered by the County to be a breach of the terms and conditions of this bid. The Contractor agrees to immediately inform the County of the disclosure of any of the previously listed information to any unauthorized party.
- 3.11.17. **Invoices:** An invoice shall be included with the monthly report and shall contain sufficient detail to allow for proper audit and post-audit thereof. The Contractor understands and agrees the County may deduct or reduce any itemized cost contained in any billing statement or invoice when said item does not conform to the terms and conditions of this bid.

The County's purchase order number or contract number must appear on the invoice. All invoices must include the following information:

1. Service Date(s) – date prescription filled.
2. Inmate Name
3. Itemized List of Prescription Names, Prescription Numbers, Dosage, Quantity, and Price
4. Dispensing Fees

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

3.11.18. Invoices should be submitted to the Boone County Jail for payment, which will be made 30 days after receipt of a correct and valid monthly statement. The Boone County Medical Representative will review all billing prior to authorization. Any discrepancies will be reported to the Contractor in writing. Payment for discrepancies will be withheld until the Contractor provides a satisfactory invoice.

**Billing address:** Boone County Jail, Attn: Tamara Waltz-Nowlin, 2121 County Drive, Columbia, MO 65202.

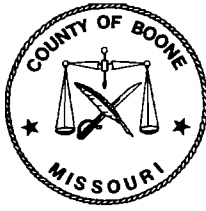
3.11.19. **Usage Reports:** The County desires that the Contractor supply monthly, quarterly, and yearly usage reports to the Boone County Medical Representative. The County prefers the monthly usage report in the following manner:

- 1) Individual Patient, medication name, strength, number dispensed, and cost;
- 2) Medication name, strength, quantity dispensed, cost, number of prescriptions, and number of returns;
- 3) Prescribing physician name, medication name, strength, quantity dispensed, cost, and number of prescriptions.

Please describe on the Response Page the type of reports that your firm can provide.

3.11.19.1. The County desires the provision of **Quarterly and Year End Reports:** The Quarterly and Year End Reports should be listed by medication name, strength, number dispensed, cost, and number of prescriptions. All reports should be in alphabetical order and in a user-friendly format. Quarterly reports are due by the 10<sup>th</sup> day of the month following the quarter end. Reports should be provided on paper and electronically.

3.11.20. **Medication Profile:** The Contractor is responsible for maintaining an individual medication profile on each inmate, which may be requested by the Boone County Jail Medical Supervisor. This will include all demographic information and allergy history. The medication profile is the property of the Boone County Jail, and will be made available by the Contractor using computer disks to the next successive pharmaceutical Contractor if a new Contractor is selected for the next contract period.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. RESPONSE TO PROPOSAL

##### 4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and seven (7) additional copies.**

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Boone County Annex  
Attn: Melinda Bobbitt, CPPB, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on Tuesday, July 24, 2012.** Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.



4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**4.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

**4.1.3. Evaluation and Award Process:**

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

**4.1.4. Evaluation:**

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP

- a. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- b. Name other businesses or preferably any government agencies/municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be

straightforward and limited to facts, solutions to problems, and plans of action.

- 4.1.4.5. Where the words “shall” or “must” are used, they signify a required minimum function of system capacity that will heavily impact the Bidder’s final response rating.
- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

**4.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with bidders and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the bidder at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the bidder in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

**4.1.6. Validity of Proposal Response:**

Bidders agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

**Prescription Service:** We propose to furnish and deliver prescriptions, medications and supplies as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

<u>Item #</u>	<u>Description</u>	<u>Price</u>
5.1.	<b>Name Brand Drugs:</b> % Discount off of Average Wholesale Price (AWP)	\$ _____ firm, fixed price per mile
5.2.	<b>Generic Drugs:</b> % Discount off of Average Wholesale Price (AWP) or Medicaid Maximum Allowable Cost (MAC)	\$ _____ firm, fixed price per mile
5.3.	Dispensing Fee Per Prescription (Maximum of \$4.00)	\$ _____
5.4.	OTC Drugs % Discount off List Price	_____ %
5.5.	Consultation Hourly Fee	\$ _____ /hour
5.6.	Price List Utilized for Pricing	_____
5.7.	Bidder shall enter below any specific type medications/drugs to which the above percent discount does not apply. Enter those medications/drugs and percent discount below:	

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**5.8 Emergency Twenty-Four Hour Service Contact:**

**Name:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**5.9. Specify the Address of the Pharmacy that will be Servicing this Account:**

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**5.10. Please describe in detail the types of usage reports that you can supply (or attach additional information):**

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**5.11. Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:**

**Organization:**

**Address:**

**E-mail:**

**Phone Number:**

**Fax:**

**5.12. Identification of Bidders:** How were you notified or heard about this bid/RFP?

- \_\_\_\_\_ newspaper advertisement
- \_\_\_\_\_ Boone County Electronic Bid Notification
- \_\_\_\_\_ other, please list: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below.

Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Contract)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

---

Date

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



**"No Bid" Response Form**

**Boone County Purchasing**  
613 E. Ash Street, Room 110  
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director  
(573) 886-4391 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 38-24JUL12 – Prescription Medication for Inmates of the  
Boone County Jail**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Reason(s) for Not Bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# EPLS

## Excluded Parties List System



**Search - Current Exclusions**

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

**View Cause and Treatment Code Descriptions**

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

**Agency & Acronym Information**

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

**OFFICIAL GOVERNMENT USE ONLY**

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

**EPLS Search Results**

**Search Results for Parties Excluded by**

Firm, Entity, or Vessel : D & H Drug  
State : MISSOURI

As of 31-Aug-2012 3:12 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

**Resources**

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached purchasing policy revision, in response to Senate Bill 729.

Done this 20<sup>th</sup> day of September 2012.

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

Absent  
Skip Elkin  
District II Commissioner



# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: September 12, 2012  
RE: Purchasing Policy Revision

Purchasing requests to revise the Purchasing Policy Manual which was approved and adopted by Commission on November 10, 1998 and revised April 25, 2006, commission order 157-2006.

The proposed revisions will follow Senate Bill 729, signed and approved on July 10, 2012 which raises the bid threshold from \$4,500 to \$6,000 and raises the sole source notice (\$3,000) and advertisement requirement (\$5,000) to \$6,000, effective August 28, 2012.

Attached are the pages with the proposed changes to the Purchasing Policy Manual.

# Boone County Purchasing Policy Manual



Approved and Adopted by the  
Boone County Commission November 10, 1998  
Amended October 21, 1999

Amended April 25, 2006; Commission Order #: 157-2006

Amended,

Deleted:

~~Ken Pearson~~-Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

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## ARTICLE 3--SOURCE SELECTION AND CONTRACT FORMATION

### Part A--Methods of Source Selection (for purchases exceeding \$6,000 in a 90 day period)

#### 3-101 Competitive Sealed Bidding

(1) *Conditions for Use.* All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 (Contracting for Designated Professional Service), ~~3-104 (Small Purchases)~~, 3-105 (Sole Source Procurement), 3-106 (Emergency Procurements), or 5-401 (Public Announcement and Selection Process) of this Policy.

(2) *Invitation for Bids and Request for Bids.* An Invitation for Bids and Request for Bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

(3) *Public Notice.* All public notices of the Invitation for Bids and Request for Bids shall be given a reasonable time, not less than fifteen (15) calendar days prior to the date set forth therein for the opening of bids. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the bid is left open, with an opening date of 3 days from time of issue to allow for an emergency faxed bid. Such notice may include publication in a newspaper of general circulation of at least five hundred copies per issue a reasonable time prior to bid opening. (50.660 RSMo). The public notice shall state the place, date, and time of bid opening.

