

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Missouri Soybean Association for a Conditional Use Permit for an Agri-business oriented to the agricultural community on 98.36 acres located at 5601 S Rangeline Road, Columbia.

- Farm implement sales and service will not be conducted on this property.
- Construction will be limited to the structure shown on the application and further development of the property related to the agribusiness lab/office use will require revision of the conditional use permit.
- The construction of the proposed structure will be done in full compliance with the requirements of Boone County Resource Management, the Boone County Fire Protection District, and the Columbia/Boone County Health Department.

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Missouri Soybean Association CUP

The minutes for the Planning and Zoning Commission meeting of August 18, 2011 along with the Boone County Zoning Regulations and Subdivision Regulations are entered into the record of this meeting.

The subject property is located on Rangeline Road, approximately 3 ½ miles east of the city limits of Columbia. The subject property is approximately 98 acres in size and is zoned A-1(Agriculture) and is surrounded by A-1 zoning. This is all original 1973 zoning. The Boone County Master Plan identifies this area as being suitable for rural residential and agricultural land uses.

The applicant is requesting a conditional use permit to operate a farm implement sales and service facility or other agribusiness oriented to and exclusively serving the agricultural community. Additional materials submitted to Boone County Resource Management – Planning indicate that the applicant desires to construct a building for use as an office and lab near their agricultural property. In addition to the subject tract, the applicants own an adjacent 92 acres to the northwest. As a facility which is exclusively serving the agricultural community, the activities described by the applicant allow them to apply for this conditional use permit.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

If operated in conformance with existing local regulations, this use should not be detrimental to or endanger the public health, safety, comfort, or general welfare.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The application materials describe the structure desired, a 15,400 square foot building with a dry lab, a wet lab, office space, seed storage, cold storage, and an equipment shed. The remainder of the subject property is being used for agricultural purposes on the majority of its acreage. That is consistent with the activity on the surrounding properties, which are being used for agricultural and rural residential land uses, with agriculture being most common. The inconsistency of the submitted materials with the text of the application makes ensuring that this criterion is met difficult. The applicant's testimony, along with that of the public, may be indicative as to whether this criterion is met.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

If operated in conformance with existing county regulations, the use should comply with this criterion. Public testimony may be indicative as to whether this criterion is met.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

Water service will need to be expanded by the extension of a water main from existing Public Water Service District #9 infrastructure. Road access is off of Rangeline Road, an asphalt-surfaced, county-maintained, public right of way. Wastewater treatment will be through an on-site system approved by the Columbia/Boone County Health Department.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

The establishment of this conditional use permit will not impede the normal and orderly development and improvement of surrounding properties. The limitations of the existing road and utility infrastructure will restrict development far more than approval of this conditional use permit.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

Access to this site is off of Rangeline Road, a publicly dedicated, county-maintained road. The use described by the application materials is not expected to be a major traffic generator, and any increased traffic should not overload existing public streets. However, the inconsistency between the application materials and application itself make ensuring that this criterion is met difficult. The applicant's testimony, along with that of the public, may be indicative as to whether this criterion is met.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The proposal conforms to other applicable regulations of the A-1 zoning district.

Zoning analysis: The uses requested in the application are broad, potentially intrusive, and may cause problems in the use and enjoyment of surrounding properties. Further review of the materials submitted by the applicant restricts the use to the lab/office building that is requested by the applicant. That restriction makes the conditional use more acceptable to ensuring the use and enjoyment of the surrounding properties. This

conditional use permit meets a technical analysis of the criteria identified in the Boone County Zoning Ordinance for approval.

Staff recommends approval of the request with the following conditions:

- 1) Farm implement sales & service will not be conducted on this property.
- 2) Construction will be limited to the structure shown on the application and further development of the property related to the agribusiness lab/office use will require revision of the conditional use permit.
- 3) The construction of the proposed structure will be done in full compliance with the requirements of Boone County Resource Management, the Boone County Fire Protection District, & the Columbia/Boone County Health Department.

The Planning & Zoning Commission conducted a public hearing on this request during their August 18, 2011 regular meeting. There were eleven members of the commission present.

Following the public hearing, a motion was made to recommend approval of the request with the staff conditions. That motion passed with 10 "Yes" votes and one "No" vote. The request comes forward with a recommendation for approval.

Testimony of James F. Fairchild to the Boone County Commission/Planning and Zoning Commission regarding request by the Missouri Soybean Council for Rezoning of Bay Farm (written 8.25.11)

To the Boone County Commission and Planning and Zoning Commission:

Thank you for allowing me to testify on Tuesday, Aug.16, 2011 regarding the Conditional Use Request by the Missouri Soybean Council to build an 11,000 sq. ft. research building/office on the Bay Farm site. I had many concerns regarding the proposal including the wording in the conditional zoning language that says "*Farm implement sales and service and other agribusiness uses oriented to and exclusively serving the agricultural community*". This wording led many to believe that the request was for the former...a farm implement sales and service business....which created much angst among neighbors in the area.

At the meeting, the Boone County Planning and Zoning Commission and the Missouri Soybean Council provided clarification that the conditional use request was for an office/research building only, and not a farm implement dealership and service facility. This may fit within the normal procedures of the conditional use process; however, it is not an efficient or prudent way to conduct this process of submission and denial/acceptance of zoning requests.

The Planning and Zoning Process needs to be changed in several ways. First, the staff report should be prepared and posted online 48 h prior to the meeting. This will save a lot of time and work for both the Public and the County. Second, the staff report should be provided to all attendees at the meeting *and* the staff report should be projected on a large screen for all to read. The Aug. 16 staff report, which was finalized on Aug. 19, was very confusing in the way it was written; few in the room really were able to follow the report. Rather, they relied on Mr. Harris's verbal interpretation and summary. This confusion is particularly alarming since the Soybean Council had submitted the conditional use request on July 11, or 5 weeks prior to the Aug. 16 meeting. There was plenty of time to handle this whole event in a more timely and professional manner. Even more important, the Planning and Zoning Website has not been updated with meeting minutes since April 2011....a 6-mth lapse in public-information transfer.

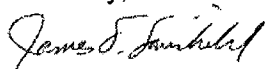
Lastly, I was particularly concerned that the University of Missouri had not been contacted by either the Soybean Council or the County regarding this proceeding. I was especially dismayed when Mr. Harris stated that "the commission has no control over the university and therefore did not need to contact them; in fact, this proposal will lead to better County oversight since we do have jurisdiction over the Bay Farm and the Soybean Council".

The above statement reflects a high degree of disregard for the University of Missouri which contributes hundreds of millions of dollars annually to the local community. This same disregard led to the relocation of the planned new high school in 2006 because Columbia Public Schools *failed* to "contact" the county regarding the lack of infrastructure at the Vemer site. In turn, the *Boone County was negligent* for not contacting Boone County Public Schools regarding concerns for the Vemer site even though the infrastructure concerns were publicly known and discussed over a 6-mth period.

Boone County is widely known and respected for its forethought in developing county-wide zoning and to have a Commission to enforce the zoning ordinances. However, the County is doing only the minimal work required by the statute. We can, and should, do better.

I am submitting this testimony by email because I am out of town on business. Please accept this written testimony for public reading at the Aug. 30 meeting and subsequent entry into the Official Record.

Sincerely,



James F. Fairchild
9603 E. Vemer's Ford Rd.
Columbia, MO 65201

Cc: The Columbia Missourian
The Columbia Tribune

REPORT & RECOMMENDATIONS
BOONE COUNTY PLANNING & ZONING COMMISSION

Regular Session – August 18, 2011
Eleven Members Present

Request by Missouri Soybean Association for a permit for an Agri-business oriented to the agricultural community on 98.36 acres located at 5601 S Rangeline Road, Columbia.

Commissioner Murphy made and Commissioner Martin seconded a motion to **approve** the request by Missouri Soybean Association for a permit for an Agri-business oriented to the agricultural community on 98.36 acres located at 5601 S Rangeline Road, Columbia **with the following staff conditions:**

1. Farm implement sales and service will not be conducted on this property.
2. Construction will be limited to the structure shown on the application and further development of the property related to the agribusiness lab/office use will require revision of the conditional use permit.
3. The construction of the proposed structure will be done in full compliance with the requirements of Boone County Resource Management, the Boone County Fire Protection District, & the Columbia/Boone County Health Department.

Boyd Harris – Yes

Gregory Martin – Yes

Brian Dollar – Yes

Paul Prevo – Yes

Eric Kurzejeski – Yes

Derin Campbell – Yes

Carl Freiling – Yes

Michael Morrison – NO

Larry Oetting – Yes

Michael Poehlman – Yes

Kevin Murphy – Yes

Motion to approve request passes. 10 YES 1 NO

□

Request by Marie Haught to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 10.4 acres, more or less, located at 5500 W Rte K, Columbia.

Commissioner Prevo made and Commissioner Kurzejeski seconded a motion to **approve** the request by Marie Haught to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 10.4 acres, more or less, located at 5500 W Rte K, Columbia.

Boyd Harris – Yes

Gregory Martin – Yes

Brian Dollar – Yes

Paul Prevo – Yes

Eric Kurzejeski – Yes

Derin Campbell – Yes

Carl Freiling – Yes

Michael Morrison – Yes

Larry Oetting – Yes

Michael Poehlman – Yes

Kevin Murphy – Yes

Motion to approve request passes unanimously

OWNER: Missouri Soybean Association

5601 S Rangeline Road, Columbia.

TRACT SIZE: 98.36 acres (applicant owns adjacent 92.09 acre tract).

CURRENT ZONING: A-1

ADJACENT ZONING: A-1

REQUEST TYPE: permit for an agri-business oriented to and exclusively serving the agricultural community.

LOCATION: this site is located 4 miles southeast of Columbia and 2 miles south of State Highway WW.

LAND USE: there is a single family dwelling on property that is otherwise used in row crop production.

PROPOSED USE: applicant works closely with University of Missouri Bradford Farm agricultural station. Plans include construction of a 15,000 sq. ft. building to include office space, storage. Eventual use may include a lab.

COMPREHENSIVE PLAN: the master plan designates this area as being suitable for agriculture and rural residential land uses.

ZONING HISTORY: there have been no previous requests submitted for this site.

NOTIFICATION: staff notified 15 property owners about this request.

REQUEST FOR CONDITIONAL USE PERMIT

Missouri Soybean Association

* 1. Missouri Soybean Association
Print Name (Property Owner) 3337 Emerald Land
Address Jefferson City, MO 65109 (573) 635-3819
City - State - Zip PHONE
Print Name (Potential Buyer/Lessee) Agent/Representative
Address
City - State - Zip PHONE

* 2. LEGAL DESCRIPTION of land for which Conditional Use Permit application is made, including Section, Township and Range. Please attach copy of Warranty Deed, Deed of Trust or survey.

E 1/2 SW/SEPT NW (TR 2 SUR 2464-79) Sec. 6 47 11

* 3. Present zoning A-1 Actual land use Agricultural

* 4. Lot/tract size 98.36 Acres/Sq. Ft. 5. Adjacent Zoning A-1

* 6. Classification and proposed use for conditional use: (Please be as detailed as possible in describing the proposed use)

Farm implement sales and service, and other agribusiness uses oriented to and exclusively serving the agricultural community.

* 7. Reason and justification for the request being submitted:

The Missouri Soybean Association would like to have a facility in closer proximity to their agricultural property.

* 8. Approximate size, use and location of any structure:

Existing: 1200 sq ft house in north section of tract.
Proposed: 15400 sq ft building in north section of tract to be used for agribusiness.

* 9. Type of wastewater system: On site- sub surface

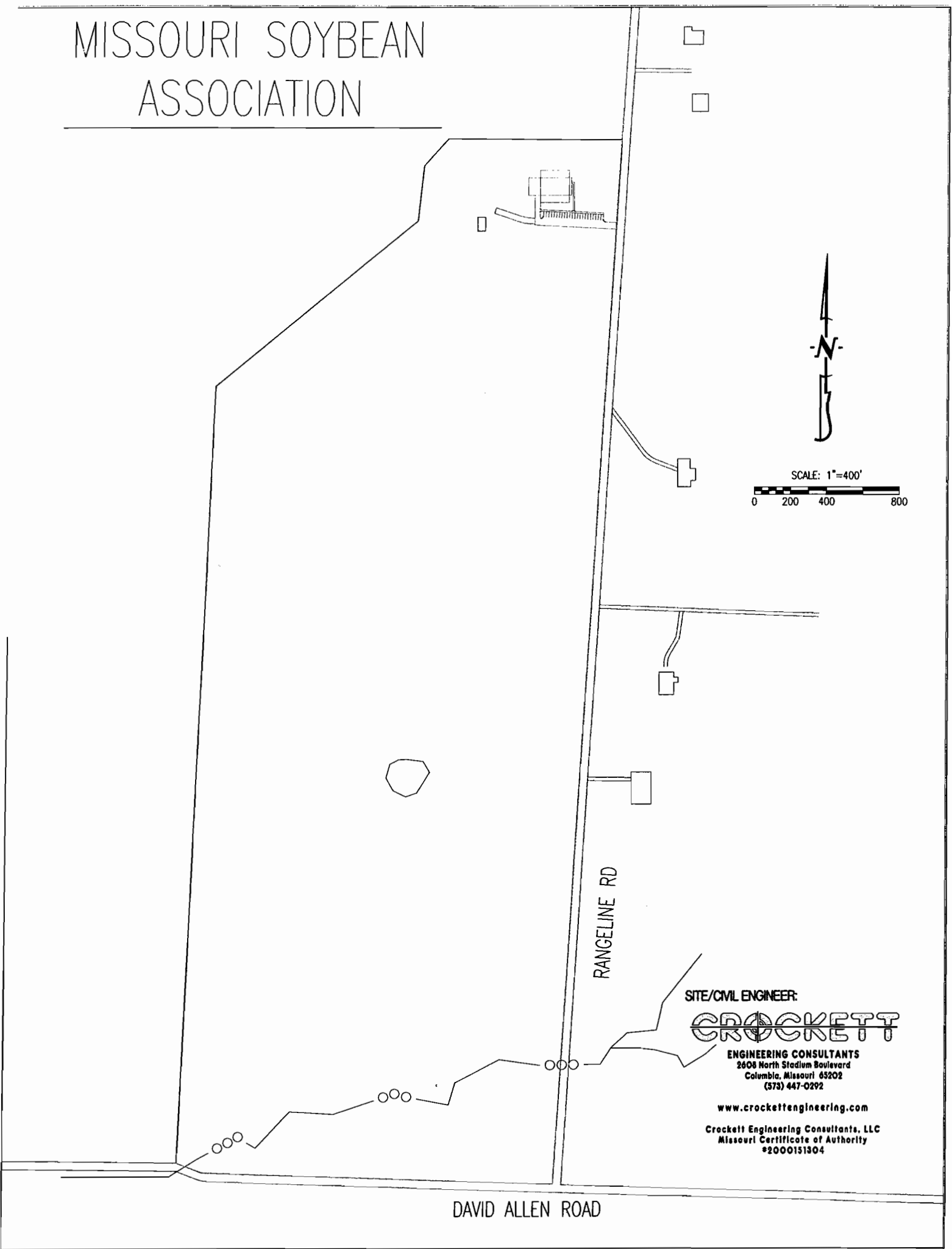
The above information is true and correct to the best of my knowledge. **FEE \$100.00 ** PLUS COSTS

Owner's Signature Date Potential Buyer's/Lessee's Signature Date
Agent/Representative

NOTE: Please attach any additional documentation, sketches, permits, names and addresses as required as minimum information. Failure to provide any of the required material will result in the invalidation of the application.

Received by Date
Boone County Planning & Building Inspections

MISSOURI SOYBEAN ASSOCIATION



SITE/CIVIL ENGINEER:

CROCKETT

ENGINEERING CONSULTANTS
2608 North Stadium Boulevard
Columbia, Missouri 65202
(573) 447-0292

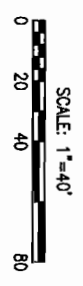
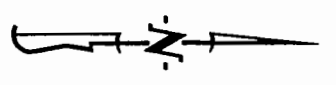
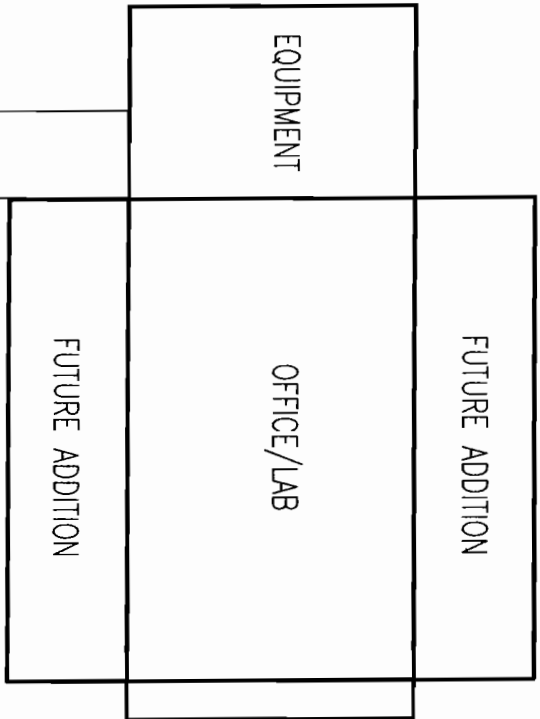
www.crockettengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#2000151304

DAVID ALLEN ROAD

MISSOURI SOYBEAN ASSOCIATION

EX DRIVE



SITE/CIVIL ENGINEER:

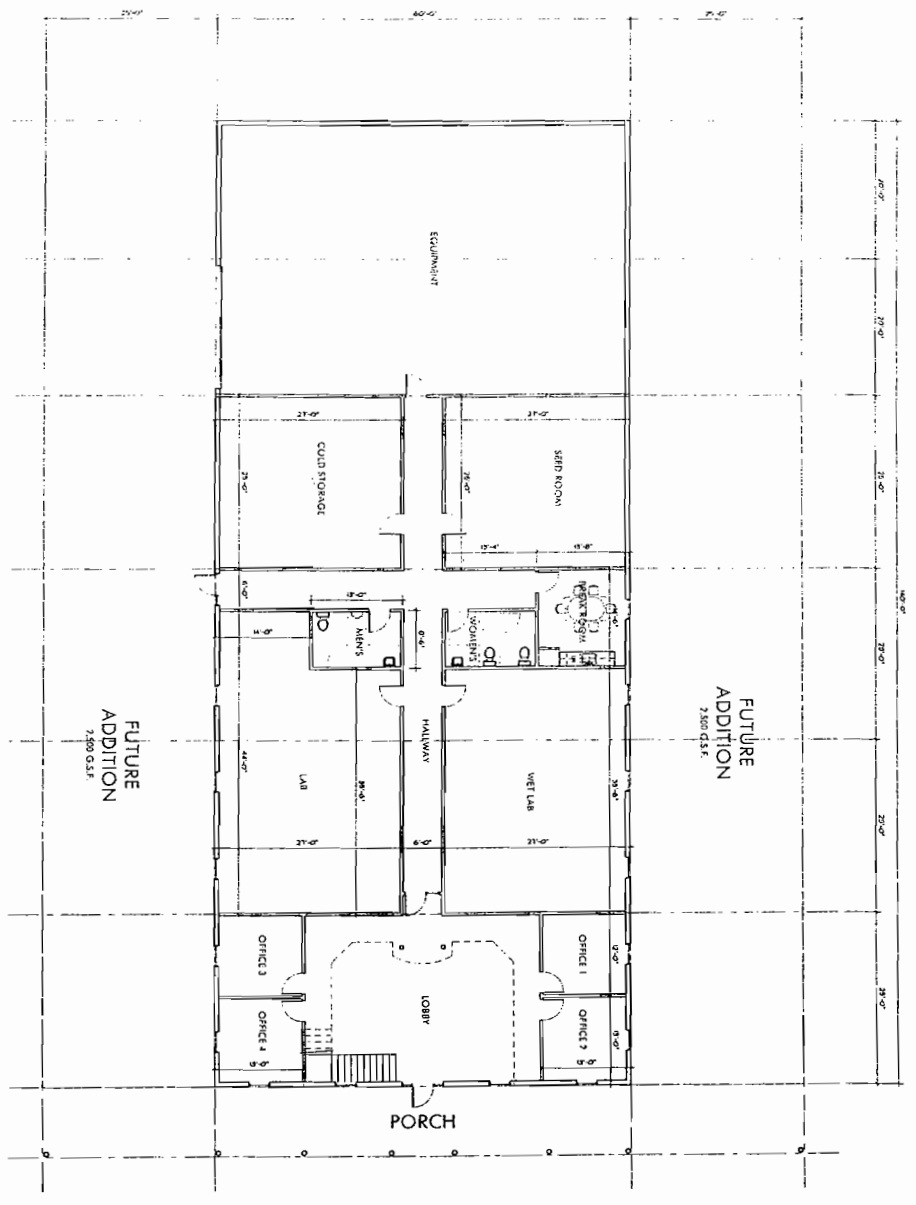


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2601 North Stadium Boulevard
Columbia, Missouri 65202
(378) 447-0292

www.crockettengineering.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
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RANGELINE RD

1 FLOOR PLAN



FUTURE
ADDITION
2,500 G.S.F.

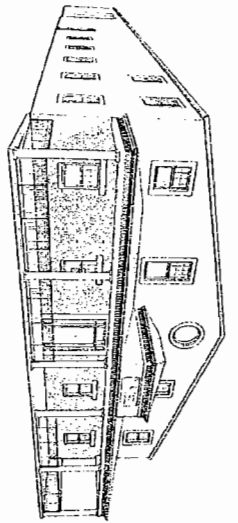
FUTURE
ADDITION
2,500 G.S.F.

MISSOURI SOYBEAN ASSOCIATION
5601 RANGE LINE ROAD
BOONE COUNTY, MISSOURI

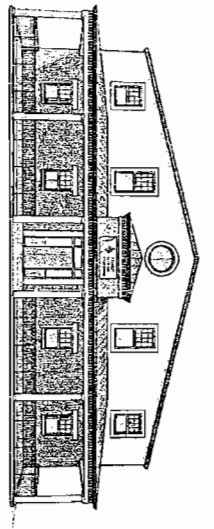
Herly
ASSOCIATES

DESIGNED BY
DRAWN BY
CHECKED BY
DATE

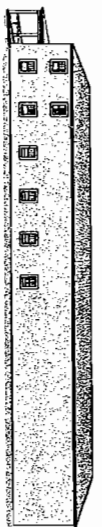
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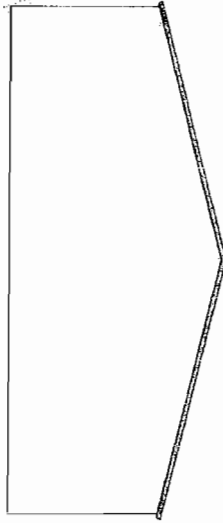
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NOT TO SCALE



2 EAST SIDE
NOT TO SCALE



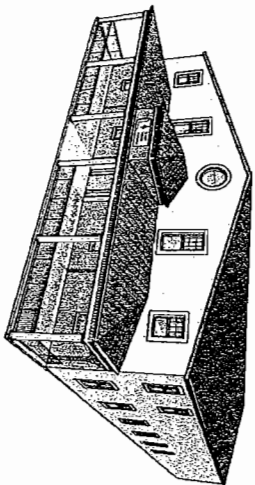
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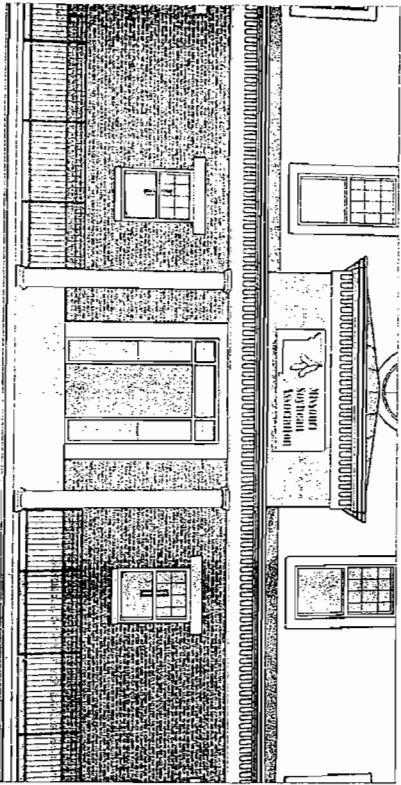
4 WEST SIDE



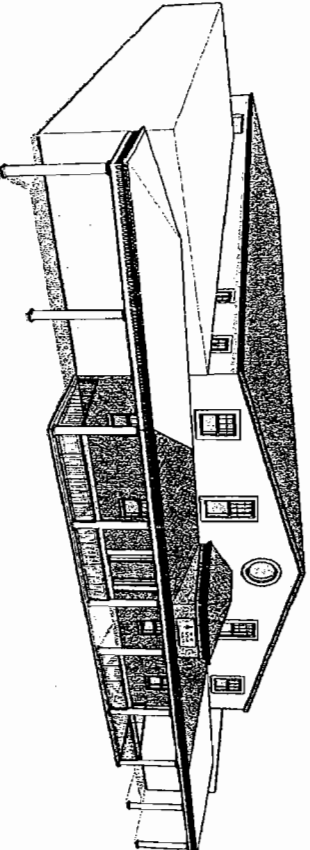
5 SOUTH SIDE
NOT TO SCALE



6 NORTHEAST VIEW
NOT TO SCALE



7 MAIN ENTRANCE
NOT TO SCALE



8 SOUTHEAST VIEW WITH FUTURE ADDITIONS
NOT TO SCALE



MISSOURI SOYBEAN ASSOCIATION
5601 RANGE LINE ROAD
BOONE COUNTY, MISSOURI

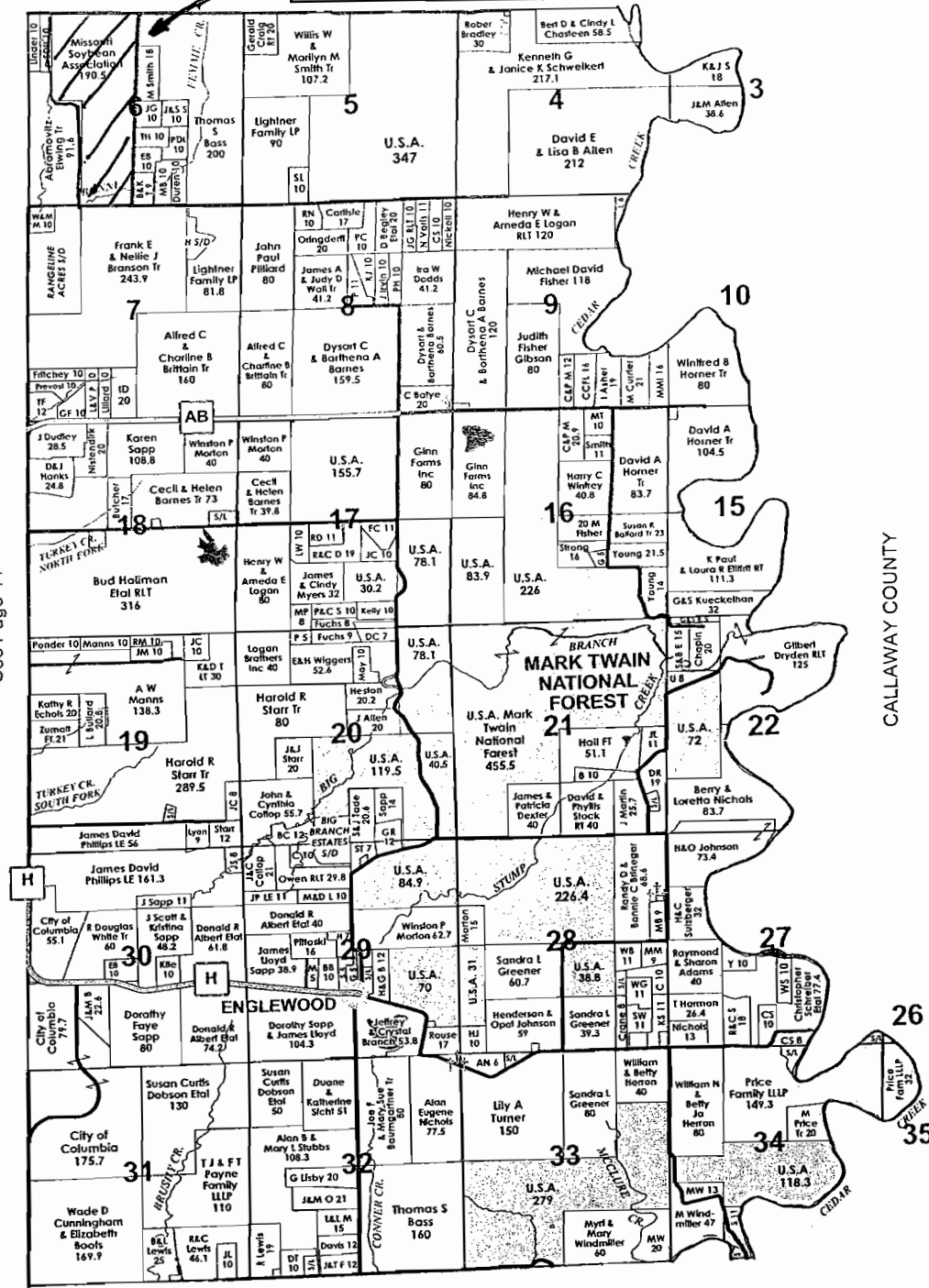
Herbly
ASSOCIATES

1111 N. 10th St.
Des Moines, IA 50319

OWNER
Missouri Soybean Association

A2.0

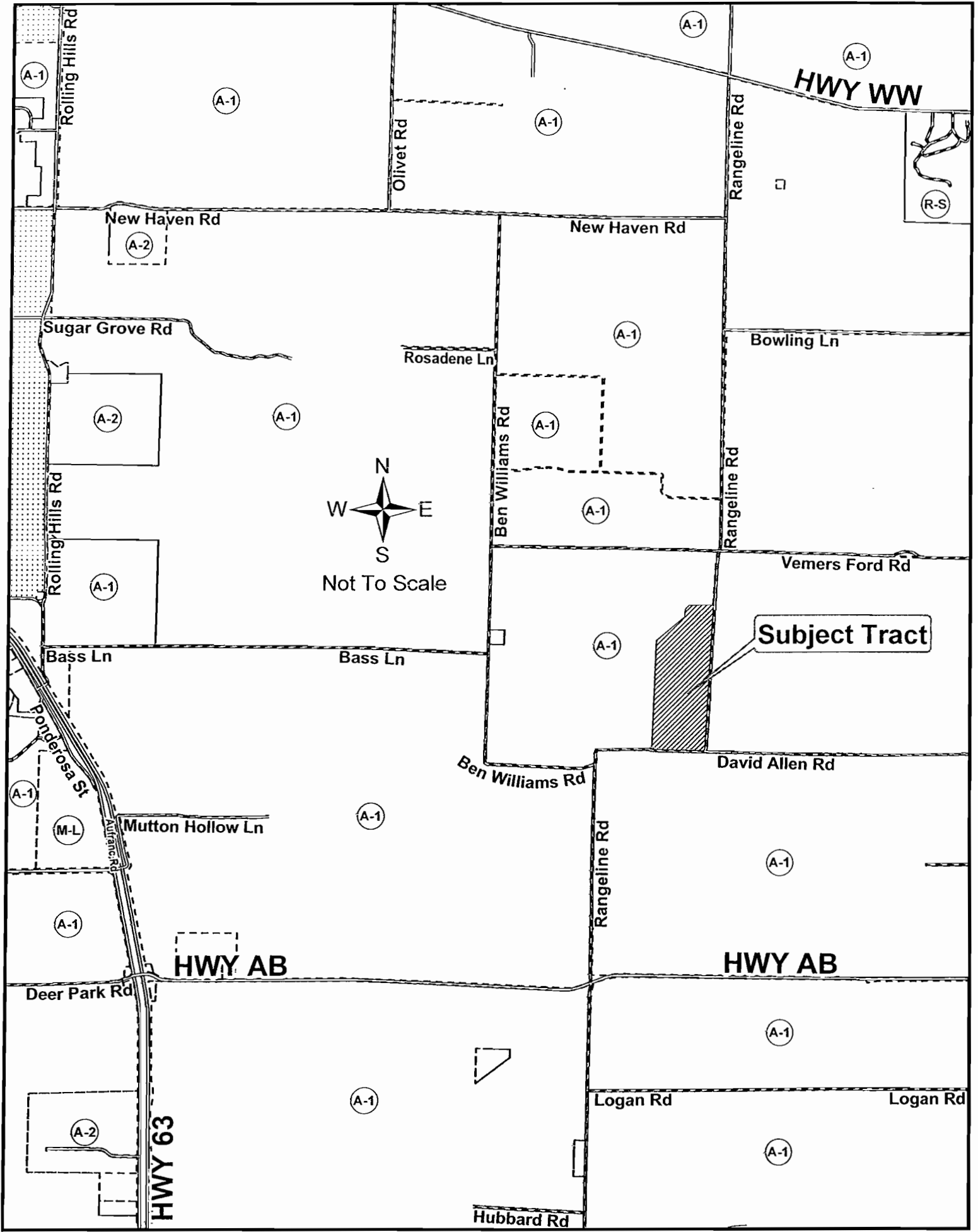
MO SOYBEAN



See Page 44

CALLAWAY COUNTY

See Page 52



Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



ATTENTION!!

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.



MISSOURI SOYBEAN ASSOCIATION
 5601 RANGE LINE ROAD
 BOONE COUNTY, MISSOURI

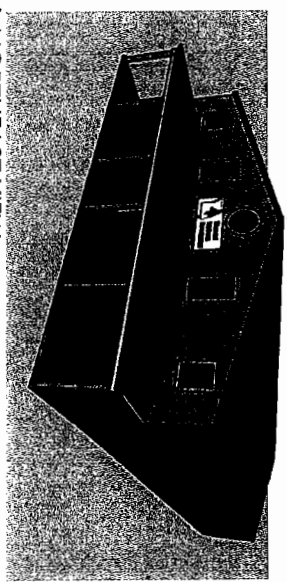
Harshly ASSOCIATES
 3000 S. W. 10th St.
 Ft. Lauderdale, FL 33304
 Tel: 954.576.1111
 Fax: 954.576.1113

DATE	02/08/08
DRAWN BY	CSH
CHECKED BY	CSH
PROJECT NO.	08080001
DESCRIPTION	

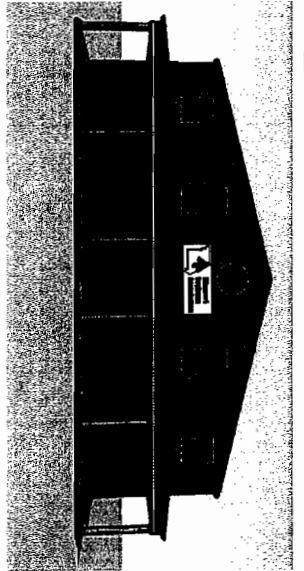
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3 NORTH SIDE
NOT TO SCALE



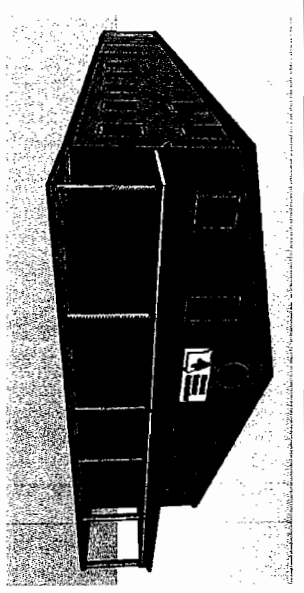
6 NORTHEAST VIEW
NOT TO SCALE



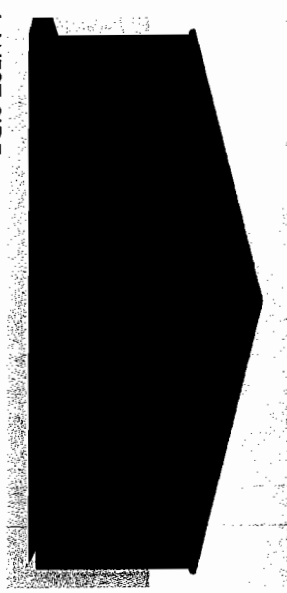
2 EAST SIDE
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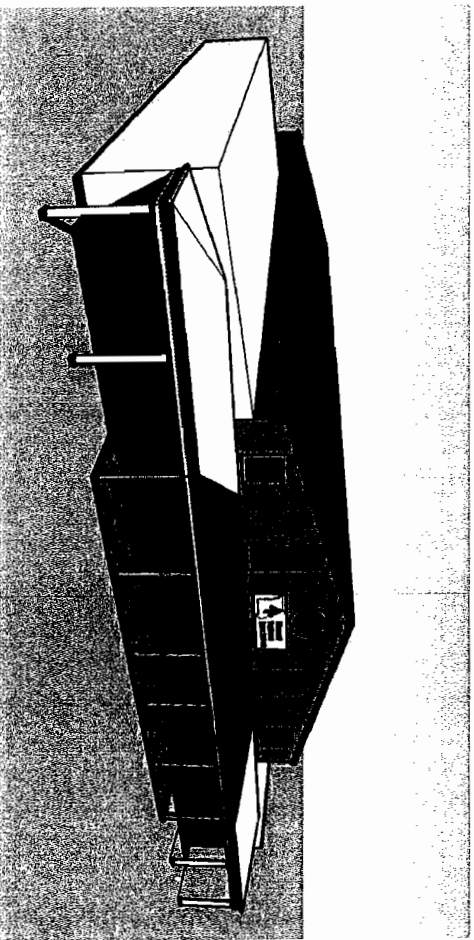
5 SOUTH SIDE
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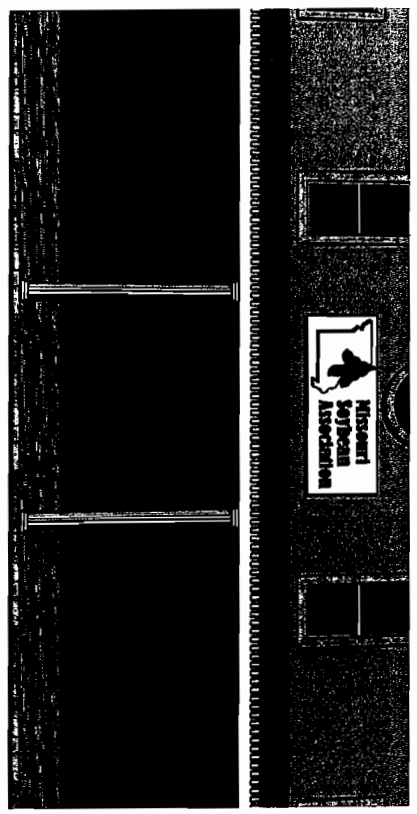
1 SOUTHEAST VIEW
NOT TO SCALE



4 WEST SIDE
NOT TO SCALE



8 SOUTHEAST VIEW WITH FUTURE ADDITIONS
NOT TO SCALE



7 MAIN ENTRANCE
NOT TO SCALE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

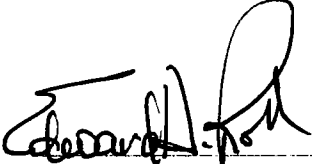
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** the request of Marie Haught to rezone from A-1 (Agriculture) to A-2 (Agriculture) on 10.4 acres, more or less, located at 5500 W Rte K, Columbia.