(4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids or Request for Bids. The amount of each bid, and such other relevant information as the purchasing agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-301 (Public Access to Procurement Information). Bids are generally opened in the Purchasing department except for bids greater than \$250,000 and Road Project bids generated by the Public Works department. The County Commission prefers these be opened in a scheduled Commission meeting.

(5) *Bid Award Recommendations.* The Purchasing Department shall present bid award recommendations in two scheduled commission meetings for all contract awards except for bid award recommendations for bids opened in scheduled Commission meetings which may be approved by County Commission during the first reading following the public bid opening.

*Policy Revision: July 31, 2007, commission order # 321 -2007*

(6) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids or Request for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs,

with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensations is determined to be fair and reasonable.

~~3-104 Small Purchases.~~

~~(1) General. Any contract not exceeding \$4,500.00 in a ninety day period may be made in accordance with the small purchase procedures authorized in 50.660 RSMo. Contract requirements shall not be artificially divided (i.e. stringing purchases) so as to constitute a small purchase under this Section.~~

~~(2) Small Purchases Over \$2,500: The Purchasing department recommends that insofar as it is practical for small purchases in excess of \$2,500, no less than three businesses shall be solicited to submit written quotations. Award shall be made to the business offering the lowest acceptable quotation. Quotations should be on company letterhead and may be transmitted by facsimile machine or e mail. A "no bid" response submitted by a vendor is acceptable as a quote. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.~~

~~(3) Exception to Small Purchases Over \$2,500: The Boone County Sheriff Department may waive obtaining three quotes when purchasing used vehicles for the Narcotics Unit for vehicles less than \$4,500.~~

~~Policy Revision: March 8, 2007, commission order #: 95-2007~~

**3-105 Sole Source Procurement.**

A contract of a value in excess of ~~\$5000~~ \$6,000 may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. ~~A contract of a value under \$5000 may be awarded without competition when a Commissioner approves of the contract based upon a finding that there is only one feasible source for the required supply, or service item.~~ The requesting department must complete a Sole Source Request Form and submit it to the Purchasing department. (See attached Exhibit C). The Purchasing department shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The purchasing agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. ~~The Purchasing department shall post notices of proposed sole source purchases of a value in excess of \$3000 at its offices or on its website.~~ The Purchasing department shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of ~~\$5000~~ \$6,000 in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors. Except for regulated utility services, a record of sole source procurements shall be maintained as a public record in the Purchasing department and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file. The

**3-201 Responsibility of Bidders and Offerors.**

(1) *Determination of Non-responsibility.* Following the bid award, if a bidder or offeror who otherwise would be awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent and retained in the bid file. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or Offeror. The final determination shall be made part of the bid file and be made a public record.

**Deleted:** (2) *Right of Non-disclosure.* Information furnished by a bidder or offeror pursuant to this Section shall not be disclosed by the County outside of the office of the purchasing agent, or Administrative Authority, without prior written consent by the bidder or offeror.

**3-202 Cost or Pricing Data in Capital Projects.**

(1) *Required Submissions Relating to the Award of Contracts.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3-102; Competitive Sealed Proposals), or by sole source procurement authority (Section 3-105; Sole Source Procurement).

(2) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
- (b) the contract price is based on established catalogue prices or market prices;
- (c) the contract price is set by law or regulation; or
- (d) it is determined in writing by the purchasing agent, and at the direction of the

Boone County Commission, that the requirements of Section 3-202(1) (Cost or Pricing Data; Required Submissions Relating to the Award of Contracts) may be waived, and the determination states the reasons for such waiver (i.e. Emergency 3-106).

(3) *Required Submissions Relating to Change Orders or Contract Modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$100,000.

(4) *Exceptions.* The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

- (a) unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or
- (b) it is determined in writing by the purchasing agent, and as approved by the Boone County Commission, that the requirements of Section 3-202(3) (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.

(5) *Certification Required.* A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(6) *Price Adjustment Provision Required.* Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required

(ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in Boone County procurement.

(c) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

(3) *Multiple Source Contracting.*

(a) *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).

(b) *Limitations on Use.* A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-201 (Competitive Sealed Proposals), ~~Section 3-104 (Small Purchases)~~, and Section 3-106 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

(c) *Contract and Solicitation Provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

(i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and

(ii) the County shall reserve the right to take bids separately if the purchasing agent approves a finding that the supply or service available under the contract will not meet a non-recurring special need of the County.

(d) *Intent to Use.* If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

(e) *Determination Required.* The purchasing agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the official record.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Rocheport and Boone County, Missouri for road and bridge improvement/repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20<sup>th</sup> day of September, 2012.

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

Absent  
Skip Elkin  
District II Commissioner



**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPROVED APPLICATION-BASED PROJECT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 20 day of September, 2012, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order \_249\_-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has filed a funding application with the County requesting funding for a road and/or bridge repair or improvement project; and

WHEREAS, County has approved a portion of the City's Application for funding of the contemplated project(s); and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order \_249\_-2011 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of Thirty Six Thousand Five Hundred Eighty Dollars (\$36,580.00) for use in the completion of the road improvement and/or repair project specified in the City's Application for the County fiscal year in

which this agreement is entered, said Application being incorporated herein by reference. This is to fund a portion of the City of Rocheport's 2012 Street Maintenance project.

**3. CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Application for funding which is incorporated into this Agreement.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

---

<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** Payments made under this Agreement shall be made on no more than a monthly basis in the form of progress payments upon receipt of a Project Progress Report in a form acceptable to County's Resource Management Department. In the event that an award from the County exceeds the City's actual costs in an approved project, any remaining funds shall be retained by, or immediately returned to, the County.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated in the Application filed by City, unless sooner terminated under the provisions of this Agreement.
10. **TERMINATION.** County may terminate this Agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. In addition, if construction work is not begun during construction season contemplated in the application materials, this Agreement shall automatically terminate and County shall have no further obligations hereunder unless a written extension agreement is entered into and duly-executed by both County and City.
11. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing the subject matter of improving or maintaining roads and bridges, and the parties specifically represent that this Agreement for approved,

Application-based funding is separate from, and complementary to, other Cooperative Agreement(s) with the County relating to funding of road and bridge improvements.

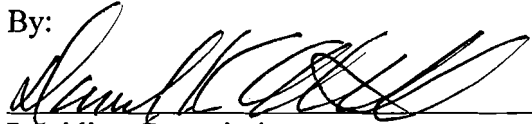
12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
13. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
14. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
15. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
16. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

[SIGNATURES IMMEDIATELY APPEAR ON NEXT PAGE.]

**BOONE COUNTY**

By:

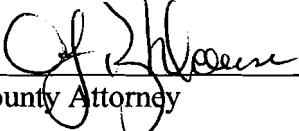
  
\_\_\_\_\_  
Presiding Commissioner

Date: 9/20/2012

ATTEST:

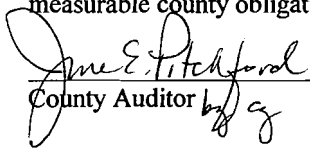
Wendy S. Noveck  
County Clerk

APPROVED AS TO FORM:

  
County Attorney

**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.)

      9/10/12  
County Auditor      Date  
2049-71452

**CITY OF ROCHEPORT**

By:

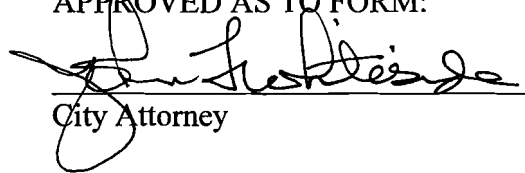
  
Authorized City Representative

Date: 4 SEP 2012

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

# **Boone County Resource Management**

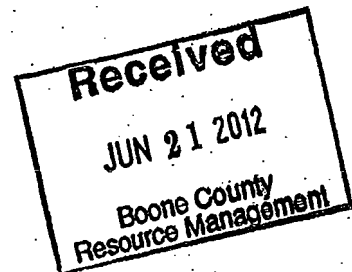
## **Boone County Road & Bridge Project Application**

**City of Rocheport**

**June 16, 2012**

**Prepared by:**

**Conrad Yates, Alderman  
P.O. Box 10  
305 Second Street  
Rocheport, Missouri 65279  
573-698-2129  
[yateshouse@centurylink.net](mailto:yateshouse@centurylink.net)**



**Application Year:** 2012

**Name of Entity:** Rocheport

**Project Name:** City Road Maintenance

**Explanation of Project and Resulting Improvements:** Chip/Seal surface applications to asphalt streets. Needed to fill and seal surface cracking and extend the life of asphalt overlay nearing the normal end of service life.