Done this 30th day of August, 2011.

ATTEST:

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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Haught A-1 to A-2

The subject property has Mount Celestial Road to the southwest and State Route K to the northeast, approximately ½ mile to the south of the city limits of Columbia. The property is described by the survey recorded in book 460 page 113. The property is zoned A-1(Agriculture), with A-1 zoning to the north, east, and west, with A-2(Agriculture) zoning to the north and east. The A-2 to the south was rezoned from A-1 in 1994, all of the other zonings are original 1973 zonings. The applicant is requesting a rezoning of 10.4 acres to divide the property, specifically to split off the property containing the house.

The Boone County Master Plan identifies this area as suitable for residential land uses. The Master Plan also identifies a “sufficiency of resources test” to be used in determining whether there are sufficient resources available to support the proposed uses.

The sufficiency of resources test can be broken up into three categories: utilities, transportation, and public safety.

Utilities: This property is served by Consolidated Public Water Service District #1 for water service and Boone Electric Cooperative for electrical service. On-site wastewater systems will be used as permitted by the Columbia/Boone County Health Department.

Transportation: This property has direct access on to State Route K, a state highway and Mount Celestial Road, a county road. Any new driveway accesses will have to be approved by the Missouri Department of Transportation or Boone County Resource Management.

Public Safety: This property is located in the Boone County Fire Protection District.

Zoning Analysis: This zoning request allows for the division of this property into lots as small as 2.5 acres. Existing services can provide sufficient infrastructure to support the requested zoning on this tract.

The property scored 31 points on the rating system.

Staff recommends approval of this request.

The Planning & Zoning Commission conducted a public hearing on this request during their August 18, 2011 regular meeting. There were eleven members of the commission present.

Following the public hearing, a motion was made to recommend approval of the request. That motion passed with unanimously. The request comes forward with a recommendation for approval.

OWNER: Marie Haught

5500 W Rte K, Columbia.

TRACT SIZE: 10.4 acres

CURRENT ZONING: A-1 (Agriculture)

ADJACENT ZONING: North – A-1

East – A-1

South – A-2

West - A-1

REQUEST TYPE: rezone to A-2.

LOCATION: this site is located on State Highway K about 1 mile from the Columbia municipal limits and is situated between Highway K and Mt. Celestial Road.

LAND USE: there is a small single family dwelling on the tract.

PROPOSED USE: the applicant would like to split this parcel into two smaller tracts, one of which will include the existing house.

COMPREHENSIVE PLAN: the master plan designates this area as suitable for agriculture and rural residential land uses.

ZONING HISTORY: the original zoning for this site is A-1. The tract to the south was part of a 148 acres rezoning request and subdivision plat that was approved in 1988.

NOTIFICATION: staff notified 25 property owners about this request.

REQUEST FOR REVISION TO THE ZONING MAP

PLEASE PRINT ALL Haught

1. MARIE HAUGHT
Name - Property Owner
44500 Highway 100
Address
Vandalia MO 63082
City State/Zip Phone

Potential Buyer/Lessee

Address

City State/Zip Phone

2. Legal Description of land for which revision to zoning map application is made. Please attach copy of Warranty Deed, Deed of Trust, or survey.

Section 8 Township 47 Range 13 Book 460 Page 13
TRACT 2

3. Present zoning and actual land use: SINGLE FAMILY RESIDENTIAL
A-1

4. Lot/tract size: 10.9 Acres / Sq. Ft.

5. Requested zoning district: A-2

6. Adjacent zoning A-2, A-1

7. Proposed use should the request to rezone be approved: (Please be as detailed as possible in describing the proposed use)
SINGLE FAMILY RESIDENTIAL LOTS

8. Reason and justification for the request being submitted:
70 CREW & 2.5 AC TRACT WITH EXISTING HOUSE

9. Approximate size, use and location of any structure(s):

Existing: 960 ~~540~~ SQ FT HOUSE Proposed: 1 ADDITIONAL SINGLE FAMILY HOUSE

10. Type of wastewater system: ONSITE

Application FEE of \$150.00 paid at submission
If requesting PLANNED ZONING, Review Plan FEE of \$100.00 paid at submission (in addition to application fee)
***Certified Mailings (\$5.54 per notice, or current certified mailing cost) and Newspaper fees must be paid prior to the Monday before the scheduled meeting.

The above information is true and correct to the best of my knowledge.

Owner's Signature _____ Date _____

Potential Buyer's/Lessee's Signature _____ Date _____

Representative: (Surveyor, Engineer, Attorney, Etc.)

DAN BRUSH
Name
506 NICHOLS ST
Address
COLUMBIA MO,

Office Phone Number _____

***Additional fees to be paid by Representative _____
***Additional fees to be paid by Owner _____
(If neither are checked bill will be sent to representative)

NOTE: Please attach any additional documentation, sketches, permits, names, and addresses as required as minimum information. Failure to provide any of the required material will result in the invalidation of the application.

Received by: Paula Cidras
Boone County Planning and Building Inspections

Date 7/25/11

See Page 34

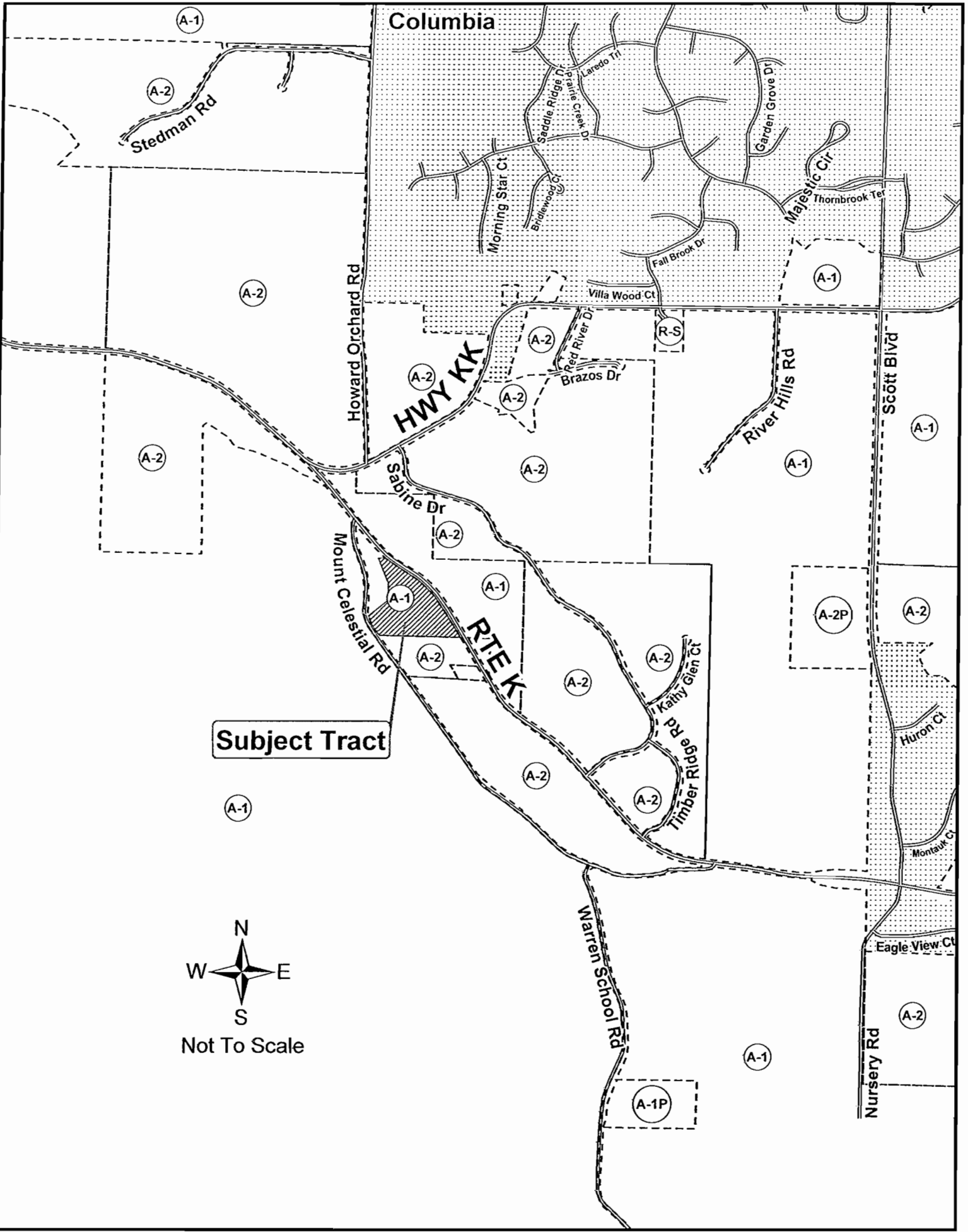


See Page 40

See Page 44

See Page 48

Columbia

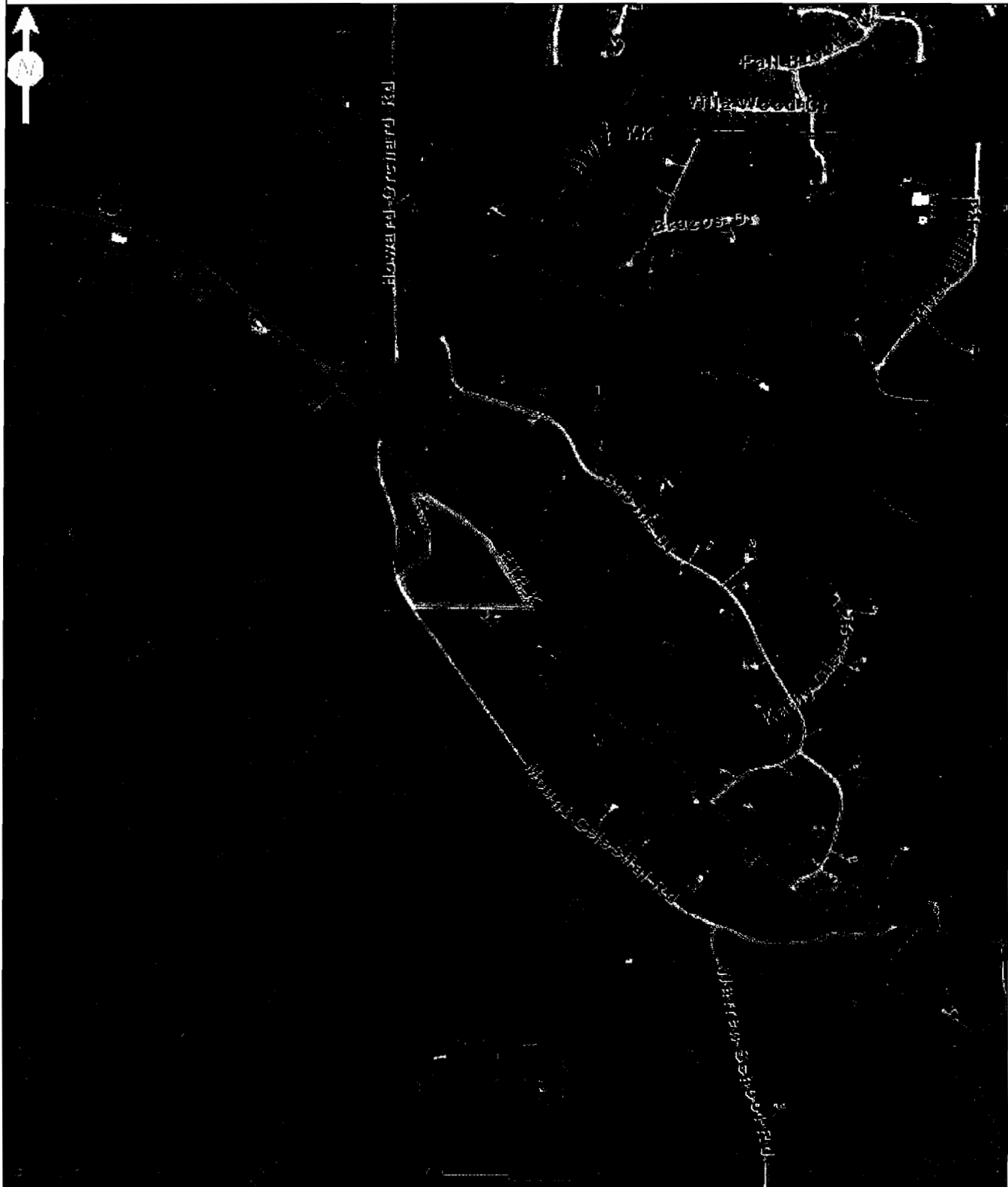


Subject Tract



Boone County Internet Parcel Map

Prepared by the Boone County Assessor's Office, (573) 886-4262



ATTENTION!!

DISCLAIMER; READ CAREFULLY: These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the request by William B. McWilliams Revocable Trust for the Final Development Plan for Ivy Ridge Planned Development on 2.51 acres, more or less, located at 7105 W Henderson Rd., Columbia with zoning of M-LP.

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Dubas LLC for a private airstrip on 506 acres, located at 10001 E Turner Farm Rd., Columbia.

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

Operational restrictions placed upon this private airstrip will mitigate any potential impact on surrounding properties.

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: **Dubas LLC**

ADDRESS: **10001 E Turner Farm Road, Columbia**
TAX PARCEL: 18-400-17-00-001.00 & 18-400-20-00-002.00

ZONING: A-2 (Agriculture)

DATE APPROVED: 8/2/11

CONDITIONAL USE: Private airstrip.

CONDITIONS OF APPROVAL:

- Private use only, no business operations.
- No FAA approved flight school.
- No FAA approved repair facility.
- No FAA approved Charter/Air taxi services.
- Airfield lighting restricted to pilot activated lighting, set in accordance with landing area requirements.
- The maximum use will be 30 takeoffs and landings per week.
- That development of the property must be done in compliance with all Boone County rules & regulations, such as building codes, zoning, stormwater, land disturbance, and subdivision regulations.
- Applicant is required to submit a revised plan detailing the new runway dimensions.

VOID DATE: Void if not used by 8/1/2012 or is not used for any continuous 12 month period from original issue date.

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Resource Management Department and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

Mandy S. Nolen CC
County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by Edward H. Johnson
Presiding Commissioner

APPROVED:

[Signature]
Director, Boone County Resource Management Department

Dated: 08-30-2011

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

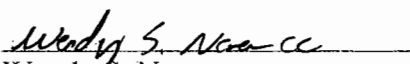
In the County Commission of said county, on the 30th day of August 20 11


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

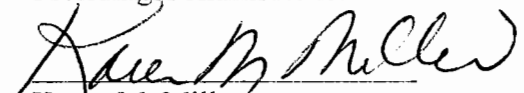
Now on this day the County Commission of the County of Boone does hereby approve the Extension Agreement between Columbia Public Schools and Boone County, Missouri, and Landmark Bank to extend the expiration date of the Letter of Credit in the amount of \$168,383.00. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 30th day of August, 2011.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Edward H. Robb
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



EXTENSION AGREEMENT

THIS AGREEMENT, effective August 31, 2011, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and the Columbia Public Schools, a political subdivision of the State of Missouri, herein "CPS" and Landmark Bank, herein "Landmark."

WHEREAS, CPS is conducting a building project to construct a new high school building and associated facilities, the Battle High School Project, herein "Project"; and

WHEREAS, CPS has undertaken certain necessary road improvements near the site of the Project; and

WHEREAS, Landmark has issued an Irrevocable Letter of Credit to County on behalf of CPS, dated January 13, 2011, in the amount of \$168,383.00 to secure stormwater improvements associated with the road improvements; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on September 1, 2011; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to September 1, 2012.

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

1. The Landmark Letter of Credit dated January 13, 2011, in the amount of \$168,383.00, with an expiration date of September 1, 2011, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the January 13, 2011 Letter of Credit such that the new expiration date will be September 1, 2012.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

LANDMARK BANK

By:

Steve Tanzey, Senior Vice President

COLUMBIA PUBLIC SCHOOLS:

By:

Linda Quinley, CFO/Treasurer

ATTEST:

Secretary

BOONE COUNTY:

(Commission Order: _____)

By:

Edward H. Robb, Presiding Commissioner

ATTEST:

Wendy S. Noren, County Clerk

APPROVED BY:

Stan Shawver, Director

Boone County Resource Management

Approved as to legal form:

Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

30th

day of August

20 11

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

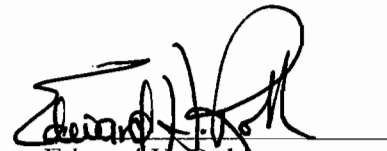
Now on this day the County Commission of the County of Boone does hereby accept an Irrevocable Letter of Credit (No.151886-0099) in the amount of \$29,520.00 as issued by Boone County National Bank on behalf of Tompkins Homes and Development, Inc. for stormwater improvements in the Ambrose Point development.

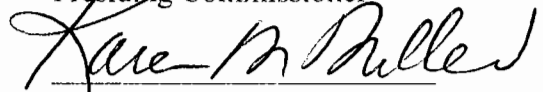
Said Irrevocable Letter of Credit to be entrusted to the safekeeping of the Boone County Treasurer.

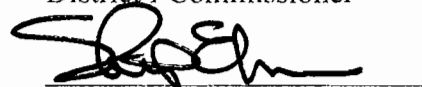
Done this 30th day of August, 2011.