**Total Estimated Cost for Project:** \$46,200

**Amount of Assistance Requested to Complete Project:** 90% - \$41,580

**Other Funding Sources Available:** Capital Imp funds

**Will the project be completely funded for the applicable fiscal year? :** Yes

**Entity contact Person, Address, and day time phone:**

Conrad Yates, Alderman  
P.O. Box 10  
305 Second Street  
Rocheport, MO 65279  
573-698-2129  
[yateshouse@centurylink.net](mailto:yateshouse@centurylink.net)

**Attached to This Application:**

1. Assessment of and Maintenance Recommendations for Streets for City of Rocheport, MO Prepared by Trabue, Hansen & Hinshaw Inc. March 2010.
2. City of Rocheport Five Year Road Maintenance Plan April, 2010

**Rocheport  
Street Maintenance  
Project List**

**Ward Street—1<sup>st</sup> to 3<sup>rd</sup> :** Base failures repaired in 2010. Double chip/seal needed to fill/seal areas of alligator cracking and extend life of asphalt overlay.

Estimated cost: **\$7,300**

**Pike Street—Alley to 4<sup>th</sup> Street:** Double chip/seal needed to fill/seal areas of alligator cracking and extend life of asphalt overlay.

Estimated cost: **\$5,200**

**Gaw Street---3<sup>rd</sup> to End:** Drainage culvert needed. Double chip/seal needed to fill/seal areas of alligator cracking and extend life of asphalt overlay.

Estimated cost: **\$11,700**

**Fourth Street---Columbia St. to Pike St.:** Cracks need to be cleaned and sealed. One pothole needs to be filled. Alligator cracking at intersection of 4<sup>th</sup> and Pike addressed in second item above.

Estimated cost: **\$800**

**First Street---Pike St. to Ward St.:** Cracks need to be cleaned and sealed.

Estimated cost: **\$700**

**First Street---Ward St. to End:** Double chip/seal to fill/seal areas of alligator cracking and extend life of asphalt overlay. Remove/replace area of trench settlement.

Estimated cost: **\$4,500**

**Columbia Street---1<sup>st</sup> to 3<sup>rd</sup> St.:** Double chip/seal to fill/seal areas of alligator cracking and extend life of asphalt overlay.

Estimated cost: **\$16,000**

**Estimated costs total: \$46,200**

(based on March 2010 engineering estimates)



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the

20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Missouri Highways and Transportation Commission and Boone County, Missouri for Federal Highway Administration aid. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 20<sup>th</sup> day of September, 2012.

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

Absent  
Skip Elkin  
District II Commissioner

CCO Form: FS17  
Approved: 07/06 (BDG)  
Revised: 06/12 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: IBRD-9900 (592)  
Award Year: FY2012  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
FEDERAL AID PROGRAM AGREEMENT**

THIS FEDERAL AID PROGRAM AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Boone (hereinafter, "County").

WITNESSETH:

WHEREAS, the Congress of the United States of America has designated specific federal funding for certain projects;

WHEREAS, the Commission administers these funds from the United States of America as part of its Demonstration Project Program; and

WHEREAS, the County is the local agency responsible for the construction of the Congressionally-designated demonstration project.

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

(1) PROJECT DESCRIPTION: The improvement contemplated by this Agreement and designated as Project IBRD-9900 (592) involves:

Replacement of bridge number 3310004 with a Con-Struct prefabricated bridge system superstructure with Geosynthetic Reinforced Soil (GRS) abutments. This structure will be a single span (approx. 58') with 22'-0" roadway width and 12" Kansas corral rails.

The County shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project IBRD-9900 (592) by the Commission is on Rustic Road over the North Fork of Grindstone Creek in Boone County, Missouri. The general location of the improvement is shown on

an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

*Bridge No. 3310004 is located approximately 0.5 miles south of Rte WW on Rustic Road in Section 16, T48N, R12W.*

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the County shall correspond to its geographical area as encompassed by the urban boundaries of the County as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The County shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The County shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the Surface Transportation Program (STP) system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Replacement Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by

the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the (City's/County's/Grantee's) wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the County will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the County and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County may elect to construct part of the improvement contemplated by this

Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit B. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the County as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the County. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be One Hundred (100%) percent not to exceed \$204,255. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the County under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which County obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The County shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the *Manual of Uniform Traffic Control Devices* (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project IBRD-9900 (592) will involve work on the state's right of way, the County will provide reproducible final plans to the Commission relating to such work. In addition, any maintenance of work on the state's right of way may be identified through a future agreement.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the County of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The County shall notify the prospective bidders that DBEs shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The County shall repay any progress payments which involve ineligible costs.

(19) OUTDOOR ADVERTISING: The County further agrees that the right of way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(20) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(21) OMB AUDIT: If the County expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an

independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the County expend(s) less than five hundred thousand dollars (\$500,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(22) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(25) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(26) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:  
Derin Campbell  
801 East Walnut  
Columbia, MO 65201  
Phone No: (573) 886-4480  
Facsimile No. (573) 886-4340

(B) To the Commission:  
David Silvester  
1511 Missouri Blvd  
P.O. Box 718  
Jefferson City, MO 65102  
Phone No: (573) 751-7688  
Facsimile No.: (573) 751-8267

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The County shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the County is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The County shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.



(E) Information and Reports: The County shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (28) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The County will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(29) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 20 day of September, 2012.

Executed by the Commission this \_\_\_ day of \_\_\_\_\_, 2012.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

BOONE COUNTY

\_\_\_\_\_

By 

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

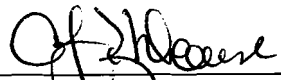
By Wendy S. Nowak

Title County Clerk

Approved as to Form:

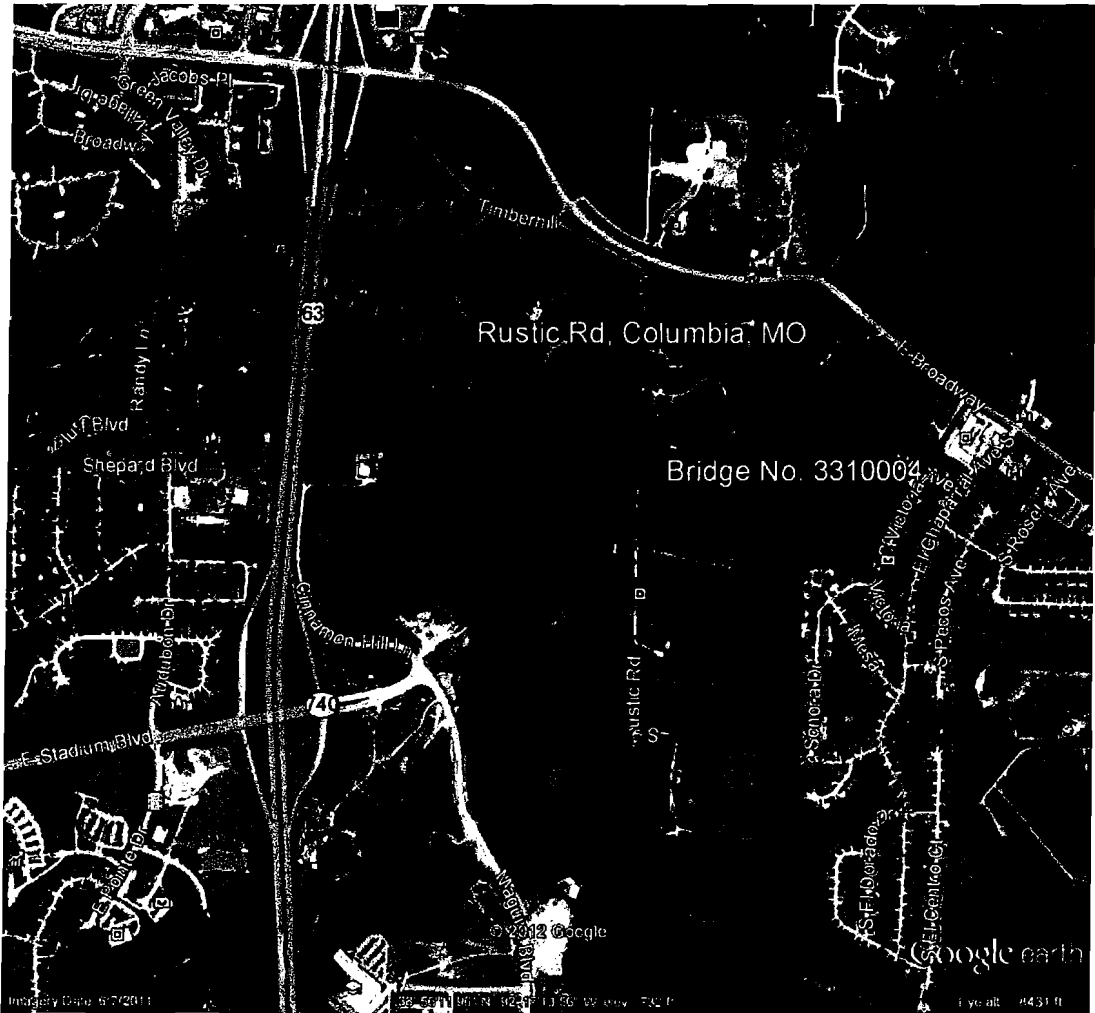
Approved as to Form:

\_\_\_\_\_  
Commission Counsel

By 

Title County Counsel

Ordinance No: \_\_\_\_\_



**EXHIBIT A**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the establishment of the Sheriff K9 Operations fund, which will account for the revenues and expenditures related to the K9 operations of the Sheriff's department. The fund will be administered by the Sheriff and the annual operating budget will be approved by the County Commission.

Done this 20<sup>th</sup> day of September, 2012.

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

Absent  
Skip Elkin  
District II Commissioner



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 12

County of Boone } ea.

In the County Commission of said county, on the

20<sup>th</sup>

day of

September

20

12

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 to increase revenue and expenditures for the Probation Services grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimbursement		41,545.00
1243	10100	Judicial Grants	Salaries/Wages		32,365.00
1243	10200	Judicial Grants	FICA		2,476.00
1243	10300	Judicial Grants	Health Insurance		4,750.00
1243	10325	Judicial Grants	Disability Insurance		94.00
1243	10350	Judicial Grants	Life Insurance		47.00
1243	10375	Judicial Grants	Dental Insurance		356.00
1243	10400	Judicial Grants	Workers Comp.		1,097.00
1243	10500	Judicial Grants	401 (A) Match		360.00

Done this 20<sup>th</sup> day of September, 2012.

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

Absent  
Skip Elkin  
District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

8/24/12

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimbursement		\$41,545
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries/Wages		\$32,365
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$2,476
1	2	4	3	1	0	3	0	0	Judicial Grants	Health Insurance		\$4,750
1	2	4	3	1	0	3	2	5	Judicial Grants	Disability Insurance		\$94
1	2	4	3	1	0	3	5	0	Judicial Grants	Life Insurance		\$47
1	2	4	3	1	0	3	7	5	Judicial Grants	Dental Insurance		\$356
1	2	4	3	1	0	4	0	0	Judicial Grants	Workers Comp.		\$1,097
1	2	4	3	1	0	5	0	0	Judicial Grants	401 (A) Match		\$360

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Probation Services grant. This budget amendment covers 7/1/12 to 12/31/12.**

  
 \_\_\_\_\_  
 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. *Budget Neutral*
- Comments:

*Commission*

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

*Absent*  
 \_\_\_\_\_  
 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.

Probation Services Grant  
Calculations for Budget Amendment  
July 2012 - December 2012

Position Number	Position Title	Budget Hours July-Dec.	Hourly Rate	10100 Salary & Wages	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10400 Workers Comp.	10500 401(A) Match	Total	
					(0.0765)	(\$395.83/mo)	(0.0029)	(\$3.92/mo)	(\$29.67/mo.)	(0.0339)	(\$30/mo.)		
560	DJO	1040	15.56	\$ 16,182.40	\$ 1,237.95	\$ 2,374.98	\$ 46.93	\$ 23.52	\$ 178.02	\$ 548.58	\$ 180.00	\$ 20,592.39	
561	DJO	1040	15.56	\$ 16,182.40	\$ 1,237.95	\$ 2,374.98	\$ 46.93	\$ 23.52	\$ 178.02	\$ 548.58	\$ 180.00	\$ 20,592.39	
July-December 2012 Exp Estimate:					<u>\$ 32,364.80</u>	<u>\$ 2,475.91</u>	<u>\$ 4,749.96</u>	<u>\$ 93.86</u>	<u>\$ 47.04</u>	<u>\$ 356.04</u>	<u>\$ 1,097.17</u>	<u>\$ 360.00</u>	<u>\$ 41,544.78</u>
2012 Budget Amendment Expenditure Amounts:					\$ 32,364.80	\$ 2,475.91	\$ 4,749.96	\$ 93.86	\$ 47.04	\$ 356.04	\$ 1,097.17	\$ 360.00	<u>\$ 41,544.78</u>
2012 Budget Amendment Revenue Amounts:					\$ 32,364.80	\$ 2,475.91	\$ 4,749.96	\$ 93.86	\$ 47.04	\$ 356.04	\$ 1,097.17	\$ 360.00	<u>\$ 41,544.78</u>


Grant Award:	
July-Dec 2012	\$41,544.78
January-June 2013	\$41,544.78
TOTAL GRANT AWARD	<u>\$83,089.56</u>

1243 Judicial Grants & Contracts  
 Probation Services Grant  
 Calculations for Budget Amendment  
 January 2013- June 2013