ATTEST:

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


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 151886-0099

DATE: April 20, 2011

Amount: \$29,520.00

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Developer/Owner Tompkins Homes and Development, Inc., up to an aggregate amount of \$29,520 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #151886-0099 Dated 04/20/11."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before April 20, 2011, provided further that upon such expiration, either at April 20, 2012, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

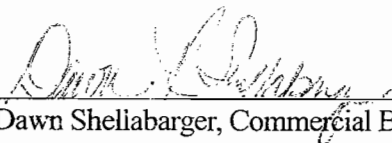
By: 
Dawn Sheliabarger, Commercial Banking Officer

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Commercial Banking Officer

Re: **Boone County National Bank** Letter of Credit No.: **151886-0099**
Dated: 04/20/11
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Boone County National Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **151886-0099** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Commercial Banking Officer

Re: **Boone County National Bank** Letter of Credit No.: **151886-0099**
Dated: 04/20/11
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Planning & Building

Wendy S. Noren, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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

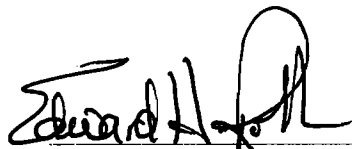
Now on this day the County Commission of the County of Boone does hereby accept an Irrevocable Letter of Credit (No. 151886-0199) in the amount of \$14,250.00 as issued by Boone County National Bank on behalf of Tompkins Homes and Development, Inc. for stormwater improvements in the Whispering Meadows development.

Said Irrevocable Letter of Credit to be entrusted to the safekeeping of the Boone County Treasurer.

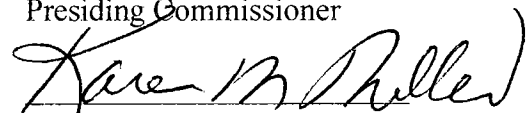
Done this 30th day of August, 2011.

ATTEST:

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



Edward H. Robb
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 151886-0199

DATE: May 4, 2011

Amount: \$14,250.00

Re: Whispering Meadows,
7854 S Ginn Lane

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Developer/Owner Tompkins Homes and Development, Inc., up to an aggregate amount of \$14,250.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #151886-0199 Dated 05/04/11."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before May 4, 2011, provided further that upon such expiration, either at May 4, 2012, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

By: 
Dawn Shellabarger, Commercial Banking Officer

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Commercial Banking Officer

Re: **Boone County National Bank** Letter of Credit No.: **151886-0199**
Dated: 05/04/11
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Boone County National Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **151886-0199** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Commercial Banking Officer

Re: **Boone County National Bank** Letter of Credit No.: **151886-0199**
Dated: 05/04/11
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Planning & Building

Wendy S. Noren, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

30th

day of August

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C208026003 Data and Voice Wireless Devices and Services with Verizon. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

COPY

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: August 17, 2011
RE: C208026003 – Data and Voice Wireless Devices and Services – Verizon

Purchasing requests permission to utilize the State of Missouri cooperative contract C208026003 to purchase data and voice wireless devices and services from Verizon of Columbia, Missouri.

This agreement will replace the Western States Contracting alliance (WSCA) cooperative agreement 13-00115 that we have currently been using. This is a non-exclusive Term and Supply contract that will be available for our County office and departments.

cc: Purchasing Committee members
Contract File

CERTIFICATION:

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

June Pitalford by JMB - No Encumbrance Required

Auditor

Date *8/18/2011*



We Never Stop Working For You.®

LOCAL GOVERNMENT ENTITY AUTHORIZED USER AGREEMENT

Verizon Wireless ("Vendor") and the **County of Boone - Missouri** (the "Customer") have entered into a **contract**, (#**C208026003**) (the "Contract") with an effective date beginning on **August 23, 2011** through and including **December 31, 2013**, and any and all attachments, amendments and/or addenda thereto. Pursuant to the terms and conditions of the Contract, the Customer has designated **County of Boone - Missouri**, a government entity, as an authorized user ("Authorized User") and by execution of this Customer Local Government Entity Authorized User Agreement (the "User Agreement") is made a part thereof.

In accordance with the definitions, terms and conditions set forth in the Contract, County of Boone, as a designated government entity, may purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable local and/or municipal purchasing statutes and ordinances. The Authorized User further states, acknowledges and agrees, as follows:

- (1) Authorized User Legal Name: Boone County - Missouri;
- (2) It is an Authorized User as defined under the terms of the Contract;
- (3) Authorized User is eligible, and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract and this User Agreement, and any and all addenda and schedules as the Customer may specify from time to time, as well as the terms and conditions of all calling plans activated under this User Agreement, which are incorporated herein by reference;
- (4) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (5) Authorized User will ensure that this User Agreement will be used only in support of government business;
- (6) The undersigned represents and warrants that he/she has the power and authority to execute this User Agreement, bind the respective Authorized User, and that the execution and performance of this User Agreement has been duly authorized by all necessary Authorized User action; and
- (7) The undersigned is duly authorized by the Authorized User to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Vendor to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Contract, and execute Vendor Customer Agreements for the lines of wireless service, subject to additional terms and conditions therein.

Authorized Contacts: Melinda Bobbitt, Boone County Purchasing Director, 601 E Walnut, Room 208, Columbia, MO 65201 [Names, Titles and contact information].

FEIN Number: 43-6000349. Existing Vendor Customer Account Numbers : N/A.

Means of Contact Acceptable To/From Authorized User:

Vendor Sales Representative Name: (Suzanne) Nicole Lucas and Wireless Phone Number: 573-979-4713.

Authorized User has caused this User Agreement to be executed by its duly authorized representative as of this 23th day of August, 2011.

Authorized Signature

Edward H. Robb, Presiding Commissioner, Boone County - Missouri
Printed Name and Title

BOONE COUNTY
**APPROVED AS
 TO LEGAL FORM**
J. J. [Signature]
 DATE: *8/15/2011*



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

Date: March 7, 2011

CONTRACT TITLE: DATA & VOICE WIRELESS DEVICES AND SERVICES

CURRENT CONTRACT PERIOD: January 1, 2011 through December 31, 2011

BUYER INFORMATION: Name: Chris Korsmeyer
Phone: (573) 751-4578
Email address: chris.korsmeyer@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	May 30, 2008 through December 31, 2009	December 31, 2013

THE USE OF THESE CONTRACTS FOR DATA AND VOICE WIRELESS DEVICES AND SERVICES IS MANDATORY FOR ALL STATE AGENCIES.

(See the General Information and Requirements section below)

Local Purchase Authority shall not be used to purchase the products or services included in this contract unless a waiver is granted by the Information Technology Services Division.

Instructions for use of these contracts, specifications, requirements, and pricing are attached.

State agencies shall submit all requests for service and equipment for all contracts through:

Office of Administration – Information Technology Services Division
Attention: Sean Northweather or Jason Snyder
301 West High Street, Room 280
Jefferson City, Mo 65101 – 0809
Phone: (573) 751-0784 or (573) 751-8111
E-mail: telecomrequest@oa.mo.gov

State agency questions regarding billing should be directed to:

Joyce Crawford
Fiscal (Billing) Questions
OA/Information Technology Services Division
Telephone: (573) 751-8321 or (573) 751-3197
FAX: (573) 751-3299
E-mail: fiscalservices@oa.mo.gov

Cooperative agencies must contact the contractors directly as stated below.

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
01/01/11-12/31/11	03/07/11	Update Verizon's contact information
01/01/11-12/31/11	11/03/10	Contract Renewal
01/01/10-12/31/10	06/22/10	Update Sprint's contact person information
01/01/10-12/31/10	04/19/10	Update US Cellular contact phone number
01/01/10-12/31/10	12/03/09	Contract C208026001 is not renewed, see contract C208026003
01/01/10-12/31/10	11/17/09	Update Verizon's contact email.
01/01/10-12/31/10	10/22/09	Contract renewal
05/30/08-12/31/09	07/06/09	Change Alltel's point of contact information. Alltel was purchased by Verizon.
05/30/08-12/31/09	02/25/09	Added a contact name for agencies to submit their requests to.
05/30/08-12/31/09	10/17/08	Added contract numbers for each contractor.
05/30/08-12/31/09	10/10/08	Initial issuance of notice of new statewide contracts.

GENERAL INFORMATION AND REQUIREMENTS

Contract Awards: Five contracts were established for the acquisition of wireless communications services and devices, on an as needed, if needed basis for agencies located throughout the State of Missouri. All contractors will provide wireless phones, Blackberry devices, and internet cards for service throughout the state of Missouri. The contractors are as follows:

- Alltel Communications
- AT&T Mobility
- Sprint
- U.S. Cellular
- Verizon Wireless

Contract Orders: Orders must be approved and released for processing through the Information Technology Services Division. Invoices will be submitted to, and paid by the Information Technology Services Division. Agencies will be invoiced by ITSD through the agency's monthly telecommunications billing.

State of Missouri agencies may request a password to search for available plans and devices through the contractors' web sites.

Recycling: Each of the contractors has a program for recycling old wireless devices. Agencies are strongly encouraged to utilize one of the following recycling programs for their old wireless equipment:

AT&T: <http://www.wireless.att.com/about/community-support/recycling.jsp>
U.S. Cellular: <http://www.recycleforus.com/uscellular-retailers.asp>
Verizon: <http://aboutus.vzw.com/communityservice/hopeLineRecycling.html>
Sprint: http://www.sprint.com/citizenship/communities_across/index.html
Full Circle: <http://www.fullcirclewireless.com/>

COOPERATIVE ENTITY INFORMATION AND POINTS OF CONTACT

Cooperative agencies must contact the contractors stated below directly for product and pricing information. The following contractors have agreed to provide their products and services to cooperative agencies in accordance with the respective contracts.

Alltel Communications Contract # C208026001 – not renewed, see contract C208026003

AT&T Mobility Contract # C208026002

Discount on Wireless Plans: 18%
Discount on Devices: 50%

Contact Person: Jeff Pohle
Telephone: (314) 210-9393
FAX: (314) 543-6474
E-mail: jeff.pohle@att.com

Sprint Contract # C208026005

Discount on Wireless Plans: 25%
Discount on Devices: 39%

Contact Person: James E. Cutler
Mobile: (314)322-8629

E-mail: James.Cutler@sprint.com

U. S. Cellular Contract # C208026004

Discount on Wireless Plans: 25%

Discount on Devices: 75%

Contact Person: Teri Twyman, Wireless Business Consultant

Telephone: (660)-651-2205

FAX: (573) 881-8345

E-mail: teri.twyman@uscellular.com

Verizon Wireless Contract # C208026003

Discount on Wireless Plans: 20%

Discount on Devices: 40%

Contact Person: Becky Touchette

Phone: 314-791-4394

E-mail: rebecca.touchette@verizonwireless.com

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
State of MO)ss

My name is Justin Schneller I am an authorized agent of _____
AT+T (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 10/7/10
Affiant Date
Justin Schneller
Printed Name

Subscribed and sworn to before me this 7 day of October, 2010

[Signature]
Notary Public



FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: Anne Inscore
(Signature)

Printed Name and Title: Anne Inscore - Area Manager

For and on behalf of: AT&T
(Company Name)

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of AT&T Services, Inc. (Employer) in order to confirm the employment eligibility of all newly hired employees of AT&T Services, Inc. (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify 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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the 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).

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
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REGARDING E-VERIFY**

Related Unfair Employment Practices (OSC), Civil Rights Division, U.S.
Department of Justice.

5. DHS-USCIS agrees to issue the Designated Agent a user identification number and password that will be used exclusively to access the confirmation system for the Employer. This user identification number and password will permit the Designated Agent, on behalf of the Employer, to verify information provided by newly hired employees.
6. DHS-USCIS agrees to safeguard the information provided to DHS-USCIS by the Employer, and to limit access to such information to individuals responsible for the confirmation of alien employment eligibility and for evaluation of E-Verify, 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 ensure accurate wage reports to the SSA.
7. DHS-USCIS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS-USCIS agrees to establish a means of secondary confirmation (including updating DHS-USCIS records as may be necessary) for employees who contest DHS-USCIS 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-USCIS, unless it determines that more than 10 days may be necessary. In such cases, DHS-USCIS will provide additional confirmation instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices, described in paragraph B.4 above, and provided by the Designated Agent and displays them in a prominent place that is clearly visible to prospective employees.

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

6. The Employer agrees to initiate E-Verify procedures 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 steps (but only as many) of the E-Verify process as are necessary according to the E-Verify 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, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS verification procedures only as directed by the SSA verification response.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use E-Verify procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use E-Verify procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.
8. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS-USCIS automated verification to verify work authorization, or a tentative nonconfirmation, does not mean and should not be interpreted as an indication that the employee is not work authorized.
9. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment 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 discharging or refusing

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

14. The Employer acknowledges that the information which it receives from SSA through its Designated Agent 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 civil or criminal penalties.
15. 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 other than the Social Security Number Card.
16. The Employer agrees to refer individuals to the DHS only when the response received from the DHS automated confirmation process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
17. If the Employer receives a tentative nonconfirmation from the DHS-USCIS, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the DHS-USCIS to resolve the discrepancy within 8 Federal Government work days, using E-Verify procedures. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.
18. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA and DHS confirmation records, which were created during the Employer's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview the Employer, employees handling the program, and employees hired during participation in E-Verify concerning their experience with the pilot, and to make employment and E-Verify-related records available to DHS and the SSA, or their designated agents or designees.

Client Company ID Number: 70480
Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

E. POINTS OF CONTACT:

You may call E-Verify toll free at 1-888-464-4218, or write to:

U.S. Citizenship and Immigration Services
Verification Division
470 L'Enfant Plaza, SW
Washington, DC 20024

F. OTHER PROVISIONS.

1. Nothing in this agreement shall be construed to supersede, conflict, or modify the employer's responsibilities under section 274A of the INA not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.
2. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS-USCIS or SSA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
3. 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 there from, 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.
4. Each party understands that some or all SSA and DHS-USCIS responsibilities under this MOU may be performed by contractor(s).

EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : AT&T Mobility
State : MISSOURI
Country : UNITED STATES
as of 07-Oct-2010 3:26 PM EDT

Your search returned no results.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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 revision to cover the increased cost to publish 3-4 additional pages from the audit documents for compliance:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emer/Contingency	422.00	
1131	84400	County Clerk	Public Notices		422.00

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Budget Board
8-16-11

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI RECEIVED

EFFECTIVE DATE

AUG 18 2011

FOR AUDITORS USE

Department				Account					BOONE COUNTY AUDITOR Department Name Account Name		(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	1	2	3	8	6	8	0	0	Emergency	Emer/Contingency	422.00	
1	1	3	1	8	4	4	0	0	County Clerk	Public Notices		422.00
										422.00	422.00	

SEE ATTACHED

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **In order to fulfill compliance laws we published more in our annual financial statement than previous years.**

Added 3-4 new pages from audit documents per June Pitchford Recommendation

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
If not, please explain (use an attachment if necessary):

WAG
Requesting Official

Commissioner notified prior to publication of Auditor Recommendation

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

To: County Clerk's Office

Comm Order # 345-2011

Return to Auditor's Office
Please do not remove staple.

Agenda

SM6
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	1	2	3	8	6	8	0	0	Emergency	Emer/Contingency	422.00	
1	1	3	1	8	4	4	0	0	County Clerk	Public Notices		422.00
											422.00	422.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Added 3-4 new pages from audit documents per June Pitchford's recommendation. Commission notified prior to publication of Auditor's recommendation.**

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary):



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

Auditor's Office



 PRESIDING COMMISSIONER

 DISTRICT I COMMISSIONER

 DISTRICT II COMMISSIONER

RECEIVED

AUG 12 2011

BOONE COUNTY CLERK

BOONE COUNTY CLERK
801 E. WALNUT, ROOM 236
COLUMBIA, MO 65201

AFFIDAVIT OF PUBLICATION AND INVOICE

PO #070120 Invoice #30975978

See Attached

STATE OF MISSOURI }
County of Boone } ss.

I, Daniel S. Potter, being duly sworn according to law state that I am one of the publishers of the *Columbia Missourian*, a daily newspaper of general circulation in the County of Boone where located: which has been admitted to the Post Office as second class matter in the City of Columbia, Missouri the city of publication: which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri, 1969. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st InsertionAugust 10, 2011
- 2nd Insertion 2011
- 3rd Insertion 2011
- 4th Insertion 2011
- 5th Insertion 2011
- 6th Insertion 2011
- 7th Insertion 2011
- 8th Insertion 2011
- 9th Insertion 2011
- 10th Insertion 2011
- 11th Insertion 2011
- 12th Insertion 2011
- 13th Insertion 2011
- 14th Insertion 2011
- 15th Insertion 2011
- 16th Insertion 2011
- 17th Insertion 2011
- 18th Insertion 2011
- 19th Insertion 2011
- 20th Insertion 2011
- 21st Insertion 2011

COLUMBIA MISSOURIAN PRINTER S FEE \$1422.00

By: *Daniel S. Potter*
(Daniel S. Potter, General Manager)

Subscribed and sworn to before me this

10th day of August, 2011

Susan Richison
(Susan Richison, Notary Public)
My Commission Expires August 17, 2014

SUSAN RICHISON
 Commission #10412533
 Notary Public - Notary Seal
 State Of Missouri, County Of Cooper
 My Commission Expires Aug 17, 2014

8/17/2011

FY 2011
Budget Amendments/Revisions
Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	8/16/2011	1123 1131	86800 84400	Emergency & Contingency County Clerk	Emergency Public Notices		422 422	Cover increased cost for publishing additional pages of financials for compliance	

FY 2011
Budget Amendments/Revisions
Emergency (1123-86800)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/8/2011	1195	3945	Insurance claim Activity	Insurance Proceeds	5,875			
		1123	86800	Emergency & Contingency	Emergency		17,917	Establish budget for replacement sheriff vehicle totaled in a crash	
		1195	92400	Insurance claim Activity	Replacement Vehicle	22,792			
3	3/24/2011	1123	86800	Emergency & Contingency	Emergency		19,237	Replace investigator vehicle	Contract not received by vendor in time to get this pricing, will have to re-bid
		1261	92400	PA-Administration	Replacement Vehicle	19,237			
3	5/2/2011	1123	86800	Emergency & Contingency	Emergency		\$1,415	Cover cost of software upgrade with Vision Solutions which is part of the AS400 Upgrade.	
		1170	92302	Information Technology	Replc Computer Software	\$1,415			
		2010	91302	Assessment	Computer Software	\$200			
		2010	91301	Assessment	Computer Hardware	\$190			
		2010	92302	Assessment	Replc Computer Software	\$390			
4	5/2/2011	1123	86800	Emergency & Contingency	Emergency		390	Cover cost of software need for laptop that was donated to the Sheriff's Dept	
		1170	91302	Information Technology	Computer Software	390			
5	5/31/2011	1123	86800	Emergency & Contingency	Emergency		23,425	Replace investigator vehicle	
		1261	92400	PA Administration	Replacement Vehicle	23,425			
6	8/17/2011	1123	86800	Emergency & Contingency	Emergency		422	Cover increased cost for publishing additional pages of financials for compliance	
		1131	84400	County Clerk	Public Notices	422			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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 revision to cover the costs of new chair mats, door release buttons, and 2 multimedia cabinets for the Collector's office:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2110	86850	Tax Maint. Fund	Contingency	3,200.00	
2110	23000	Tax Maint. Fund	Office Supplies		732.00
2110	23850	Tax Maint. Fund	Minor Equip & Tools		810.00
2110	91100	Tax Maint. Fund	Office Furniture		1,658.00

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Payment Requisitions ^(green) held in basket to be processed when approved.