Position Number	Position Title	Budget Hours Jan.- June	Hourly Rate	10100 Salary & Wages	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10400 Workers Comp	10500 401(A) Match	Total	
					(0.0765)	(\$395.83/mo.)	(0.0029)	(\$3.92/mo)	(\$29.67/mo)	(0.0339)	(\$30/mo.)		
560	DJO	1040	15.56	\$ 16,182.40	\$ 1,237.95	\$ 2,374.98	\$ 46.93	\$ 23.52	\$ 178.02	\$ 548.58	\$ 180.00	\$ 20,592.39	
561	DJO	1040	15.56	\$ 16,182.40	\$ 1,237.95	\$ 2,374.98	\$ 46.93	\$ 23.52	\$ 178.02	\$ 548.58	\$ 180.00	\$ 20,592.39	
Jan.-June 2013 Exp Estimate:					<u>\$ 32,364.80</u>	<u>\$ 2,475.91</u>	<u>\$ 4,749.96</u>	<u>\$ 93.86</u>	<u>\$ 47.04</u>	<u>\$ 356.04</u>	<u>\$ 1,097.17</u>	<u>\$ 360.00</u>	<u>\$ 41,544.78</u>
2013 Budget Amendment Expenditure Amounts:					\$ 32,364.80	\$ 2,475.91	\$ 4,749.96	\$ 93.86	\$ 47.04	\$ 356.04	\$ 1,097.17	\$ 360.00	<u>\$ 41,544.78</u>
2013 Budget Amendment Revenue Amounts:					\$ 32,364.80	\$ 2,475.91	\$ 4,749.96	\$ 93.86	\$ 47.04	\$ 356.04	\$ 1,097.17	\$ 360.00	<u>\$ 41,544.78</u>

Grant Award:  
 July-Dec 2012      \$41,544.78  
 Jan-June 2013     \$41,544.78  
 TOTAL GRANT AWARD: \$83,089.56



**Re: Award letter for DYS Grant**   
Rick Gaines to: Diana Vaughan  
Cc: Marsha Plank

08/23/2012 03:21 PM

---

History: This message has been replied to.

---

I am told that there will not be an award letter sent as the grant is now a renewal with the same figures.

---

Diana Vaughan Hello, Have you ever received the actual award l... 08/23/2012 03:19:56 PM

From: Diana Vaughan/13/Courts/Judicial  
To: Rick Gaines/13/Courts/Judicial@Judicial  
Cc: Marsha Plank/13/Courts/Judicial@Judicial  
Date: 08/23/2012 03:19 PM  
Subject: Award letter for DYS Grant

---


Hello,

Have you ever received the actual award letter for the DYS grant? I have the application information, but needed to send in the award letter as backup with the budget amendment.

Thanks.

Diana



Re: Fw: DYS Grant   
 Marsha Plank to: Diana Vaughan  
 Cc: Rick Gaines

07/01/2011 02:46 PM

History: This message has been replied to.

Good afternoon, Diana. Below is the information you requested:

Probation Services Enhancement	\$77,276.01	<i>83,089.56</i>
Intensive Intervention Model Program	\$10,156.99	<i>(pay increase in 2012)</i>
TOTAL DYS FUND APPROVED	\$87,433.00	<i>Total stayed the same</i>

Please let me know if you have any questions or if additional information is needed.

Thank you,

Marsha Plank  
 Family Court Services - Juvenile Division  
 Boone County Courthouse  
 705 East Walnut  
 Columbia, MO 65201  
 Telephone: (573) 886-4200  
 Fax: (573) 886-4030

83,089.56 +  
 -  
 Amount short **5,813.55 \***  
 Intensive Intervention 10,156.99 +  
 Budgeted  
 Remaining to **5,813.55 \***  
 use for Probation

Diana Vaughan Thank you. I'll just wait to hear from you. From: 06/14/2011 02:27:35 PM

From: Diana Vaughan/13/Courts/Judicial  
 To: Rick Gaines/13/Courts/Judicial@Judicial  
 Cc: Marsha Plank/13/Courts/Judicial@Judicial  
 Date: 06/14/2011 02:27 PM  
 Subject: Re: Fw: DYS Grant

Thank you. I'll just wait to hear from you.

Rick Gaines I have not received anything from dys at this poi... 06/14/2011 01:30:03 PM  
 Marsha Plank Have you received a letter of award yet? If so, d... 06/14/2011 01:24:59 PM



**State of Missouri  
Department of Social Services  
Contract Amendment**

*Contract Description: Juvenile Court Diversion (JCD)  
Amendment Description: Contract Renewal  
Effective Date: July 1, 2012*

**Contract #: ERS172-362**

**State Vendor #: 43600055708**

**Amendment # 001**

**Contractor Information:**

Contractor Name: **13<sup>th</sup> Judicial Circuit**  
Mailing Address: **705 E. Walnut Street**  
City, State Zip: **Columbia, MO 65201-4487**

The above referenced contract between **13<sup>th</sup> Judicial Circuit** and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2012 through June 30, 2013 .
2. This amendment shall be effective July 1, 2012. All other terms and conditions shall remain unchanged.

~~~~~  
*In witness thereof, the parties below hereby execute this agreement.*

*Contractors signature not required*

\_\_\_\_\_  
Authorized Signature for the Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Jennifer R. Tidball*

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
May 22, 2012

\_\_\_\_\_  
Date

**FRINGE BENEFITS FOR GRANT FUNDED COURT EMPLOYEES**

|                                       | Total Personnel Salaries and Wages of Benefit Eligibles | Basis for Monthly Cost Estimate (decimal) | Number of Benefit Eligible Positions | Basis for Monthly Benefit (fixed \$) | Total Months of Benefit Eligibility | Total Fringe Benefit Request |
|---------------------------------------|---------------------------------------------------------|-------------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|------------------------------|
| Pension / Retirement                  | \$ 64,029.12                                            |                                           |                                      |                                      |                                     | \$ -                         |
| Social Security                       |                                                         |                                           |                                      |                                      |                                     |                              |
| OASDI                                 | \$ 64,029.12                                            | 0.062                                     |                                      |                                      |                                     | \$ 3,969.81                  |
| Medicare                              | \$ 64,029.12                                            | 0.0145                                    |                                      |                                      |                                     | \$ 928.42                    |
| Health Insurance                      |                                                         |                                           | 2                                    | 400                                  | 24                                  | \$ 9,600.00                  |
| Life Insurance                        |                                                         |                                           | 2                                    | 4                                    | 24                                  | \$ 96.00                     |
| Long Term Disability                  | \$ 64,029.12                                            | 0.0037                                    |                                      |                                      |                                     | \$ 236.91                    |
| Workers Compensation and Unemployment | \$ 64,029.12                                            | 0.0339                                    |                                      |                                      |                                     | \$ 2,170.59                  |
| Other (Please Identify)               | \$ 64,029.12                                            |                                           | 2                                    | 60                                   | 24                                  | \$ 1,440.00                  |
| <b>TOTAL Cost of Fringe Benefits</b>  |                                                         |                                           |                                      |                                      |                                     | <b>\$ 18,441.72</b>          |

TOTAL Cost of Fringe Benefits                   \$       18,441.72

Local Funds Committed for Fringe:

PERCENTAGE  
0.00%

DYS FUNDS REQUESTED:                   \$       18,441.72

100.00%  

---

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100.00%

Brief Explainaton of Other



**TRAVEL AND PROFESSIONAL DEVELOPMENT**

| Purpose<br>(in-state travel only) | Personnel          | Projected Number<br>of Miles | Professional<br>Development<br>Expense | Projected Meal<br>Expenses | Projected Lodging<br>Expenses | Total |
|-----------------------------------|--------------------|------------------------------|----------------------------------------|----------------------------|-------------------------------|-------|
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
|                                   |                    |                              |                                        |                            |                               | \$ -  |
| <b>Totals of Above</b>            |                    |                              | \$ -                                   | \$ -                       | \$ -                          | \$ -  |
|                                   | <b>Total Miles</b> | 0                            | <b>RATE PER MILE:</b>                  |                            | <b>Milage</b>                 | \$ -  |
|                                   |                    |                              |                                        |                            | <b>TOTAL TRAVEL</b>           | \$ -  |

|                                   |           |          |
|-----------------------------------|-----------|----------|
| Professional Development Expenses | \$        | -        |
| Meal Expenses                     | \$        | -        |
| Lodging Expenses                  | \$        | -        |
| Milage Expenses                   | \$        | -        |
| <b>TOTAL Travel Expenses</b>      | <u>\$</u> | <u>-</u> |

|                       |                      |
|-----------------------|----------------------|
| Local Funds Committed | <input type="text"/> |
| DYS FUNDS REQUESTED:  | \$ -                 |

|            |
|------------|
| PERCENTAGE |
| #DIV/0!    |
| #DIV/0!    |
| #DIV/0!    |

EQUIPMENT OR PROPERTY

| Number of Units                     | Equipment or Property Description | Justification | Unit Cost | Total Cost |
|-------------------------------------|-----------------------------------|---------------|-----------|------------|
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
|                                     |                                   |               |           | \$ -       |
| TOTAL COST OF EQUIPMENT OR PROPERTY |                                   |               |           | \$ -       |

|                                          |      |                     |
|------------------------------------------|------|---------------------|
| Total Expenses for Equipment or Property | \$ - | PERCENT             |
| Local Funds Committed                    |      | #DIV/0!             |
| DYS FUNDS REQUESTED                      | \$ - | #DIV/0!             |
|                                          |      | <hr/> #DIV/0! <hr/> |







Fw: Grants  
Rick Gaines to: Diana Vaughan

06/04/2012 08:43 AM

Good morning,

Here is our budget distribution for my grant.

thanks,

----- Forwarded by Rick Gaines/13/Courts/Judicial on 06/04/2012 08:42 AM -----

From: Ann Schnell/13/Courts/Judicial  
To: Rick Gaines/13/Courts/Judicial@Judicial  
Date: 04/04/2012 11:21 AM  
Subject: Grants

Rick

Attached are the budget forms for the two grants. The benefit amount decreased from 2011, so that is the change. I didn't know if you want me to keep them at the same level or decrease, so I decreased a little but not the full amount in case there is an increase in 2013.



Exhibit E - Budget Forms for Probation Services 12.xls



Exhibit E - Budget Forms Intensive Intervention 12.xls

-----  
Ann Schnell  
13th Circuit Court  
Robert L. Perry Juvenile Justice Center  
Phone 573-886-4450  
Fax 573-886-4461

# YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

EXHIBIT E-7

## BUDGET SUMMARY AND OUTLINE

Judicial Circuit #:  

Project Title:  

Contract Number: ERO

State Fiscal Year: 2012

**BUDGET SUMMARY:**

| Budgeted Expenditures  | Local Funds<br>Committed | DYS FUNDS<br>REQUESTED |
|------------------------|--------------------------|------------------------|
| Salaries               | \$ -                     | \$ 64,029.12           |
| Wages                  | \$ -                     | \$ -                   |
| Fringe                 | \$ -                     | \$ 18,441.72           |
| <b>Total Personnel</b> | <b>\$ -</b>              | <b>\$ 82,470.84</b>    |
| Travel                 | \$ -                     | \$ -                   |
| Equipment              | \$ -                     | \$ -                   |
| Supplies               | \$ -                     | \$ -                   |
| Contractual            | \$ -                     | \$ -                   |
| <b>TOTAL</b>           | <b>\$ -</b>              | <b>\$ 82,470.84</b>    |
|                        | 0.00%                    | 1                      |

**BUDGET DETAIL:**

| Funding Category                | Budgeted<br>Expenditure | Local Commitment | Requested<br>Funding | Approved<br>Funding |
|---------------------------------|-------------------------|------------------|----------------------|---------------------|
| Salary Expenses                 | \$ 64,029.12            | \$ -             | \$ 64,029.12         | \$ -                |
| Wage Expenses                   | \$ -                    | \$ -             | \$ -                 | \$ -                |
| Fringe Benefits                 | \$ 18,441.72            | \$ -             | \$ 18,441.72         | \$ -                |
| <b>TOTAL PERSONNEL</b>          | <b>\$ 82,470.84</b>     | <b>\$ -</b>      | <b>\$ 82,470.84</b>  | <b>\$ -</b>         |
| Professional Development        | \$ -                    | \$ -             | \$ -                 | \$ -                |
| Meals                           | \$ -                    | \$ -             | \$ -                 | \$ -                |
| Lodging                         | \$ -                    | \$ -             | \$ -                 | \$ -                |
| Milage                          | \$ -                    | \$ -             | \$ -                 | \$ -                |
| <b>TOTAL TRAVEL &amp; PD</b>    | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL EQUIP OR PROPERTY</b>  | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL SUPPLIES / OPP</b>     | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL CONTRACTUAL</b>        | <b>\$ -</b>             | <b>\$ -</b>      | <b>\$ -</b>          | <b>\$ -</b>         |
| <b>TOTAL DYS FUNDS APPROVED</b> |                         |                  |                      | <b>\$ -</b>         |

**PERSONNEL**

EXHIBIT E - 1

| Salaried Employees -<br>Enter only one position per line | Working Title           | Job Class Title per Uniform Classification and Pay System (UCP) | Deputized? | FTE  | Full-time Monthly Salary | multiplied by mo. per year | Equals Annual Salary | Annual Salary Last Year | Change |