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

RECEIVED

8-16-11

EFFECTIVE DATE

AUG 16 2011

FOR AUDITORS USE

Department	Account	Department Name	Account Name	(Use whole \$ amounts)	
				Transfer From	Transfer To
				Decrease	Increase
2 1 1 0	8 6 8 5 0	Tax Maint. Fund	Contingency	3200.00	
2 1 1 0	2 3 0 0 0	Tax Maint. Fund	Office Supplies		732.00
2 1 1 0	2 3 8 5 0	Tax Maint. Fund	Minor Equip & Tools		810.00
2 1 1 0	9 1 1 0 0	Tax Maint. Fund	Office Furniture		1658.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): To cover costs of new chair mats (2110-23000), door release buttons for collector's office (2110-23850), and 2 multimedia cabinets (2110-91100).

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
If not, please explain (use an attachment if necessary):


Requesting Official

To: County Clerk's Office
Comm Order # 346-2011
Return to Auditor's Office
Please do not remove staple.

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

SUBLSCR BOONE **SUBSIDIARY LEDGER INQUIRY MAIN SCREEN** 8/17/11 08:16:47

Year <u>2011</u>		Original Appropriation	<u>300.00</u>
Dept <u>2110 COLLECTOR TAX MAINT ACTIVITY</u>		Revisions	
Acct <u>23000 OFFICE SUPPLIES</u>		Original + Revisions	<u>300.00</u>
Fund <u>211 COLLECTOR TAX MAINTENANCE FUND</u>		Expenditures	
		Encumbrances	
Class/Account <u>A ACCOUNT</u>		Actual To Date	
Account Type <u>E EXPENSE</u>		Remaining Balance	<u>300.00</u>
Normal Balance <u>D DEBIT</u>		Shadow Balance	<u>300.00</u>

Expenditures by Period

January _____	July _____
February _____	August _____
March _____	September _____
April _____	October _____
May _____	November _____
June _____	December _____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

1,031.80
 - 300.00

 731.80



inside the LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
 FX: 573.234.0777

INVOICE

DATE 08/02/11
 INVOICE# 104501
 PROPOSAL.....: 10776
 PROJECT#: 101-26

BILL TO: 001266

Boone County Collector
 Attn: Pat Lensmeyer
 801 East Walnut
 Columbia, MO 65201

INSTALL AT:

Boone County Collector
 Attn: Pat Lensmeyer
 801 East Walnut
 Columbia, MO 65201

CUSTOMER P/O#	SALESPERSON	TERMS	DATE DUE
	Brad Eiken		08/17/2011

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	EXTENDED
1	4	FLR 1120023ER	48" x 79" Polycarbonate Chairmat	192.70	770.80
2	1	CUSTOM	CUSTOM CHAIRMAT 54"x72 WITH CUTOUTS (SEE DRAWING)	216.00	216.00
3	1	FREIGHT	CUSTOM CHAIR MAT FREIGHT	45.00	45.00

*8/5/11
 ok to pay
 yed*

All Credit Card purchases will have a 3% fee added.

RECEIVED

BOONE COUNTY COLLECTOR

SUBTOTAL.....: 1,031.80

FINAL TOTAL.: 1,031.80

PAY THIS AMOUNT.....: 1,031.80

SUBLSCR BOONE **SUBSIDIARY LEDGER INQUIRY MAIN SCREEN** 8/17/11 08:17:36

Year <u>2011</u>		Original Appropriation	<u>200.00</u>
Dept <u>2110 COLLECTOR TAX MAINT ACTIVITY</u>		Revisions	
Acct <u>23850 MINOR EQUIP & TOOLS (<\$1000)</u>		Original + Revisions	<u>200.00</u>
Fund <u>211 COLLECTOR TAX MAINTENANCE FUND</u>		Expenditures	
		Encumbrances	
Class/Account <u>A ACCOUNT</u>		Actual To Date	
Account Type <u>E EXPENSE</u>		Remaining Balance	<u>200.00</u>
Normal Balance <u>D DEBIT</u>		Shadow Balance	<u>200.00</u>

Expenditures by Period

January _____	July _____
February _____	August _____
March _____	September _____
April _____	October _____
May _____	November _____
June _____	December _____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions

1610
 - 200

 810



Alarm Communication Center
(573) 875-8720

INVOICE

DATE	INVOICE NO.
8/2/2011	53833

Boone County Collectors of Rev
Pat Lensmeyer
801 E Walnut
Columbia
Columbia MO 65201

Remit To:

Alarm Communication Center
806 N. Providence Rd.
Columbia MO 65203

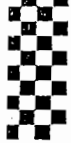
Customer No.	P.O. Number	Terms	Due Date
11632		Net 15	8/17/2011

Service Period	Description	Qty	Unit Price	Ext. Amount
	Install release buttons for Pat Lensmeyer's office contract # C033-9-95			
	Boone County Government Center 801 E Walnut			
	Equipment	1	320.00	320.00
	EN4216MR Receiver			
	Equipment	6	90.00	540.00
	EN1236D Wireless Release Button			
	Equipment	1	50.00	50.00
	Cable			
	Labor	1	100.00	100.00

RECEIVED
AUG 11 2011
BOONE COUNTY COLLECTOR

Please detach top portion of invoice and return with payment or include customer number on check.

Subtotal	1,010.00
Sales Tax	0.00
Invoice Total	1,010.00



Attn: Pat Lensmeyer

Below is the pricing for the release buttons for Pat Lensmeyer's office.

1	-	EN4216MR	\$320.00	\$320.00
6	-	EN1236D	\$90.00	\$540.00
1	-	Cable	\$50.00	\$50.00
		Labor	\$100.00	\$100.00
		Total		\$1010.00

William Dall

ACC



smart business products

supplies • furniture • design

1901 Vandiver Dr.
Columbia, MO 65202

Phone: 573-474-4057 Fax: 573-474-3838
Toll-Free: 888-837-7627

INVOICE



Invoice Number 061864
Invoice Date 08/11/11
PO # PAT / BRIAN

Bill To Address

202989 / BCA
BOONE COUNTY GOVERNMENT
COLUMBIA, MO. 65201

Ship To Address

BOONE COUNTY COLLECTOR
801 EAST WALNUT ROOM 118
ATTN: BRIAN MCCOLLUM
COLUMBIA, MO 65201
Phone (573)886-4285
Fax (573)111-1111

Item Number	MFR	Part #	Description	UOM	Quantity Ordered	Quantity Shipped	Quantity to Follow	Unit Price	Extended Price	Status
1	TNN	CF-669LGY	FILE,CARD,6 DWR,6X9,LGY....	EA	2	0	2	810.00	0.00	UC
2										
3			CALL BRIAN MCCOLLUM TO SCHEDULE DELIVERY							
4			UNBOX & TAKE AWAY CARTONS							
5	---	DELIVERY	AND INSTALL.....	EA	1	1	0	37.50	37.50	U

37.50+
1,620.00+
002
1,657.50*

Received By _____
Carrier OUR TRUCK
FOB Point YOUR OFFICE
Terms Net 30 days from date of Inv.
Due on or Before 09/10/11

Sub Total 37.50
Sales Tax 0.00
Total \$37.50

Thank you for your business.



smart business products

supplies • furniture • design

1901 Vandiver Dr.
Columbia, MO 65202

Phone: 573-474-4057 Fax: 573-474-3838
Toll-Free: 888-837-7627

INVOICE



Invoice Number . 061956
Invoice Date . 08/12/11
PO # . PAT / BRIAN

Bill To Address

202989 / BCA
BOONE COUNTY GOVERNMENT
COLUMBIA, MO. 65201

Ship To Address

BOONE COUNTY COLLECTOR
801 EAST WALNUT ROOM 118
ATTN:BRIAN MCCOLLUM
COLUMBIA, MO 65201
Phone (573)886-4285
Fax (573)111-1111

Item Number	MFR	Part #	Description	UOM	Quantity Ordered	Quantity Shipped	Quantity to Follow	Unit Price	Extended Price	Status
1	TNN	CF-669LGY	FILE,CARD,6 DWR,6X9,LGY...	EA	2	2	0	810.00	1620.00	UC
2										
3			CALL BRIAN MCCOLLUM TO SCHEDULE DELIVERY							
4			UNBOX & TAKE AWAY CARTONS							

Received By _____
Carrier OUR TRUCK
FOB Point YOUR OFFICE
Terms Net 30 days from date of Inv.
Due on or Before 09/11/11

Sub Total 1620.00
Sales Tax 0.00
Total \$1620.00

Thank you for your business.

FY 2011
Budget Amendments/Revisions
Tax Maintenance (2110)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	1/27/2011	2110 2110	86850 91302	Tax Maintenance Tax Maintenance	Contingency Computer Software	1,084	1,084	Move funds to cover cost of 2 Microsoft Office Professional Pro software licenses.	
2	4/19/2011	2110 1190	83917 3917	Tax Maintenance Non-Departmental	OTO: To General Fund OTI: From Special Revenue	66,693 66,693		Establish budget for the transfer of excess tax maintenance funds to the General Fund	
3	8/16/2011	2110 2110 2110 2110	86850 23000 23850 91100	Tax Maintenance Tax Maintenance Tax Maintenance Tax Maintenance	Contingency Office Supplies Minor Equip & Tools Office Furniture	732 810 1,658	3,200	Re-classify contingency to cover office supplies and multimedia cabinets	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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 Domestic Relations Resolution Fund – Contact for Kids: A Safe Way Grant:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	03451	Judicial Grants	State Reimb. -- Grant		4,350.00
1243	71101	Judicial Grants	Professional Services		4,350.00

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

To: County Clerk's Office

Comm Order # 347-2011

Return to Auditor's Office
Please do not remove staple.

REQUEST FOR BUDGET AMEN

BOONE COUNTY, MISSOURI

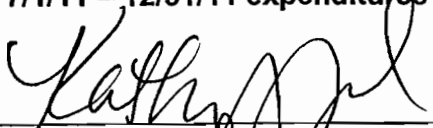
8/8/11

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 Reimb. - Grant		\$4,350.00
1	2	4	3	7	1	1	0	1	Judicial Grants	Professional Services		\$4,350.00

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 Domestic Relations Resolution Fund-Contact for Kids: A Safe Way Grant. This is for 7/1/11 – 12/31/11 expenditures and revenue.**


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


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
Domestic Relations Resolution Fund-Contact for Kids
Calculations for Budget Amendment
July 1, 2011 - December 31, 2011

	71101- Professional Services	Total
July - December 2011	<u>\$ 4,350.00</u>	<u>\$ 4,350.00</u>
2011 Budget Amendment Expenditure Amounts:	\$ 4,350.00	\$ 4,350.00
2011 Budget Amendment Revenue Amounts:	\$ 4,350.00	\$ 4,350.00

Grant Award:	
July - December 2011	\$4,350.00
Jan. - June 2012	<u>\$4,350.00</u>
Total Grant Award:	<u><u>\$8,700.00</u></u>

1243 Judicial Grants & Contracts
Domestic Relations Resolution Fund - Contact for Kids
Calculations for Budget Amendment
January 1, 2012 - June 30, 2012

	71101- Professional Services	Total
January - June 2012 Exp Estimate:	<u>\$ 4,350.00</u>	<u>\$ 4,350.00</u>
2012 Budget Amendment Expenditure Amounts:	\$ 4,350.00	\$ 4,350.00
2012 Budget Amendment Revenue Amounts:	\$ 4,350.00	\$ 4,350.00

Grant Award:	
July - December 2011	\$4,350.00
Jan. - June 2012	<u>\$4,350.00</u>
Total Grant Award:	<u>\$8,700.00</u>



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 751-5540

GREGORY LINHARES
ADMINISTRATOR

April 11, 2011

The Honorable Leslie Schneider
Thirteenth Judicial Circuit, Juvenile Division
705 E. Walnut
Columbia, MO 65201

Dear Judge Schneider:

I am pleased to inform you that the Family Court Committee has approved funding for continuation of your Supervised Access and Exchange Program, "Contact for Kids: A Safe Way through the Domestic Relations Resolution Fund. The amount awarded for your program is \$8,700.00. The funding year will be July 1, 2011, through June 30, 2012.

The Office of State Courts Administrator (OSCA) will be monitoring the expenditure of funds. If it appears you are not spending the awarded funds as proposed, the award may be reduced and made available to another court. Included with this letter is an award data sheet outlining the terms of the award. Please review the terms to insure that you understand any restrictions concerning your award.

The program or project contact person(s) will receive an email from the OSCA fiscal office with an electronic copy of a Certification of Compliance form. This form **must** be used for reimbursement of program or project expenses. Please remember all invoices must first be paid by the county and then submitted to OSCA for reimbursement to the county. Reimbursement is for funds expended between July 1, 2011, and June 30, 2012, only.

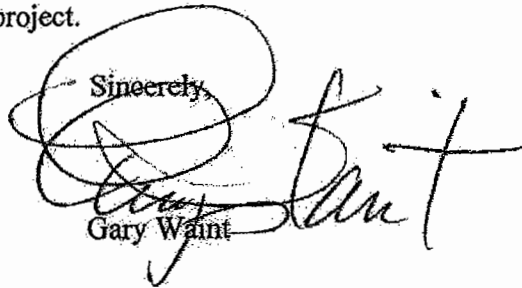
The program or project contact person(s) will receive an email from Samantha Suthoff with an electronic copy of a Quarterly Report form. The form **must** be completed and returned **within 30 business days of the close of each of the first three quarters**. Instructions for completing the form will be included. A Final Report, with evaluation results, will be due **within 30 days of the conclusion of the project (the conclusion of the fourth quarter)**.

The following OSCA staff has been designated to assist you and your court staff with any additional information you may need related to this program:

The Honorable Leslie Schneider
April 11, 2011
Page 2

- Samantha Suthoff Program Administration/Quarterly & Final Report Forms
- Tara Smith Fiscal Matters (invoicing/reimbursement)
- Herb Conner Contractual Matters

Congratulations on your award. Please feel free to contact me at 573-526-8316 if we can assist you in any way with your program or project.

Sincerely,

Gary Waint

Attachment: Award Data sheet

cc: Cindy Garrett
Herb Conner

GW:SS



State of Missouri

Office of State Courts Administrator
Division of Administration and Budget

Contract Period		Award Amount
Start Date	End Date	
07/01/11	06/30/12	\$8,700.00

Domestic Relations Resolution Fund Award

Program Description:

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator (OSCA), is awarding funding to Missouri Circuit Courts for the creation and implementation of domestic relations programs.

Contract Number	Vendor Number	
OSCA 12-002-05		<input type="checkbox"/> Original Contract
		<input type="checkbox"/> Contract Amendment

Federal CFDA # (if applicable):

Court/Recipient Information	Project Director	OSCA Program Contact
Honorable Leslie Schneider Associate Judge 13th Judicial Circuit 705 East Walnut Street Columbia, MO 65201	Cindy Garrett Supervisor cindy.garrett@courts.mo.gov	Samantha Suthoff 573-522-6265
		OSCA Fiscal Contact
		Brian Dowden 573-526-8879

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Supervised Access/Exchange Program "Contract for Kids: A Safe Way"

Requested Funding: \$19,952.00

Awarded Funding: \$8,700.00

Please Sign, Date and Return by Mail to:

Office of State Courts Administrator
Attn: Contracts Unit
PO Box 104480
Jefferson City, MO 65110

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
Printed Name	Date	Printed Name	Date
Honorable Leslie Schneider	4-13-11	Gary Wait	
Presiding Judge Signature		Title	
Printed Name	Date	Director, Court Programs, Research & Education	
Honorable Gary Oxenhandler	4/13/11	Date	



STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL

RFP NO. OSCA 12-002

CONTACT: Herb

Conner

TITLE: Domestic Relations Programs for Parents and Children
ISSUE DATE: January 3, 2011
osca.contracts@courts.mo.gov

PHONE NO.: (573) 522-2617
E-MAIL:

RETURN PROPOSAL NO LATER THAN: February 22, 2011, AT 3:00 PM

RETURN PROPOSAL TO:

(U.S. Mail)
Office of State Courts Administrator
Administrator
PO Box 104480
Jefferson City, Mo 65110 - 4480

(Courier Service)
Office of State Courts
2112 Industrial Dr
Jefferson City, Mo 65109

CONTRACT PERIOD: July 1, 2011, THROUGH June 30, 2012

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE 2-9-11
PRINTED NAME Judge Leslie Schneider		TITLE Family Court Judge
AGENCY NAME 13 th Judicial Circuit, Juvenile Division		
MAILING ADDRESS 705 East Walnut Street		
CITY, STATE, ZIP Columbia, Missouri 65201		
CONTACT PERSON Cindy Garrett		TITLE Supervisor
PHONE NO. 573-886-1200	FAX NO. 573-886-1030	E-MAIL ADDRESS Cindy.L.Garrett@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: <i>Accepted with funding AWARDED AT \$8,700. Instead of \$19,952 requested</i>		
CONTRACT NO. OSCA 12-002-05	CONTRACT PERIOD July 1, 2011 - June 30, 2012	
CONTACT COORDINATOR <i>[Signature]</i>	DATE 4-1-2011	STATE COURTS ADMINISTRATOR <i>[Signature]</i>

**Domestic Relations Programs for Parents and Children
RFP NO. OSCA 12-002
Supervised Access and Exchange Program
13th Circuit-Juvenile Division**

Name of Program: Contact for Kids: A Safe Way

Need for the Program: When situations arise that require parents/custodians to have restricted contact with a child, it is important for both parent/custodian and child to have frequent, ongoing visitation in order to maintain the relationship. Without regular visitation, parents lose motivation to correct things in their lives that have gone astray. Further, without regular and frequent visitation, children have a more difficult time returning to their former family setting and adjusting to the disruption. It is also important for both child and parent/custodian to have someone supervising the visits that will role model healthy and positive interactions between the parent and child. This is needed in order to assist the parent/custodian and child to progress towards a less restrictive visitation setting.

The 13th Circuit currently has 205 children in the custody and supervision of the Children's Division who are in out of home placement. Of the 205 children in care, approximately 50% have been recommended by the family support team to have supervised visitation with at least one offending parent/custodian and in some cases both parents/custodian. In addition to children in care, the Children's Division is also ordered to supervise visitation in some dissolution or child order of protection cases where the court has found that unsupervised visitation with a parent would not be safe for the child. In the past, without this program, these visits were all supervised by a Children's Division Caseworker; relative; foster parent; therapist; or residential care worker. Between Boone and Callaway counties, Children's Division Caseworkers alone supervise over 30 hours each week. This figure does not include the amount of time needed to provide transportation for children to and from visits, which if included would nearly double the amount of hours spent providing supervised visitation each week. Per the current policy of the Children's Division, visitation is to occur at a minimum of one time per week. As stated previously, it is important for children to have regular and frequent visitation with their parent in order to foster their bond and assist in their return to the family setting. Through the Fostering Court Improvement Program, case reviews of children in out of home placement looked at the type of visitation plan; the frequency and regularity of visitation; and finally, whether or not the plans were documented. Results of the case reviews, showed that many parents who had supervised visitation were not getting visits with their children regularly and further, that visits remained supervised for long periods of time instead of progressing to less restrictive visitation plans. This is thought to be largely due to the number of hours needed each week to supervise visits; the large caseloads handled by Children's Division workers as well as the lack of insight as to when it would be safe to progress to less restrictive visitation.

If funding for a supervised visitation program were continued for the 13th Circuit, regular visitation could occur as well as in some cases, more frequent visitation could be provided because parents could be afforded visitation through this program in addition to the visitation being supervised by the Children's Division. Further, parents/custodians would be provided the benefit of receiving parent education; information on basic child development; and basic child care. It is anticipated that with funding, 344 hours of visitation would be provided.

Prior to July 2009, when the 13th Circuit Juvenile Division received funding through the Domestic Relations Programs for Parents and Children fund to provide supervised therapeutic visitation, we contracted with individuals to provide supervised visitation for parents ordered under dissolutions or modifications to have supervised visitation. We did not provide feedback to parents or educate them on developmentally appropriate activities or discipline, we just provided supervision. This did not help any of the parties move towards any type of less restrictive visitation.

Since receiving funding in July 2009, 55 families have been served under the Supervised Access and Exchange Program, with 386 hours of supervised visitation having been provided. Evaluation surveys are completed after every four supervised visitations that occur. To date, 38 evaluation surveys have been completed by parents who have participated in the program. Out of 38 evaluations, 37 or 97% were favorable, answering with neutral, agree or strongly agree responses to the questions regarding their visits and the program. The only one negative survey focused on the parent feeling they did not get enough time with their child. That survey was completed after the parent's fifth visit through the visitation program. Areas of parenting identified in which they felt they learned something new about parenting their child were, helping their child problem solve; learning how to provide reinforcement after timeout; learning how to provide detail when communicating; and learning about their child's attention deficit hyper activity disorder.

After six months of providing supervised visits under this current grant year through the Supervised Visitation grant funds, we have expended \$6,867.51 of the awarded \$19,920. The previous grant awarded \$200.00 for supplies and those supplies were purchased in August, 2010 in the amount of \$197.51. To date we have \$13,050.00 of the funds left to expend. In the month of January, 2011 we have received seven new referrals. In the first six months of this grant year we have averaged \$1,111.00 per month in expenditures compared to \$638 during this same time period in the first grant year. Based on last grant year, the last five months of the grant period were the busiest, with the amount of expenditures averaging \$2,389.00. Should that time period be consistent this grant period we would clearly expend all funds.

During this past grant period we improved on the area of being able to teach the parent something new about caring for their child. Since the therapist frequently suggested that the parents provide developmentally appropriate, educational activities to engage their child in during the visit, we acted on this by purchasing developmentally appropriate, educational toys and activities to use during the visitations. The parents are also

encouraged to purchase similar toys/activities for home. These toys and activities will continue to be used during this next grant period if awarded funding to continue the Supervised Visitation program.

Number of people to be served/hours of service provided: Under this proposal, 344 hours of supervised visitation could be provided at the rate of \$58 per hour. A maximum of 12 sessions will be provided to each family, allowing us to serve a minimum of 28 families, provided each will require a full 12 sessions. In the event a family will not require all 12 sessions, other families will be provided services as funds allow. It is also expected that all 28 families will benefit from the previously purchased resource materials during visits.

Implementation plan: In an effort to implement this proposed project, the Juvenile Division has worked in collaboration with the Great Circle (formerly known as Boys and Girls Town of Missouri) to develop a proposal which is outlined below.

Program Proposal:

*Great Circle
Central Region
4304 Bearfield Road
Columbia, Missouri 65201
573-874-8686
Contact: Paula Fleming, PhD., LPC
Regional Vice President*

Proposal to provide Supervised Visitation and Family Therapy for children and families referred to Great Circle – Central Region by the 13th Judicial Circuit, Juvenile Court.

Program Proposal:

Great Circle will provide provisionally or fully licensed clinical social workers or professional counselors to supervise visits between children and their non-custodial parents. The Juvenile office shall provide a safe, comfortable, and accessible environment in which supervised visitation opportunities for children and families (involved with juvenile court) can take place.

Benefits of Supervised Visitation:

- 1. Visits maintain the parent-child bond.***
 - When a child is removed from their home, it is a difficult and often scary experience for the child and family.*
 - Frequent visits provide a means by which parent and child can continue their relationship.*
 - Frequent visits reassure the parent that their child has not just disappeared; they reassure the parent that the child is being given shelter and care.*

- *If a child does not see his/her parent(s) for a long time, it becomes more difficult for that child to re-adjust to living together as a family again.*

2. Visits provide parents with motivation and hope.

- *Research provides evidence that parents who do not visit with their children lose motivation to put their lives back on track.*
- *Parents who have lost physical custody of their children have many expectations placed upon them. It is often hard to accomplish all that is required (visit with their children, obtain housing, begin substance abuse treatment, find a job, attend parenting classes, etc.).*
- *Without community support, the process can be discouraging.*
- *The opportunity for parents to spend time with their children is not only required, but instills the hope and motivation necessary to ensure the permanent return of their children.*

3. Visits provide critical information to the agencies involved with the family and the courts about the parent-child relationship.

- *Reports from the supervised visitation will be provided by the therapist within 48 hours of the visitation date.*
- *Because the reports are written by impartial professionally trained staff, the observations are likely to be a realistic reflection of the parent-child relationship and factual observations made during the visitation process.*

Administration of the Program:

There are many people involved in the visitation process. It begins at the Local Juvenile Court, where a family is first determined to be in need of services. The process typically flows in the following manner:

Juvenile Court

- *Determines visitation needs and requirements, or*
- *Allows the Children's Division to make referrals to the program.*

Great Circle Program Coordinator

- *Oversees therapists assigned to the supervised visitation program*
- *Reviews and maintains records of visitations*
- *serves as liaison between GREAT CIRCLE and the Juvenile Office*

Therapists

- *administer and supervise visits*
- *provide therapy and/or other supportive services*

- complete family visitation reports

Visitation Process:

Visitation procedures will be developed and provided to the Juvenile Court for review and approval. Great Circle therapist assigned to provide supervised visitation will be trained in the policy and procedures. Working collaboratively with the Juvenile Court, the Great Circle therapist will develop a family visitation plan for each participating family. Based on the assessed need, family therapy and/or other supportive services such as parent education, information on basic child development, and basic child care may be provided by the Great Circle therapist during the visitation sessions. The therapists will role model healthy and positive interactions between parent and child and encourage the parent to actively engage with his/her children.

When a referral is received and a family is accepted for supervised visitation they will receive a copy of these procedures in advance of the visitation. The Great Circle therapist will discuss with the family any therapeutic and/or supportive services that will be provided during the visitation sessions. The details of a visitation session will be worked out in coordination with the Juvenile Office and other representatives as identified by the court.

The basic framework will likely follow:

- *Visiting Parents are typically expected to arrive first, around 10-15 minutes prior to the scheduled meeting time; a sign in process will be established along with processes for the Visiting Parent being directed to the visitation area. The visiting parent will wait in the visitation room for his or her children to arrive.*
- *Children and their Custodian arrive and check in at the scheduled time; the children are escorted to the visitation room, where Visiting Parent is waiting. Custodian may either leave the Center and return in an hour, or remain in the Custodian's waiting room during the visitation. NOTE: the Custodian should not leave the facility until the Visiting Parent has arrived; the Visiting Parent should already be checked-in when the children arrive with their Custodian, but in the event that the Visiting Parent does not show within 15 minutes of the scheduled time, the children should be taken home by the Custodian.*
- *Children and Visiting Parents will visit for about an hour. The assigned therapist will remain in the room for the entire time. If a child needs to use the restroom, an assigned staff will escort the child to the facilities. Visiting Parents are not allowed to take children to the restroom.*

- *The therapist will let visiting families know when the hour is almost over (about 15 minutes before, and then again at 5 minutes before time is up).*
- *At the end of the hour, the Visiting Parents will leave the visitation room and sign out.*
- *A Visiting Parent may be asked to fill out an evaluation form, if time permits.*
- *The children will then be escorted back up to the greeting area, where the Custodian should be waiting to take the children home.*
- *Once the parties have left, the therapist who observed the visitation complete a visitation observation form, including all observations (not opinions) about what happened in the visitation.*
- *The written observations will be provided to the therapist's supervisor for review and signature. The observation forms will then be provided to the Juvenile Office.*

Records of Visitation:

The types of forms required will be developed with input from the Juvenile Office, but following are suggested:

- *REFERRAL FORM (Court/Visiting Parent) – this form comes from the Juvenile Office referring a particular family to the supervised Visitation program.*
- *IDENTIFICATION FORM (Visiting Parent) – records Visiting Parent's identification and contact information, as well as his or her specific visitation schedule*
- *RELEASE FORM (Visiting Parent) – Visiting Parent's agreement to obey visitation program rules and to follow the established procedures; depending on the structure of the program, parents may be required to fill out and sign this form in the presence of the local juvenile court prior to the visitation.*
- *RULES FORM (Visiting Parent / Custodian) – specific and detailed list of rules for visitation; should cover topics such as arrival and departure times, punctuality, attitude, language, food or gifts for the children, physical contact, cleanliness, intoxication, and any other rules that are relevant to the particular facility the rules sheet should also list the specific consequences for violating any of the rules*
- *IDENTIFICATION FORM (Custodian) – records identification and contact information of whoever is responsible for bringing the child to and from the visitation*

- **OBSERVATION REPORT (therapist)** – describes interaction between Visiting Parent and children during the visit; should be filled out after the visitation has ended; can be styled as a checklist or in a narrative format

Note: Therapists will be given explicit instructions on what to include in the observation report.

INTAKE FORM (Therapist) – separate sign-in sheets for Visiting Parent and the Custodian; should indicate time of arrival, time of departure, whether Custodian remained at center, etc.

Program Evaluation:

An evaluation survey will be provided to the visiting parents and the custodian of the children following every four visits. The evaluation survey is an important tool to get feedback from the people who use the services provided by the program. The results from the survey will let the program partners know:

- *what areas are successful*
- *what areas need improvement*

For example, feedback from the Visiting Parents may offer suggestions for more convenient Hours. Responses from the Custodians might lead to a more efficient traffic flow. To be most effective, the surveys should be administered to the Custodians, Juvenile Office and Children's Division personnel, and Visiting Parents within the first four visits and then yearly thereafter. Great Circle will gather all evaluation materials, compile the data and provide a written report to the Juvenile Office on a monthly basis. The written report will not only provide survey information but will also report the number of families and children referred for the program, number of hours provided, number of cancellations and other data as identified by the Juvenile Office.

Implementation Plan continued:

If funded, Contact with Kids: A Safe Way will continue to be utilized without any interruptions from the previous grant period. We will use the same contract provider to supervise the visits. All referral forms, evaluations, observation reports and protocol for referring to the program have already been established and are being used during this current funding period. The following table illustrates the program implementation if funding were to be awarded:

Timeline:

Task to be Completed:	Implementation Date:
Continue offering supervised visitation	July, 2011
Monthly report due from Great Circle	August, 2011

Monthly report due from Great Circle	September, 2011
Submit 1 st qtr report to OSCA/Monthly Report Due from Great Circle	October, 2011
Monthly report due from Great Circle	November, 2011
Monthly report due from Great Circle	December, 2011
Submit 2nd qtr report to OSCA/Monthly Report Due from Great Circle	January, 2012
Monthly report due from Great Circle	February, 2012
Monthly report due from Great Circle	March, 2012
Submit 3rd qtr report to OSCA/Monthly Report Due from Great Circle	April, 2012
Monthly report due from Great Circle	May, 2012
Monthly report due from Great Circle	June, 2012
Final report due from Great Circle/Submit Yearly Report to OSCA	July, 2012

Project Goals and Objectives:

Project Goal: To provide visitation between children and parents that is both emotionally and physically safe for children.

Objective 1-344 hours of supervised visitation will be provided to children and their parents/custodian.

Objective 2-All visits will be supervised by a provisionally or fully licensed clinical social worker or professional counselor who will develop a visitation plan based on the family's needs.

Objective 3-100% of cases will have a visitation report completed and submitted to the Juvenile Office within 48 hours of the visit date and will include what service was provided to the family during the visit(family therapy or supportive services).

Objective 4-80% of parents/custodians will be satisfied with the service provided to them.

Objective 5-Less than 10% of visits will be terminated by the supervising therapist before the visit is to be concluded.

Sustainability:

It is anticipated that this program could be sustained by utilizing some or all of the following options: 1) Request funding through the Children's Division CQI(Quality Improvement) Process; 2) Apply for other grant opportunities that will enhance the existing program; 3) Utilization of student interns to supervise visits.

Project Funding Breakdown:

Funds Requested:

Furniture and Equipment: None needed. It is expected that we can use furniture/equipment that already exists in visitation areas.

Resource Materials for Participants and Program Development: None needed. Resources purchased from the previous grant period will continue to be used during this grant period.

Construction: None required. All areas to be used for visitation are ready and available for use.

Contractual Services: \$19,952. The costs for the supervised visitation will be \$58/hour. Approximately 344 hours of supervised visitation will be provided which will total \$19,952. We will contract with Great Circle Central Region for the service.

Administrative Costs and Supplies: None requested. The Juvenile Division will provide two supervisors, one in Callaway and one in Boone County who will be responsible for overseeing Great Circle's services. This responsibility will be incorporated in their daily responsibilities which are covered under their salaries currently paid for by the State of Missouri. Any office supplies needed for the program will be provided by Great Circle.

Training: None requested. Great Circle along with the Juvenile Division will be responsible for making sure all staff who supervises the visits receives the proper training in order to supervise the visits.

TOTAL AMOUNT OF FUNDS REQUESTED: \$19,952

Cost Per Person Served and/or Cost Per Hours of Service Provided: \$58 per hour for a total of 344 service hours provided=\$19,952. A minimum of 28 families will be served. Total cost per family: \$712.57/family.

FY 2011
Budget Amendments/Revisions
Judicial Grants & Contracts (1243)

BR #	Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
11003	1	1/11/2011	1243	3411 10100 10200 10300 10350 10375 10325 10400 10500 3411 37220 37230 71100	Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants	Federal Grant Reimbursement Salary FICA Health Insurance Life Insurance Dental Insurance Disability Insurance Workers Comp 401A Match Federal Grant Reimbursement Travel to Training Meals/Lodging Outside Services	28,605 22,305 1,706 3,167 35 237 83 812 260 50,132 89 183 49,860		VAWA Grant for Domestic Assault Court Coordinator & MEND	
11026	2	5/5/2011	1243	92300	Judicial Grants	Replacement Machine & Equipment	320		roll unspent 2010 budget for late invoice for Equipment Assistance Grant	
	3	5/4/2011	1243	3451 71101	Judicial Grants Judicial Grants	State Grant Reimbursement Professional Services	9,720 9,720		additional funding for DRRF-Contact for Kids 7/1/10-6/30/11	
11053	4	6/20/2011	1243	71101 23027	Judicial Grants Judicial Grants	Professional Services Incentive Supplies	1,000	1,000	Re-classify funds to cover the purchase of gift cards. Mo Dept of Public Safety approved incentive program. JDAI Grant	
11052	5	6/20/2011	1243	3411 37220 37230 71101	Judicial Grants Judicial Grants Judicial Grants Judicial Grants	Federal Reimbursement Travel Meals & Lodging Professional Services	3,261 6 324 2,931		Roll unspent 2010 Title II - JDAI grant fund to 2011	
	6	8/10/2011	1243	3451 71101	Judicial Grants Judicial Grants	State Reimb.-Grant Professional Services	4,350 4,350		Increase funds for DRRF-Contact for Kids 07/01/11-12/31/11 Grant Award - total Grant \$8,700 from 07/01/11-06/30/12	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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		40,498.00
1243	10100	Judicial Grants	Salaries/Wages		31,720.00
1243	10200	Judicial Grants	FICA		2,427.00
1243	10300	Judicial Grants	Health Insurance		4,750.00
1243	10325	Judicial Grants	Disability Insurance		117.00
1243	10350	Judicial Grants	Life Insurance		53.00
1243	10375	Judicial Grants	Dental Insurance		356.00
1243	10400	Judicial Grants	Workers Comp.		1,075.00

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

8/9/11

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		\$40,498
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries/Wages		\$31,720
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$2,427
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		\$117
1	2	4	3	1	0	3	5	0	Judicial Grants	Life Insurance		\$53
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.		\$1,075

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 7/1/11 to 12/31/11.**



 Requesting Official

To: County Clerk's Office
 Comm Order # 348-2011
 Return to Auditor's Office
 Please do not remove staple.

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda



 Auditor's Office



 PRESIDING COMMISSIONER



 DISTRICT I COMMISSIONER



 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 2011 - December 2011

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.	Total
560	DJO	1040	15.25	\$ 15,860.00	\$ 1,213.29	\$ 2,374.98	\$ 58.68	\$ 26.40	\$ 178.02	\$ 537.65	\$ 20,249.03
561	DJO	1040	15.25	\$ 15,860.00	\$ 1,213.29	\$ 2,374.98	\$ 58.68	\$ 26.40	\$ 178.02	\$ 537.65	\$ 20,249.03
July-December 2011 Exp Estimate:				<u>\$ 31,720.00</u>	<u>\$ 2,426.58</u>	<u>\$ 4,749.96</u>	<u>\$ 117.36</u>	<u>\$ 52.80</u>	<u>\$ 356.04</u>	<u>\$ 1,075.30</u>	<u>\$ 40,498.04</u>
2011 Budget Amendment Expenditure Amounts:				\$ 31,720.00	\$ 2,426.58	\$ 4,749.96	\$ 117.36	\$ 52.80	\$ 356.04	\$ 1,075.30	\$ 40,498.04
2011 Budget Amendment Revenue Amounts:				\$ 31,720.00	\$ 2,426.58	\$ 4,749.96	\$ 117.36	\$ 52.80	\$ 356.04	\$ 1,075.30	\$ 40,498.04


Grant Award:
 July-Dec 2011 \$40,498.04
 January-June 2012 \$36,777.97
TOTAL GRANT AWARD \$77,276.01

1243 Judicial Grants & Contracts
 Probation Services Grant
 Calculations for Budget Amendment
 January 2012 - June 2012

Position Number	Position Title	Budget Hours Jan. - June	Hourly Rate	Deductions											Total			
				10100 Salary & Wages	10200 FICA	10300 Health Insurance	10325 Disability Insurance	10350 Life Insurance	10375 Dental Insurance	10400 Workers Comp								
560	DJO	930.5	15.25	\$ 14,190.13	\$ 1,085.54	\$ 2,374.98	\$ 52.50	\$ 26.40	\$ 177.99	\$ 481.05	\$ 18,388.59							
561	DJO	930.5	15.25	\$ 14,190.13	\$ 1,085.54	\$ 2,374.98	\$ 52.50	\$ 26.40	\$ 177.99	\$ 481.05	\$ 18,388.59							
Jan.-June 2012 Exp Estimate:																		
2012 Budget Amendment Expenditure Amounts:																		
2012 Budget Amendment Revenue Amounts:																		
				\$ 28,380.25	\$ 2,171.09	\$ 4,749.96	\$ 105.01	\$ 52.80	\$ 355.98	\$ 962.09	\$ 36,777.18							

Grant Award:
 July-Dec 2011 \$40,498.04
 Jan-June 2012 \$36,777.97
TOTAL GRANT AWARD: \$77,276.01



Re: Fw: DYS Grant 
Marsha Plank to: Diana Vaughan
Cc: Rick Gaines

07/01/2011 02:46 PM

Good afternoon, Diana. Below is the information you requested:

Probation Services Enhancement	\$77,276.01
Intensive Intervention Model Program	\$10,156.99
TOTAL DYS FUND APPROVED	\$87,433.00

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

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

DIVISION OF YOUTH SERVICES
JUVENILE COURT DIVERSION
YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

APPROVED BUDGET

State Fiscal Year:

2012

Judicial Circuit #:

13

Contract Number:

ERS 0

FOCUS AREAS

Focus Area Title

#1	Probation Services Enhancement
#2	Intensive Intervention Model Program
#3	0
#4	0
#5	0
#6	0

PERSONNEL

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
	77,276.01	10,156.99					
TOTAL PERSONNEL							\$ 87,433.00

TRAVEL & PROFESSIONAL DEVELOPMENT

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL TRAVEL & PD							\$ -

EQUIPMENT OR PROPERTY

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL EQUIP / PROP							\$ -

SUPPLIES AND OPERATION

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL SUPPLIES/OPP							\$ -

CONTRACTUAL SERVICES

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL CONTRACTUAL							\$ -

FOCUS AREA TOTALS

Focus Area	#1	#2	#3	#4	#5	#6
	77,276.01	10,156.99	-	-	-	-

TOTAL DYS FUNDS APPROVED \$ 87,433.00

**STATE OF MISSOURI
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF YOUTH SERVICES**

**CONTRACTUAL SERVICES AGREEMENT
FOR
JUVENILE COURT DIVERSION PROGRAMS**

This contract is between the Department of Social Services, Division of Youth Services (DYS), hereinafter referred to as the State Agency, and the 13th Judicial Circuit, hereinafter referred to as the Contractor. The State Agency agrees to provide the Contractor funding as outlined in Attachment A for services provided under the Focus Area(s) described in the Scope of Services (Section 3 below).

The State Agency is authorized under Section 219.041, RSMo (<http://moga.mo.gov/statutes/C200-299/2190000041.HTM>), to administer a Juvenile Court Diversion (JCD) program for the purpose of assisting local units of government in the development and implementation of community-based treatment programs for the care and treatment of children.

1. Duration of the Contract:

- 1.1 The obligations under this contract shall commence on July 1, 2011 and extend for twelve (12) months through June 30, 2012.
- 1.2 **Renewal Options:** The Department of Social Services shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2. Background Information:

- 2.1 **Statement of Philosophy:** It is the philosophy of the State Agency that all youth who can be served on a local level should be afforded the necessary services through their local juvenile court or other local organizations, so that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system. It is further felt that many juvenile courts throughout the state do not have sufficient basic services to properly work with and process youth who come to their attention. It is, therefore, the purpose of the Youth, Family and Community JCD Grant program to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services. Another goal of this program is the development of a more evenly distributed service delivery system across the State of Missouri as well as the development and maintenance of minimum standards for all judicial circuits.
- 2.2 **Mandated Responsibilities:** The 78th General Assembly of the State of Missouri mandated the diversion program as part of the broad responsibilities of the State Agency. The responsibilities of this program, as specified in law, include the establishment of standards for the program, the establishment of a local advisory board (or planning group), and a written description of the program be submitted to the State Agency. The State Agency is also required to monitor and evaluate projects funded through this source. In addition, funds shall not be supplanted by the Contractor because of the implementation of Juvenile Court Diversion programming (RSMo 219.041).
- 2.3 **Standards:** Programs initiated with Youth, Family and Community JCD Grant funds shall be consistent with promising practices, evidence-based approaches and other model programs. A wide variety of projects can be

established under Youth, Family and Community JCD Grant funding. Most projects fall within a general project description supported by National Organizations. For those projects where youth will be placed in contractual residential care, the Contractor being utilized must maintain a current license with the Missouri Department of Social Services, Children's Division.

2.4 Planning Committee or Advisory Board: In determining the purposes for which funds will be expended, the juvenile court judge shall appoint a planning committee whose membership shall be representative of the community's population. The committee shall actively participate in the formulation of plans for the proper expenditure of funds and shall cooperate and assist in the implementation of these plans. Members of this committee shall receive no compensation for their service on the committee. The Youth, Family and Community JCD Grant Program Planning Committee may be a committee dedicated solely for the purpose of advising the juvenile court on the programs funded by the Youth, Family and Community JCD Grant Program, or it may be a committee which is used by the juvenile court for other purposes with Juvenile Court Diversion programming being only one function. This determination shall be made by the juvenile court based on how it chooses to utilize its committees on a local level.

2.5 Monitoring: In accordance with the directive outlined by applicable statutes, the director of the State Agency or his/her designee shall visit, or cause to be visited, each project funded by the Youth, Family and Community JCD Grant Program. The purpose of such visits is to examine the program, as well as its books and records. It is a further obligation of the State Agency to make written recommendations for needed changes or improvements to the funded projects.

3. Scope of Service:

3.1 The contractor shall administer the Focus Areas as described below.

- **Intensive Intervention Model Program** – enhances services provided to at-risk youth and families through a team approach consisting of a family therapist, program assistant and a deputy juvenile officer. Participating youth are linked to community resources designed to provide needs-based interventions.
- **Probation Services Enhancement** – Deputy juvenile officers are assigned specialized caseloads for the purpose of enhancing probation services. Specialized caseloads include young people who have been identified as presenting with mental health needs, substance abuse issues, and in need of intensive probationary services.

4. Conditions of Participation:

4.1 Subject to the terms of this contract, the State Agency will pay the Contractor for actual and necessary costs incurred by the Contractor for the implementation of the diversion program(s) described in Section 3.1 above.

4.2 If this contract calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the Contractor shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.

4.3 If this contract calls for the acquisition of foster home services, the Contractor shall use homes which are licensed by the Missouri Department of Social Services, Children's Division, or homes licensed/approved by a juvenile court which uses written standards that have been approved by the state agency regarding health, safety, fire, and sanitation with prior approval by the state agency.

4.4 If this contract calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility), the Contractor shall comply with the Office of

Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.

- 4.4.1 For purposes of this agreement, secure facility is described as: A Facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.
- 4.5 In order to remain eligible for JCD funding, the Contractor shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the Contractor shall provide written justification to the State Agency that such reductions would have been necessary regardless of JCD programs.
- 4.6 The Contractor understands this contract is contingent upon appropriated funds from the State of Missouri General Assembly for JCD programs, and that such amounts allocated to the Contractor may be reduced during the contract period as deemed necessary by the State Agency.
- 4.7 Background Checks: The Contractor shall complete criminal background checks and child abuse and neglect background checks for the Contractor's employees and/or subcontractors who provide direct services under this contract prior to such personnel having contact with children being served under the Contractor's program.
 - 4.7.1 The Contractor shall ensure that each subcontractor verifies, prior to being awarded a subcontract, that none of its employees providing care and treatment services have any adverse background information against them contained in any of the appropriate databases searched as part of the background check requirement set forth herein. However, in the event such adverse information is found, the subcontractor may determine, after consideration of all circumstances relating to the adverse information, the employee does not pose a risk of danger or harm to youth and is considered suitable for employment. In such a case, the subcontractor must provide written documentation outlining that determination, supply a copy to the Contractor, and place a copy of that determination in the employee's personnel file. If adverse information discovered during a background check demonstrates that a person poses a risk of danger or harm to youth and is therefore unsuitable for providing care and treatment services, the Contractor will disqualify the responsible subcontractor from providing contractual services under the JCD program as long as the unsuitable employee remains employed. Subcontractors shall ensure no unsuitable employees are hired in a capacity of providing care and treatment services to youth and that any employees who render themselves unsuitable from providing such services during the course of the subcontract are terminated from employment in that capacity.
 - 4.7.2 If the Contractor does not have a process in place at the signing of this contract for completing a background check, the Contractor must submit all required information to the Family Care Safety Registry on behalf of all of the Contractor's employees assigned to perform services under this contract. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
 - 4.7.3 Background checks are the financial responsibility of the Contractor.

5. Contractual Requirements:

- 5.1 Contract - A binding contract shall consist of: (1) the agreement proposed and (2) the Department of Social Services acceptance of the proposal. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department of Social Services prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 5.2 Termination of this contract may occur, with or without cause, prior to the date agreed upon by both parties in the following manner:
- a. In the event funds and/or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the state agency, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the state agency.
 - b. Either party at any time, may with cause related to adequacy of performance, terminate this contract immediately by written notice. Any written notification of contract information shall be sent by certified mail, first class postage paid, and such notification shall be effective upon deposit in the mail.
 - 1) When a contract is terminated for cause, the Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
 - c. In the event of termination all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department become the property of the State of Missouri.
- 5.3 Contractor Liability - Each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.
- 5.4 Confidentiality - The Contractor shall agree that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the state agency, unless required by law.
- a. The Contractor shall maintain strict confidentiality of all client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the client's parent or legal guardian unless such disclosure is required by law.
 - b. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's sub-Contractors and employees.
 - c. The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).
- 5.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
- 5.6 The State of Missouri will not be responsible for any mistakes or omissions by any contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or subcontractor. Further, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of this contract, but are not related to interpreter services. These acts include all criminal and civil acts that may give rise to liability.
- 5.7 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- 5.7.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles - 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 5.7.2 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven’s Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 5.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State Agency. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., pertaining to the contractor’s employees and/or contractors. Further, in accordance with paragraph 5.3 above, each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.
- 5.9 Property of State - Copies of all reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall be provided to the State of Missouri. Upon expiration, termination, or cancellation of the contract, copies of all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall be provided to the state agency, if the agency so desires.
- 5.10 Records and Reporting – The Contractor shall maintain program statistical records required by the State Agency and produce program narrative and statistical data at times prescribed by the State Agency. The Contractor shall maintain program records with regard to employee and client attendance, services rendered, and all statistics necessary to evaluate the program as described in Attachments 1 through 5.
- 5.10.1 The Contractor must maintain financial and accounting records and evidence pertaining to this contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or the final payment on a contract renewal period.
- a) The Contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any documents, and records relating to services provided herein. The Contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the Contractor, provided that it may

contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the Contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

5.11 Modifications: Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contract and the State Agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or other document, including correspondence, acts or oral communications by or from any person shall be used or construed as an amendment or modification to the contract.

5.11.1 The parties agree that fund transfers may be made between Focus Areas and Budget Categories (see Attachment A) with prior approval of the State Agency. Transfers between Focus Areas and Budget Categories shall not exceed ten (10) percent of the total DYS Funds Approved unless written authorization is obtained from the Department.

5.12 Invoicing and Payment:

5.12.1 The Contractor shall invoice the State Agency for actual and necessary costs incurred by the Contractor in delivering project services during the invoice period.

- a) The Contractor will be reimbursed for services by submitting invoices on a minimum of a quarterly basis to the State Agency. Invoices submitted shall contain the name of the Contractor, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, i.e. copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the Contractor shall submit vouchers, warrant requests or other documentation the Contractors accounting system requires for authorization for payment. Payment to the Contractor shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the State Agency that such expenditure was appropriate under the terms of the contract.
- b) The Contractor shall develop and implement a program requiring, when appropriate, client subsidy toward the cost of diversion programming.
- c) The invoice must contain an original signature by the contractor's duly authorized representative and be submitted electronically to the state agency at Kristen.D.Myers@dss.mo.gov, unless hard copy submission is agreed upon in writing by the state agency. Invoices must be submitted quarterly and no later than the 15th of the follow month. The fourth quarter invoice (invoice for April, May and June) should be submitted to the state agency no later than the 15th of June each year so payment can still be processed from that fiscal years funds. If hard copy submittal is approved, the contractor shall submit the hard copy invoice to:

Missouri Department of Social Services
Division of Youth Services
Fiscal Unit
P.O. Box 447
Jefferson City, MO 65102

5.13 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri. Further, in accordance with paragraph 5.3 above, each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section, 285.530 RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530, RSMo, and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

5.14 Substitution of Personnel - The contractor agrees that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal.

5.15 Business Compliance - The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Finance and Administrative Services. The compliance to conduct business in the state shall include but may not be limited to:

5.15.1 Registration of business name (if applicable) Certificate of authority to transact business/ certificate of good standing (if applicable) Taxes (e.g., city/county/ state/federal) State and local certifications (e.g., professions/occupations/activities) Licenses and permits (e.g., city/county license, sales permits) Insurance (e.g., worker's compensation/unemployment compensation)

5.16 Debarment - The contractor certifies, by signing this agreement and Exhibit A, 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. The contractor further agrees that it will 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 of Labor.

Exhibit A must be completed and returned with this agreement.

- 5.17 **Non-Discrimination and ADA:** The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));

- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

5.18 Filing and Payment of Taxes - Executive Order 03-27: In accordance with House Bill 600, the Department of Social Services is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provides in RSMo 144. Additional information regarding House Bill 600 is available on the Department of Revenue’s website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

5.19 Contractor’s who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the contractor or any owner of the contractor’s organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General Assembly member or statewide elected official:
Leslie Schneider, Administrative Judge of Family Court
 Name of state agency where employed: 13th Judicial Circuit
 Percentage of ownership interest in contractor’s organization held by state employee, General Assembly member or statewide elected official: 0 %

5.20 **Business Associate Provisions:**

5.20.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.

- 3) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 5) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 7) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

- b. The contractor agrees that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

5.20.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

5.20.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions

of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

5.20.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

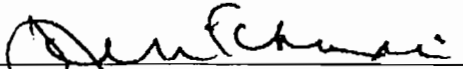
5.20.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

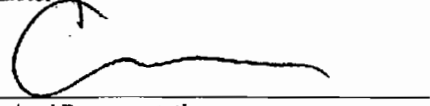
5.20.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

CONTRACTORS IDENTIFYING INFORMATION (Please print or type all requested information)			
Name of Organization 13th Judicial Circuit Court - Juvenile Division			
Mailing Address 705 East Walnut Street			
City, State, Zip Code Columbia, MO 65201			
Contact Person and Title Leslie Schneider Administrative Judge of Family Court		E-Mail Address leslie.schneider@courts.mo.gov	
Telephone Number (573) 886-4050	Fax Number (573) 886-4070	Taxpayer ID Number (TIN) 43-6000349	Taxpayer ID Type X FEIN SSN

The parties hereto have signed this Agreement on the date indicated.


Contractor

6-30-11
Date


Authorized Representative
Division of Youth Services

7-12-2011
Date


Authorized Representative
Department of Social Services

7/14/11
Date

EXHIBIT A

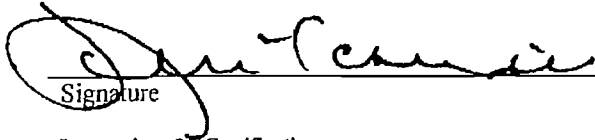
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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.

Name and Title of Authorized Representative


Signature

6-30-11
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds 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 DOL.
6. The prospective recipient of Federal assistance funds 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," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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 DOL may pursue available remedies, including suspension and/or debarment.

**STATE OF MISSOURI
DEPARTMENT OF SOCIAL SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
 - b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
 - c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
 - d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the DSS improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Revised 01/10/11

FY 2011
Budget Amendments/Revisions
Judicial Grants & Contracts (1243)

BR #	Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
11003	1	1/11/2011	1243	3411 10100 10200 10300 10350 10375 10325 10400 10500 3411 37220 37230 71100	Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants	Federal Grant Reimbursement Salary FICA Health Insurance Life Insurance Dental Insurance Disability Insurance Workers Comp 401A Match Federal Grant Reimbursement Travel to Training Meals/Lodging Outside Services	28,605 22,305 1,706 3,167 35 237 83 812 260 50,132 89 183 49,860		VAWA Grant for Domestic Assault Court Coordinator & MEND	
11026	2	5/5/2011	1243	92300	Judicial Grants	Replacement Machine & Equipment	320		roll unspent 2010 budget for late invoice for Equipment Assistance Grant	
	3	5/4/2011	1243	3451 71101	Judicial Grants Judicial Grants	State Grant Reimbursement Professional Services	9,720 9,720		additional funding for DRRF-Contact for Kids 7/1/10-6/30/11	
11053	4	6/20/2011	1243	71101 23027	Judicial Grants Judicial Grants	Professional Services Incentive Supplies	1,000	1,000	Re-classify funds to cover the purchase of gift cards. Mo Dept of Public Safety approved incentive program. JDAI Grant	
11052	5	6/20/2011	1243	3411 37220 1243 37230 1243 71101	Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants	Federal Reimbursement Travel Meals & Lodging Professional Services	3,261 6 324 2,931		Roll unspent 2010 Title II -JDAI grant fund to 2011	
	6	8/10/2011	1243	3451 71101	Judicial Grants Judicial Grants	State Reimb.-Grant Professional Services	4,350 4,350		Increase funds for DRRF-Contact for Kids 07/01/11-12/31/11 Grant Award - total Grant \$8,700 from 07/01/11-06/30/12	
	7	8/12/2011	1243	3451 10100 1243 10200 1243 10300 1243 10325 1243 10350 1243 10375 1243 10400	Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants Judicial Grants	State Reimbursement Salaries/Wages FICA Health Insurance Disability Insurance Life Insurance Dental Insurance Workers Comp	40,498 31,720 2,427 4,750 117 53 356 1,075		To increase revenue and expenditures for the Probation Service grant from 07/1/11-12/31/11	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 30th day of August 20 11

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		5,072.00
1243	10100	Judicial Grants	Salaries/Wages		4,712.00
1243	10200	Judicial Grants	FICA		360.00

Done this 30th day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

8/9/11

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		\$5,072
1	2	4	3	1	0	1	0	0	Judicial Grants	Salaries/Wages		\$4,712
1	2	4	3	1	0	2	0	0	Judicial Grants	FICA		\$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 Intensive Intervention grant. This budget amendment covers 7/1/11 to 12/31/11.**



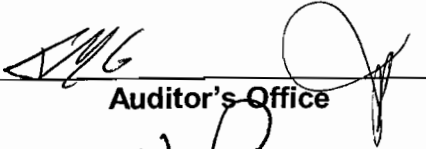
Requesting Official

To: County Clerk's Office
Comm Order # 349-2011
 Return to Auditor's Office
 Please do not remove staple.

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda



Auditor's Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



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 2011 - December 2011

Position Number	Position Title	Budget Hours July - December	Hourly Rate	10100 Salary & Wages	10200 FICA	Expenditure Budget TOTAL	Revenue Budget	Difference
July-Dec 2011 Exp. Estimate	536 Family Counselor Pool	349	\$ 13.50	\$ 4,711.50	\$ 360.43	\$ 5,071.93	\$ 5,078.50	\$ 6.57
2011 Budget Amendment Expenditure Amounts:								
				\$ 4,711.50	\$ 360.43	\$ 5,071.93		
2011 Budget Amendment Revenue Amounts:								
				\$ 4,711.50	\$ 360.43	\$ 5,071.93		

Grant Award:

July-Dec 2011	5,071.93
Jan-June 2012	<u>5,071.93</u>
	<u><u>10,143.86</u></u>
TOTAL GRANT AWARD	10,156.99


1243 Judicial Grants & Contracts
 Intensive Intervention Grant
 Calculations for Budget Amendment
 January 2012 - June 2012

Jan.-June 2012 Exp. Estimate	Position Number	Position Title	Budget		Hourly Rate	10100 Salary & Wages	10200 FICA	Expenditure Budget TOTAL	Revenue Budget	Difference
			Hours Jan.-June	June						
536		Family Counselor Pool	349		\$ 13.50	\$ 4,711.50	\$ 360.43	\$ 5,071.93	\$ 5,078.50	\$ 6.57
2012 Budget Amendment Expenditure Amounts:										
						\$ 4,711.50	\$ 360.43	\$ 5,071.93		
2012 Budget Amendment Revenue Amounts:										
						\$ 4,711.50	\$ 360.43	\$ 5,071.93		

Grant Award:

July-Dec 2011	5,071.93
Jan-June 2012	<u>5,071.93</u>
	<u>10,143.86</u>
TOTAL GRANT AWARD	10,156.99



Re: Fw: DYS Grant 
Marsha Plank to: Diana Vaughan
Cc: Rick Gaines

07/01/2011 02:46 PM

Good afternoon, Diana. Below is the information you requested:

Probation Services Enhancement	\$77,276.01
Intensive Intervention Model Program	\$10,156.99
TOTAL DYS FUND APPROVED	\$87,433.00

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

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

DIVISION OF YOUTH SERVICES
JUVENILE COURT DIVERSION
YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

APPROVED BUDGET

State Fiscal Year: 2012

Judicial Circuit #: 13

Contract Number: ERS 0

FOCUS AREAS

	Focus Area Title
#1	Probation Services Enhancement
#2	Intensive Intervention Model Program
#3	0
#4	0
#5	0
#6	0

PERSONNEL

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
	77,276.01	10,156.99					
TOTAL PERSONNEL							\$ 87,433.00

TRAVEL & PROFESSIONAL DEVELOPMENT

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL TRAVEL & PD							\$ -

EQUIPMENT OR PROPERTY

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL EQUIP / PROP							\$ -

SUPPLIES AND OPERATION

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL SUPPLIES/OPP							\$ -

CONTRACTUAL SERVICES

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
TOTAL CONTRACTUAL							\$ -

FOCUS AREA TOTALS

Focus Area	#1	#2	#3	#4	#5	#6	Approved Funding
	77,276.01	10,156.99	-	-	-	-	
TOTAL DYS FUNDS APPROVED							\$ 87,433.00

STATE OF MISSOURI
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF YOUTH SERVICES

CONTRACTUAL SERVICES AGREEMENT
FOR
JUVENILE COURT DIVERSION PROGRAMS

This contract is between the Department of Social Services, Division of Youth Services (DYS), hereinafter referred to as the State Agency, and the 13th Judicial Circuit, hereinafter referred to as the Contractor. The State Agency agrees to provide the Contractor funding as outlined in Attachment A for services provided under the Focus Area(s) described in the Scope of Services (Section 3 below).

The State Agency is authorized under Section 219.041, RSMo (<http://moga.mo.gov/statutes/C200-299/2190000041.HTM>), to administer a Juvenile Court Diversion (JCD) program for the purpose of assisting local units of government in the development and implementation of community-based treatment programs for the care and treatment of children.

1. Duration of the Contract:

- 1.1 The obligations under this contract shall commence on July 1, 2011 and extend for twelve (12) months through June 30, 2012.
- 1.2 **Renewal Options:** The Department of Social Services shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2. Background Information:

- 2.1 **Statement of Philosophy:** It is the philosophy of the State Agency that all youth who can be served on a local level should be afforded the necessary services through their local juvenile court or other local organizations, so that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system. It is further felt that many juvenile courts throughout the state do not have sufficient basic services to properly work with and process youth who come to their attention. It is, therefore, the purpose of the Youth, Family and Community JCD Grant program to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services. Another goal of this program is the development of a more evenly distributed service delivery system across the State of Missouri as well as the development and maintenance of minimum standards for all judicial circuits.
- 2.2 **Mandated Responsibilities:** The 78th General Assembly of the State of Missouri mandated the diversion program as part of the broad responsibilities of the State Agency. The responsibilities of this program, as specified in law, include the establishment of standards for the program, the establishment of a local advisory board (or planning group), and a written description of the program be submitted to the State Agency. The State Agency is also required to monitor and evaluate projects funded through this source. In addition, funds shall not be supplanted by the Contractor because of the implementation of Juvenile Court Diversion programming (RSMo 219.041).
- 2.3 **Standards:** Programs initiated with Youth, Family and Community JCD Grant funds shall be consistent with promising practices, evidence-based approaches and other model programs. A wide variety of projects can be

established under Youth, Family and Community JCD Grant funding. Most projects fall within a general project description supported by National Organizations. For those projects where youth will be placed in contractual residential care, the Contractor being utilized must maintain a current license with the Missouri Department of Social Services, Children's Division.

- 2.4 **Planning Committee or Advisory Board:** In determining the purposes for which funds will be expended, the juvenile court judge shall appoint a planning committee whose membership shall be representative of the community's population. The committee shall actively participate in the formulation of plans for the proper expenditure of funds and shall cooperate and assist in the implementation of these plans. Members of this committee shall receive no compensation for their service on the committee. The Youth, Family and Community JCD Grant Program Planning Committee may be a committee dedicated solely for the purpose of advising the juvenile court on the programs funded by the Youth, Family and Community JCD Grant Program, or it may be a committee which is used by the juvenile court for other purposes with Juvenile Court Diversion programming being only one function. This determination shall be made by the juvenile court based on how it chooses to utilize its committees on a local level.
- 2.5 **Monitoring:** In accordance with the directive outlined by applicable statutes, the director of the State Agency or his/her designee shall visit, or cause to be visited, each project funded by the Youth, Family and Community JCD Grant Program. The purpose of such visits is to examine the program, as well as its books and records. It is a further obligation of the State Agency to make written recommendations for needed changes or improvements to the funded projects.

3. **Scope of Service:**

3.1 The contractor shall administer the Focus Areas as described below.

- **Intensive Intervention Model Program** – enhances services provided to at-risk youth and families through a team approach consisting of a family therapist, program assistant and a deputy juvenile officer. Participating youth are linked to community resources designed to provide needs-based interventions.
- **Probation Services Enhancement** – Deputy juvenile officers are assigned specialized caseloads for the purpose of enhancing probation services. Specialized caseloads include young people who have been identified as presenting with mental health needs, substance abuse issues, and in need of intensive probationary services.

4. **Conditions of Participation:**

- 4.1 Subject to the terms of this contract, the State Agency will pay the Contractor for actual and necessary costs incurred by the Contractor for the implementation of the diversion program(s) described in Section 3.1 above.
- 4.2 If this contract calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the Contractor shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.
- 4.3 If this contract calls for the acquisition of foster home services, the Contractor shall use homes which are licensed by the Missouri Department of Social Services, Children's Division, or homes licensed/approved by a juvenile court which uses written standards that have been approved by the state agency regarding health, safety, fire, and sanitation with prior approval by the state agency.
- 4.4 If this contract calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility), the Contractor shall comply with the Office of

Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.

- 4.4.1 For purposes of this agreement, secure facility is described as: A Facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.
 - 4.5 In order to remain eligible for JCD funding, the Contractor shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the Contractor shall provide written justification to the State Agency that such reductions would have been necessary regardless of JCD programs.
 - 4.6 The Contractor understands this contract is contingent upon appropriated funds from the State of Missouri General Assembly for JCD programs, and that such amounts allocated to the Contractor may be reduced during the contract period as deemed necessary by the State Agency.
 - 4.7 **Background Checks:** The Contractor shall complete criminal background checks and child abuse and neglect background checks for the Contractor's employees and/or subcontractors who provide direct services under this contract prior to such personnel having contact with children being served under the Contractor's program.
 - 4.7.1 The Contractor shall ensure that each subcontractor verifies, prior to being awarded a subcontract, that none of its employees providing care and treatment services have any adverse background information against them contained in any of the appropriate databases searched as part of the background check requirement set forth herein. However, in the event such adverse information is found, the subcontractor may determine, after consideration of all circumstances relating to the adverse information, the employee does not pose a risk of danger or harm to youth and is considered suitable for employment. In such a case, the subcontractor must provide written documentation outlining that determination, supply a copy to the Contractor, and place a copy of that determination in the employee's personnel file. If adverse information discovered during a background check demonstrates that a person poses a risk of danger or harm to youth and is therefore unsuitable for providing care and treatment services, the Contractor will disqualify the responsible subcontractor from providing contractual services under the JCD program as long as the unsuitable employee remains employed. Subcontractors shall ensure no unsuitable employees are hired in a capacity of providing care and treatment services to youth and that any employees who render themselves unsuitable from providing such services during the course of the subcontract are terminated from employment in that capacity.
 - 4.7.2 If the Contractor does not have a process in place at the signing of this contract for completing a background check, the Contractor must submit all required information to the Family Care Safety Registry on behalf of all of the Contractor's employees assigned to perform services under this contract. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
 - 4.7.3 Background checks are the financial responsibility of the Contractor.
5. **Contractual Requirements:**
- 5.1 Contract - A binding contract shall consist of: (1) the agreement proposed and (2) the Department of Social Services acceptance of the proposal. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department of Social Services prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 5.2 Termination of this contract may occur, with or without cause, prior to the date agreed upon by both parties in the following manner:
- a. In the event funds and/or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the state agency, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the state agency.
 - b. Either party at any time, may with cause related to adequacy of performance, terminate this contract immediately by written notice. Any written notification of contract information shall be sent by certified mail, first class postage paid, and such notification shall be effective upon deposit in the mail.
 - 1) When a contract is terminated for cause, the Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
 - c. In the event of termination all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department become the property of the State of Missouri.
- 5.3 Contractor Liability - Each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.
- 5.4 Confidentiality - The Contractor shall agree that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the state agency, unless required by law.
- a. The Contractor shall maintain strict confidentiality of all client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the client's parent or legal guardian unless such disclosure is required by law.
 - b. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's sub-Contractors and employees.
 - c. The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).
- 5.5 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
- 5.6 The State of Missouri will not be responsible for any mistakes or omissions by any contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or subcontractor. Further, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of this contract, but are not related to interpreter services. These acts include all criminal and civil acts that may give rise to liability.
- 5.7 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- 5.7.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles - 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 5.7.2 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven’s Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 5.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State Agency. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., pertaining to the contractor’s employees and/or contractors. Further, in accordance with paragraph 5.3 above, each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.
- 5.9 Property of State - Copies of all reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall be provided to the State of Missouri. Upon expiration, termination, or cancellation of the contract, copies of all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall be provided to the state agency, if the agency so desires.
- 5.10 Records and Reporting – The Contractor shall maintain program statistical records required by the State Agency and produce program narrative and statistical data at times prescribed by the State Agency. The Contractor shall maintain program records with regard to employee and client attendance, services rendered, and all statistics necessary to evaluate the program as described in Attachments 1 through 5.
- 5.10.1 The Contractor must maintain financial and accounting records and evidence pertaining to this contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or the final payment on a contract renewal period.
- a) The Contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any documents, and records relating to services provided herein. The Contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the Contractor, provided that it may

contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the Contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

5.11 Modifications: Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contract and the State Agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or other document, including correspondence, acts or oral communications by or from any person shall be used or construed as an amendment or modification to the contract.

5.11.1 The parties agree that fund transfers may be made between Focus Areas and Budget Categories (see Attachment A) with prior approval of the State Agency. Transfers between Focus Areas and Budget Categories shall not exceed ten (10) percent of the total DYS Funds Approved unless written authorization is obtained from the Department.

5.12 Invoicing and Payment:

5.12.1 The Contractor shall invoice the State Agency for actual and necessary costs incurred by the Contractor in delivering project services during the invoice period.

- a) The Contractor will be reimbursed for services by submitting invoices on a minimum of a quarterly basis to the State Agency. Invoices submitted shall contain the name of the Contractor, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, i.e. copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the Contractor shall submit vouchers, warrant requests or other documentation the Contractors accounting system requires for authorization for payment. Payment to the Contractor shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the State Agency that such expenditure was appropriate under the terms of the contract.
- b) The Contractor shall develop and implement a program requiring, when appropriate, client subsidy toward the cost of diversion programming.
- c) The invoice must contain an original signature by the contractor's duly authorized representative and be submitted electronically to the state agency at Kristen.D.Myers@dss.mo.gov, unless hard copy submission is agreed upon in writing by the state agency. Invoices must be submitted quarterly and no later than the 15th of the follow month. The fourth quarter invoice (invoice for April, May and June) should be submitted to the state agency no later than the 15th of June each year so payment can still be processed from that fiscal years funds. If hard copy submittal is approved, the contractor shall submit the hard copy invoice to:

Missouri Department of Social Services
Division of Youth Services
Fiscal Unit
P.O. Box 447
Jefferson City, MO 65102

5.13 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri. Further, in accordance with paragraph 5.3 above, each party shall bear sole responsibility for any and all personal injury (including death) or property damage resulting from the negligence of their respective employees or contractors involving any equipment or services provided under the terms and conditions, requirements and specifications of this contract.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section, 285.530 RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo), if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530, RSMo, and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

5.14 Substitution of Personnel - The contractor agrees that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal.

5.15 Business Compliance - The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Finance and Administrative Services. The compliance to conduct business in the state shall include but may not be limited to:

5.15.1 Registration of business name (if applicable) Certificate of authority to transact business/ certificate of good standing (if applicable) Taxes (e.g., city/county/ state/federal) State and local certifications (e.g., professions/occupations/activities) Licenses and permits (e.g., city/county license, sales permits) Insurance (e.g., worker's compensation/unemployment compensation)

5.16 Debarment - The contractor certifies, by signing this agreement and Exhibit A, 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. The contractor further agrees that it will 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 of Labor.

Exhibit A must be completed and returned with this agreement.

- 5.17 **Non-Discrimination and ADA:** The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));

- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

5.18 Filing and Payment of Taxes - Executive Order 03-27: In accordance with House Bill 600, the Department of Social Services is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provides in RSMo 144. Additional information regarding House Bill 600 is available on the Department of Revenue’s website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

5.19 Contractor’s who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the contractor or any owner of the contractor’s organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General Assembly member or statewide elected official:
Leslie Schneider, Administrative Judge of Family Court

Name of state agency where employed: 13th Judicial Circuit

Percentage of ownership interest in contractor’s organization held by state employee, General Assembly member or statewide elected official: 0 %

5.20 Business Associate Provisions:

5.20.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.

- 3) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 5) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 7) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

- b. The contractor agrees that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

5.20.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

5.20.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions

of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

5.20.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.


5.20.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

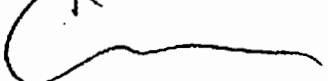
5.20.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

CONTRACTORS IDENTIFYING INFORMATION (Please print or type all requested information)			
Name of Organization 13th Judicial Circuit Court - Juvenile Division			
Mailing Address 705 East Walnut Street			
City, State, Zip Code Columbia, MO 65201			
Contact Person and Title Leslie Schneider Administrative Judge of Family Court		E-Mail Address leslie.schneider@courts.mo.gov	
Telephone Number (573) 886-4050	Fax Number (573) 886-4070	Taxpayer ID Number (TIN) 43-6000349	Taxpayer ID Type <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN

The parties hereto have signed this Agreement on the date indicated.


Contractor

6-30-11
Date


Authorized Representative
Division of Youth Services

7-12-2011
Date


Authorized Representative
Department of Social Services

7/14/11
Date

EXHIBIT A

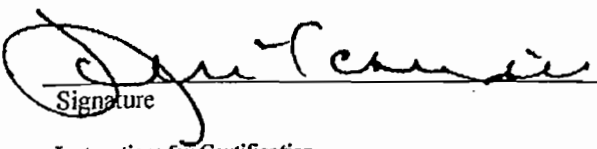
**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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.

Name and Title of Authorized Representative


Signature

6-30-11
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds 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 DOL.
6. The prospective recipient of Federal assistance funds 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," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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 DOL may pursue available remedies, including suspension and/or debarment.

**STATE OF MISSOURI
DEPARTMENT OF SOCIAL SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
 - b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
 - c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
 - d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the DSS improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Revised 01/10/11

FY 2011
Budget Amendments/Revisions
Judicial Grants & Contracts (1243)

BR #	Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
11003	1	1/11/2011	1243	3411	Judicial Grants	Federal Grant Reimbursement	28,605			
				10100	Judicial Grants	Salary	22,305			
				10200	Judicial Grants	FICA	1,706			
				10300	Judicial Grants	Health Insurance	3,167			
				10350	Judicial Grants	Life Insurance	35			
				10375	Judicial Grants	Dental Insurance	237			
				10325	Judicial Grants	Disability Insurance	83			
				10400	Judicial Grants	Workers Comp	812			
				10500	Judicial Grants	401A Match	260			
				3411	Judicial Grants	Federal Grant Reimbursement	50,132			
				37220	Judicial Grants	Travel to Training	89			
				37230	Judicial Grants	Meals/Lodging	183			
				71100	Judicial Grants	Outside Services	49,860			
11026	2	5/5/2011	1243	92300	Judicial Grants	Replacement Machine & Equipment	320		roll unspent 2010 budget for late invoice for Equipment Assistance Grant	
3		5/4/2011	1243	3451	Judicial Grants	State Grant Reimbursement	9,720			
				71101	Judicial Grants	Professional Services	9,720		additional funding for DRRF-Contact for Kids 7/1/10-6/30/11	
11053	4	6/20/2011	1243	71101	Judicial Grants	Professional Services	1,000	1,000	Re-classify funds to cover the purchase of gift cards.	
				23027	Judicial Grants	Incentive Supplies	1,000		Mo Dept of Public Safety approved incentive program.	
11052	5	6/20/2011	1243	3411	Judicial Grants	Federal Reimbursement	3,261			
				37220	Judicial Grants	Travel	6			
				37230	Judicial Grants	Meals & Lodging	324			
				71101	Judicial Grants	Professional Services	2,931			
6		8/10/2011	1243	3451	Judicial Grants	State Reimb -Grant	4,350			
				71101	Judicial Grants	Professional Services	4,350		Roll unspent 2010 Title II -JDAI grant fund to 2011	
7		8/12/2011	1243	3451	Judicial Grants	State Reimbursement	40,498			
				10100	Judicial Grants	Salaries/Wages	31,720			
				10200	Judicial Grants	FICA	2,427			
				10300	Judicial Grants	Health Insurance	4,750			
				10325	Judicial Grants	Disability Insurance	117			
				10350	Judicial Grants	Life Insurance	53			
				10375	Judicial Grants	Dental Insurance	356			
				10400	Judicial Grants	Workers Comp	1,075			