|----------------------------------------------------------|-------------------------|-----------------------------------------------------------------|------------|------|--------------------------|----------------------------|----------------------|-------------------------|--------|
|                                                          | Deputy Juvenile Officer | Juvenile Officer I                                              | YES        | 1.00 | \$ 2,667.88              | 12                         | \$ 32,014.56         | \$ 32,014.56            | \$ -   |
|                                                          | Deputy Juvenile Officer | Juvenile Officer I                                              | YES        | 1.00 | \$ 2,667.88              | 12                         | \$ 32,014.56         | \$ 32,014.56            | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |
|                                                          |                         |                                                                 |            |      |                          |                            | \$ -                 |                         | \$ -   |

**TOTAL SALARIES**    \$ 64,029.12    \$ 64,029.12    \$ -

| Hourly Employees -<br>Enter only one position per line | Working Title | Benefit Eligible? | Hours / Month | Hourly Wage | multiplied by mo. per year | Equals Requested Annual Wage | Wages Earned Last Year | Change |
|--------------------------------------------------------|---------------|-------------------|---------------|-------------|----------------------------|------------------------------|------------------------|--------|
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |
|                                                        |               |                   |               |             |                            | \$ -                         |                        | \$ -   |

**TOTAL WAGES**    \$ -    \$ -    \$ -

|  |  |  |  |                                     |    |              |  |  |
|--|--|--|--|-------------------------------------|----|--------------|--|--|
|  |  |  |  | Total Months of Benefit Eligibility | 24 |              |  |  |
|  |  |  |  | <b>TOTAL of Salaries and Wages</b>  |    | \$ 64,029.12 |  |  |

Total Number of Benefit Eligible Positions 2

|                       |    |                  |                                           | PERCENTAGE                                                            |
|-----------------------|----|------------------|-------------------------------------------|-----------------------------------------------------------------------|
| TOTAL Salary Expenses | \$ | 64,029.12        | Local Funds Committed for Salaries        | <span style="border: 1px solid black; padding: 2px;"> </span> 0.00%   |
|                       |    |                  | DYS FUNDS REQUESTED FOR SALARIES          | \$ 64,029.12 100.00%                                                  |
| TOTAL Wage Expenses   | \$ | -                | Local Funds Committed for Wages           | <span style="border: 1px solid black; padding: 2px;"> </span> #DIV/0! |
|                       |    |                  | DYS FUNDS REQUESTED FOR WAGES             | \$ - #DIV/0!                                                          |
| TOTAL Salary & Wages  | \$ | <u>64,029.12</u> | Total Local Funds Committed for Personnel | \$ - 0.00%                                                            |
|                       |    |                  | TOTAL DYS PERSONNEL FUNDS REQUESTED       | \$ 64,029.12 <u>100.00%</u><br><u>100.00%</u>                         |



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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 to increase revenue and expenditures for the Intensive Intervention grant:

| Department | Account | Department Name | Account Name        | Decrease \$ | Increase \$ |
|------------|---------|-----------------|---------------------|-------------|-------------|
| 1243       | 03451   | Judicial Grants | State Reimbursement |             | 4,335.00    |
| 1243       | 10100   | Judicial Grants | Salaries/Wages      |             | 4,027.00    |
| 1243       | 10200   | Judicial Grants | FICA                |             | 308.00      |

Done this 20<sup>th</sup> day of September, 2012.

ATTEST:

Wendy S. Noren cc  
 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

Absent

Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

8/24/12

EFFECTIVE DATE

FOR AUDITORS USE

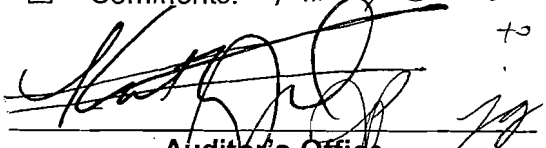
| Department |   |   |   | Account |   |   |   |   | Department Name | Account Name        | (Use whole \$ amounts) |          |
|------------|---|---|---|---------|---|---|---|---|-----------------|---------------------|------------------------|----------|
|            |   |   |   |         |   |   |   |   |                 |                     | Decrease               | Increase |
| 1          | 2 | 4 | 3 | 0       | 3 | 4 | 5 | 1 | Judicial Grants | State Reimbursement |                        | \$4,335  |
| 1          | 2 | 4 | 3 | 1       | 0 | 1 | 0 | 0 | Judicial Grants | Salaries/Wages      |                        | \$4,027  |
| 1          | 2 | 4 | 3 | 1       | 0 | 2 | 0 | 0 | Judicial Grants | FICA                |                        | \$308    |
|            |   |   |   |         |   |   |   |   |                 |                     |                        |          |
|            |   |   |   |         |   |   |   |   |                 |                     |                        |          |

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Intensive Intervention grant. This budget amendment covers 7/1/12 to 12/31/12.**


  
 \_\_\_\_\_  
 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. *Budget Neutral.*
- Comments: *Family Counselor Pool Salary to end of year. Now budgeted in FY13 to cover DJO positions which are full-time.*

  
 \_\_\_\_\_  
 Auditor's Office

*Commission*

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

*Absent*  
 \_\_\_\_\_  
 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.

1243 Judicial Grants & Contracts  
 Intensive Intervention Grant  
 Calculations for Budget Amendment  
 July 2012 - December 2012

|                                            | Position Number | Position Title        | Budget Hours July - December | Hourly Rate | 10100 Salary & Wages | 10200 FICA | Expenditure Budget TOTAL | Revenue Budget | Difference |
|--------------------------------------------|-----------------|-----------------------|------------------------------|-------------|----------------------|------------|--------------------------|----------------|------------|
| July-Dec 2012 Exp. Estimate                | 536             | Family Counselor Pool | 273                          | \$ 14.75    | \$4,026.75           | \$ 308.05  | <u>\$ 4,334.80</u>       | \$ 4,343.44    | \$ 8.64    |
| 2012 Budget Amendment Expenditure Amounts: |                 |                       |                              |             | \$4,026.75           | \$ 308.05  | <u>\$ 4,334.80</u>       |                |            |
| 2012 Budget Amendment Revenue Amounts:     |                 |                       |                              |             | \$4,026.75           | \$ 308.05  | <u>\$ 4,334.80</u>       |                |            |

Grant Award:

|                   |                 |
|-------------------|-----------------|
| July-Dec 2012     | 4,334.80        |
| Jan-June 2013     | <u>0.00</u>     |
|                   | <u>4,334.80</u> |
| TOTAL GRANT AWARD | 4,343.44        |


1243 Judicial Grants & Contracts  
 Intensive Intervention Grant  
 Calculations for Budget Amendment  
 January 2013 - June 2013

|                                            | Position Number | Position Title        | Budget Hours Jan.- June | Hourly Rate | 10100 Salary & Wages | 10200 FICA | Expenditure Budget TOTAL | Revenue Budget | Difference |
|--------------------------------------------|-----------------|-----------------------|-------------------------|-------------|----------------------|------------|--------------------------|----------------|------------|
| Jan.-June 2013 Exp. Estimate               | 536             | Family Counselor Pool | 0                       | \$ 14.75    | \$ -                 | \$ -       | <u>\$ -</u>              | \$ -           | \$ -       |
| 2013 Budget Amendment Expenditure Amounts: |                 |                       |                         |             | \$ -                 | \$ -       | <u>\$ -</u>              |                |            |
| 2013 Budget Amendment Revenue Amounts:     |                 |                       |                         |             | \$ -                 | \$ -       | <u>\$ -</u>              |                |            |

Grant Award:

|                   |                 |
|-------------------|-----------------|
| July-Dec 2012     | 4,334.80        |
| Jan-June 2013     | <u>4,334.80</u> |
| TOTAL GRANT AWARD | 4,343.44        |



Re: Fw: DYS Grant   
 Marsha Plank to: Diana Vaughan  
 Cc: Rick Gaines

07/01/2011 02:46 PM

History: This message has been replied to.

Good afternoon, Diana. Below is the information you requested:

|                                      |             |                       |
|--------------------------------------|-------------|-----------------------|
| Probation Services Enhancement       | \$77,276.01 |                       |
| Intensive Intervention Model Program | \$10,156.99 | (4343.44)             |
| TOTAL DYS FUND APPROVED              | \$87,433.00 | Total stayed the same |

Please let me know if you have any questions or if additional information is needed.

Thank you,

Marsha Plank  
 Family Court Services - Juvenile Division  
 Boone County Courthouse  
 705 East Walnut  
 Columbia, MO 65201  
 Telephone: (573) 886-4200  
 Fax: (573) 886-4030

Grant Award 87,433.00 +  
 Probation DJS 5,210.55 -  
 Remaining for 4,343.44 \*  
 Intensive Intervention

Diana Vaughan Thank you. I'll just wait to hear from you. From: 06/14/2011 02:27:35 PM

From: Diana Vaughan/13/Courts/Judicial  
 To: Rick Gaines/13/Courts/Judicial@Judicial  
 Cc: Marsha Plank/13/Courts/Judicial@Judicial  
 Date: 06/14/2011 02:27 PM  
 Subject: Re: Fw: DYS Grant

Thank you. I'll just wait to hear from you.

Rick Gaines I have not received anything from dys at this poi... 06/14/2011 01:30:03 PM

Marsha Plank Have you received a letter of award yet? If so, d... 06/14/2011 01:24:59 PM



**State of Missouri  
Department of Social Services  
Contract Amendment**

*Contract Description: Juvenile Court Diversion (JCD)  
Amendment Description: Contract Renewal  
Effective Date: July 1, 2012*

*Contract #: ERS172-362*

*State Vendor #: 43600055708*

*Amendment # 001*

**Contractor Information:**

**Contractor Name: 13<sup>th</sup> Judicial Circuit  
Mailing Address: 705 E. Walnut Street  
City, State Zip: Columbia, MO 65201-4487**

The above referenced contract between **13<sup>th</sup> Judicial Circuit** and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2012 through June 30, 2013 .
2. This amendment shall be effective July 1, 2012. All other terms and conditions shall remain unchanged.

~~~~~  
*In witness thereof, the parties below hereby execute this agreement.*

*Contractors signature not required*

\_\_\_\_\_  
Authorized Signature for the Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date




\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
May 22, 2012

\_\_\_\_\_  
Date



Re: Award letter for DYS Grant   
Rick Gaines to: Diana Vaughan  
Cc: Marsha Plank

08/23/2012 03:21 PM

---

History: This message has been replied to.

---

I am told that there will not be an award letter sent as the grant is now a renewal with the same figures.

---

Diana Vaughan

Hello, Have you ever received the actual award l...

08/23/2012 03:19:56 PM

From: Diana Vaughan/13/Courts/Judicial  
To: Rick Gaines/13/Courts/Judicial@Judicial  
Cc: Marsha Plank/13/Courts/Judicial@Judicial  
Date: 08/23/2012 03:19 PM  
Subject: Award letter for DYS Grant

---

Hello,

Have you ever received the actual award letter for the DYS grant? I have the application information, but needed to send in the award letter as backup with the budget amendment.

Thanks.

Diana



**Fw: Grants**  
Rick Gaines to: Diana Vaughan

06/04/2012 08:43 AM

---

Good morning,

Here is our budget distribution for my grant.

thanks,

----- Forwarded by Rick Gaines/13/Courts/Judicial on 06/04/2012 08:42 AM -----

From: Ann Schnell/13/Courts/Judicial  
To: Rick Gaines/13/Courts/Judicial@Judicial  
Date: 04/04/2012 11:21 AM  
Subject: Grants

---

Rick

Attached are the budget forms for the two grants. The benefit amount decreased from 2011, so that is the change. I didn't know if you want me to keep them at the same level or decrease, so I decreased a little but not the full amount in case there is an increase in 2013.



Exhibit E - Budget Forms for Probation Services 12.xls



Exhibit E - Budget Forms Intensive Intervention 12.xls

---

Ann Schnell  
13th Circuit Court  
Robert L. Perry Juvenile Justice Center  
Phone 573-886-4450  
Fax 573-886-4461



# YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

EXHIBIT E-7

## BUDGET SUMMARY AND OUTLINE

Judicial Circuit #:

Project Title:

Contract Number: ERO

State Fiscal Year: 2012

**BUDGET SUMMARY:**

Budgeted Expenditures	Local Funds Committed	DYS FUNDS REQUESTED
Salaries	-	-
Wages	-	14,160.00
Fringe	-	1,083.24
<b>Total Personnel</b>	-	15,243.24
Travel	-	-
Equipment	-	-
Supplies	-	-
Contractual	-	-
<b>TOTAL</b>	-	15,243.24
	0.00%	1

**BUDGET DETAIL:**

Funding Category	Budgeted Expenditure	Local Commitment	Requested Funding	Approved Funding
Salary Expenses	-	-	-	-
Wage Expenses	14,160.00	-	14,160.00	-
Fringe Benefits	1,083.24	-	1,083.24	-
<b>TOTAL PERSONNEL</b>	<b>15,243.24</b>	-	<b>15,243.24</b>	-
Professional Development	-	-	-	-
Meals	-	-	-	-
Lodging	-	-	-	-
Milage	-	-	-	-
<b>TOTAL TRAVEL &amp; PD</b>	-	-	-	-
<b>TOTAL EQUIP OR PROPERTY</b>	-	-	-	-
<b>TOTAL SUPPLIES / OPP</b>	-	-	-	-
<b>TOTAL CONTRACTUAL</b>	-	-	-	-
<b>TOTAL DYS FUNDS APPROVED</b>				<b>\$ -</b>



Total Number of Benefit Eligible Positions

				PERCENTAGE
TOTAL Salary Expenses	\$	-	Local Funds Committed for Salaries	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 15px; vertical-align: middle;"></span> #DIV/0!
			DYS FUNDS REQUESTED FOR SALARIES	\$ - #DIV/0!
TOTAL Wage Expenses	\$	14,160.00	Local Funds Committed for Wages	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 15px; vertical-align: middle;"></span> 0.00%
			DYS FUNDS REQUESTED FOR WAGES	\$ 14,160.00 100.00%
TOTAL Salary & Wages	\$	<u>14,160.00</u>	Total Local Funds Committed for Personnel	\$ - 0.00%
			TOTAL DYS PERSONNEL FUNDS REQUESTED	\$ 14,160.00 <u>100.00%</u> <u>100.00%</u>

FRINGE BENEFITS FOR GRANT FUNDED COURT EMPLOYEES

	Total Personnel Salaries and Wages of Benefit Eligibles	Basis for Monthly Cost Estimate (decimal)	Number of Benefit Eligible Positions	Basis for Monthly Benefit (fixed \$)	Total Months of Benefit Eligibility	Total Fringe Benefit Request
Pension / Retirement	\$ -					\$ -
Social Security						
OASDI	\$ 14,160.00	0.062				\$ 877.92
Medicare	\$ 14,160.00	0.0145				\$ 205.32
Health Insurance			0		0	\$ -
Life Insurance			0		0	\$ -
Long Term Disability	\$ -					\$ -
Workers Compensation and Unemployment	\$ -					\$ -
Other (Please Identify)	\$ -		0		0	\$ -
<b>TOTAL Cost of Fringe Benefits</b>						<b>\$ 1,083.24</b>

TOTAL Cost of Fringe Benefits                   \$           1,083.24

Local Funds Committed for Fringe:		PERCENTAGE
		0.00%
DYS FUNDS REQUESTED:	\$           1,083.24	100.00%
		<u>100.00%</u>

Brief Explainaton of Other

--	--

**TRAVEL AND PROFESSIONAL DEVELOPMENT**

Purpose (in-state travel only)	Personnel	Projected Number of Miles	Professional Development Expense	Projected Meal Expenses	Projected Lodging Expenses	Total
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Totals of Above</b>			\$ -	\$ -	\$ -	\$ -
	<b>Total Miles</b>	0	<b>RATE PER MILE:</b>		<b>Milage</b>	\$ -
					<b>TOTAL TRAVEL</b>	\$ -

Professional Development Expenses	\$	-
Meal Expenses	\$	-
Lodging Expenses	\$	-
Milage Expenses	\$	-
<b>TOTAL Travel Expenses</b>	<u>\$</u>	<u>-</u>

Local Funds Committed	<input type="text"/>
DYS FUNDS REQUESTED:	\$ -

PERCENTAGE  
#DIV/0!  

---

  
#DIV/0!  

---

EQUIPMENT OR PROPERTY

Number of Units	Equipment or Property Description	Justification	Unit Cost	Total Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL COST OF EQUIPMENT OR PROPERTY				\$ -

Total Expenses for Equipment or Property	\$ -	PERCENT
Local Funds Committed		#DIV/0!
DYS FUNDS REQUESTED	\$ -	#DIV/0!
		<u>#DIV/0!</u>

**SUPPLIES / OPERATIONS**

Supply or Operation Description	Justification	Estimated Monthly Cost	Number of Months	Yearly Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL COST OF SUPPLIES AND OPERATIONS</b>				\$ -

Total Expenses for Supplies and Operations	\$ -	PERCENTAGE
Local Funds Committed		#DIV/0!
DYS FUNDS REQUESTED	\$ -	#DIV/0!
		#DIV/0!





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 20<sup>th</sup> day of September 20 12

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Monday, September 24, 2012, at 2:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, and 610.021 (13) RSMo. to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

Done this 20<sup>th</sup> day of September, 2012.

ATTEST:

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

[Signature]  
Daniel K. Atwill  
Presiding Commissioner

[Signature]  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner