

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 22nd day of March 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the Homemaker & Personal Care Services Agreements with terms as outlined between Boone County and the following agencies: Curators of the University of Missouri d/b/a University Nurses Senior Care and American HomeCare Management Corporation. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 22nd day of March, 2001.


Don Stämper
Presiding Commissioner

ATTEST:


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

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

THIS AGREEMENT is entered into between the County of Boone, Missouri hereinafter referred to as the "County" and American HomeCare Management Corporation, hereinafter referred to as the "Provider".

WHEREAS, the County is desirous of providing homemaker/personal care and respite care services as stated in the application received by the Office of Community Services which is hereby incorporated by reference as fully as if herein set forth.

The County and Provider agree:

1. Services purchased under this Agreement shall be provided outside the City limits of Columbia in Boone County, Missouri for persons who meet the eligibility requirements established by the County.
2. Services specified in this Agreement shall be purchased from the contracting home health agency of the client's choice, using the fixed rate amount designated herein. No specific dollar allocation shall be made to any agency.
3. Provider agrees and understands that refusal to deliver services to any client authorized by the County may constitute a breach of this Agreement unless prior approval has been obtained from the County.
4. Provider shall conform at all times to State Licensing Rules for Home Health agencies and/or Division of Aging Standards for Homemaker/Personal Care and Respite Care Services.
5. Provider shall keep and maintain authorization documents, record of payments received from the County, and complete records to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) calendar years following expiration of this Agreement.
6. All such records and documents pertinent to this Agreement shall be subject at all times to inspection, review, or audit by County personnel and other personnel duly authorized by the County.
7. If Provider is terminated from service with the County or goes out of business, all applicable records or copies thereof shall be furnished to the County at the time of termination or cessation of business.
8. County shall be permitted to conduct an on-site review of the program operated by the Provider, at a time mutually agreed upon by both parties.
9. Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the County harmless from all claims, suits, judgements or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement.
10. Provider shall not assign the responsibility of this Agreement to another party without prior written approval of the County.
11. Payment shall be made only for those services specified in this Agreement as authorized by the County. Said authorization shall be furnished to the Provider in writing by the Division of Aging and shall include the name of the Provider, the period of authorization, the type of service, the level of service, and the client to be served.
12. The rate of reimbursement for the period January 1, 2001 through December 31, 2001 is \$13.46 per unit of service for homemaker/personal care services and \$11.60 per unit of service for respite care services. A unit of service is one hour.
13. The County shall pay the provider on the basis of monthly invoices, which shall be submitted to the Office of Community Services within fifteen days following the last day of each billing period on forms provided by the County for this purpose. Any invoices submitted after the fifteen-day time period will be held over until the next month's billing cycle.

14. Supplemental invoices will be accepted for payment within 60 days of service delivery. Any supplemental invoices submitted later than 60 days after service delivery will not be reimbursed.
15. The Provider must submit the final invoice for reimbursement to the County no more than fifteen (15) days after the contract ends or is terminated.
16. This Agreement shall begin January 1, 2001 or the date on which the Agreement has been signed by both parties, whichever is later, and shall end on December 31, 2001.
17. Provider agrees that the County may at its sole option and with agreement of the Provider renew this Agreement for two consecutive one-year terms. Additionally, Provider agrees and understands that the County may require supplemental information to be submitted by Provider prior to any renewal of this Agreement.
18. This Agreement may be terminated by either party upon thirty (30) days notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
19. It is further understood and agreed that either party at any time may, with cause related to adequacy of performance, terminate this contract immediately by written notice.
20. If this Agreement is terminated for any reason, the obligation of the County shall be limited to payment for services provided in accordance with the Agreement prior to the date of termination.

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

BOONE COUNTY, MISSOURI

PROVIDER:

BY: *Amy Campbell*

TITLE: *President*

DATE: *3-26-01*

Alm Stamps
Presiding Commissioner

CERTIFICATION:

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

1420-86621

Term & Supply - No Encumbrance Required
County ~~Clerk~~ Auditor

ATTEST:

Wendy S. Noren
County Clerk BW

APPROVED AS TO FORM:

John Patton
John Patton, County Counselor



CITY OF COLUMBIA, MISSOURI

OFFICE OF COMMUNITY SERVICES

To: Honorable Member of the Boone County Commission

From: Phil Steinhaus, Manager 

Date: March 1, 2001

RE: Homemaker/Personal Care and Respite Care Vendor Contracts for Approval

For FY2001 the County of Boone has appropriated \$16,500 for homemaker/personal care and respite care services for the elderly and disabled in our community. The Office of Community Services administers these funds in cooperation with the Division of Aging.

These funds provide supplemental services to the elderly and disabled that enable them to remain living in their own homes rather than in a more institutional setting. Services are authorized by the Division of Aging and provided by contracted home health care vendors. Reimbursement rates are \$11.94/hour for homemaker/personal care services and \$10.08/hour for respite care services. No specific dollar amount is tied to this contract.

Currently Boone County has vendor contracts with five home health care providers: Help At Home, HomeCare of Mid-Missouri, Northeast Community Action Corporation, Pyramid Group, and Visiting Nurses Alliance. Companion Care, a previous vendor with the city, ceased operations at the end of February 2001. *University Nurses Senior Care & American HomeCare Management Corp.*

Due to the demand for these services and a shortage of home health workers, these providers can not always meet the need for homemaker/personal care services. Therefore, the Office of Community Services is recommending the addition of two new vendors, University Nurses Senior Care and American HomeCare Management Corporation to Boone County's vendor contract system.

Both agencies have submitted significant documentation of their ability to deliver services and are currently state licensed to provide these services. They have offices located in Columbia.

These vendor contracts are written for a one year term with the option of two one-year extensions at the sole discretion of the Boone County Commission.

SUGGESTED COUNTY COMMISSION ACTION

Approve vendor contracts with University Nurses Senior Care and American HomeCare Management Corporation to provide homemaker/personal care and respite care services as authorized by the Office of Community Services and the Division of Aging.



Thank you for your cooperation and assistance. If you have questions about this notice, please feel free to contact Randy Walton, In-Home Services Monitoring Unit, at 573/526-8531. As always, if you have questions or concerns about your agency's operations or program requirements, please do not hesitate to contact DMS Provider Education Unit at 573-751-6683 or Carol Thoenen, Monitoring Unit Supervisor, at 573/526-8545.

Sincerely,



Anne S. Deaton
Deputy Director
Home & Community Services

ASD/rw

Enclosure

C: Randy Walton
David Morgan
Maggie Heisler
Gail Doss
Contract File
Jim Cook
DMS/SUR/s



CITY OF COLUMBIA, MISSOURI

RECEIVED

MAR 17 2001

Boone County Commission
OFFICE OF COMMUNITY SERVICES

To: Cathy Richards, Office of the Boone County Commission

From: Phil Steinhaus, Manager

A handwritten signature in dark ink, appearing to read 'P. Steinhaus'.

Date: March 1, 2001

RE: Vendor Contracts for Approval by the Boone County Commission

Enclosed is a memo to the Boone County Commission requesting the approval of two new vendor contracts for homemaker/personal care and respite care services. Can you see that the contracts are prepared and submitted along with the enclosed memo to the Boone County Commission for their approval?

Also enclosed are the application packets for both organizations.

Please contact me if you have any questions or need further information. Thank you.

enclosures





MEL CARNAHAN
GOVERNOR

MISSOURI
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF AGING
P.O. BOX 1337
JEFFERSON CITY
65102-1337
TELEPHONE: 573-751-3082

RELAY MISSOURI
for hearing and speech impaired
TEXT TELEPHONE
1-800-735-2966
VOICE
1-800-735-2466

August 31, 2000

Larry Campbell
American Home Care Management Corp.
808 N. Bypass, P.O. Box 534
Kennett, MO 63857

Dear Mr. Campbell:

An on-site monitoring visit was completed on April 20, 2000, by the Division of Aging (DA) In-Home Services Monitoring Unit. The purpose of the monitoring visit was to determine whether or not American Home Care is operating in compliance with the regulatory standards and contractual requirements of the DA Social Services Block Grant (SSBG) and Title XIX Medicaid In-home Services programs. On April 20, 2000, Randy Walton of the Monitoring Unit discussed the results of our findings with your staff during an on-site exit conference.

As a result of our review, the division determined that your agency had successfully complied with the regulations and was operating in compliance with the overall program requirements. Based on the worksheet completed by the Monitoring Unit staff, American Home Care Management Corp. was found to have a paperwork compliance score of 97.0%. A detailed finding of the monitoring visit has been set forth in the enclosed report. This concludes our monitoring visit which began April 20, 2000.

A copy of this notice will be forwarded to the Division of Medical Services (DMS), the state agency responsible for administration of the Missouri Title XIX Medicaid Program. Although the division has recommended that DMS accept our findings, DMS may elect to perform a review of its own.

Thank you for your cooperation and assistance. If you have questions about this notice, please feel free to contact Randy Walton, In-Home Services Monitoring Unit, at 573/526-8531. As always, if you have questions or concerns about your agency's operations or program requirements, please do not hesitate to contact DMS Provider Education Unit at 573-751-6683 or Carol Thoenen, Monitoring Unit Supervisor, at 573/526-8545.

Sincerely,



Anne S. Deaton
Deputy Director
Home & Community Services

ASD/rw

Enclosure

C: Randy Walton
David Morgan
Maggie Heisler
Gail Doss
Contract File
Jim Cook
DMS/SUR/s

MONITORING SUMMARY REPORT

PROVIDER NAME: American Home Care

PROVIDER#: _____ DATE: 4/19-20/00

Form	Section Reviewed	Total Points	Total Pts. Possible	Proficiency Percentage
I.	Supervisor/Nurses	86	86	100.0%
II.	Worker Files	305	305	100.0%
III.	Service Delivery	324	343	94.5%
IV.	Service Initiation	10	11	90.9%
V.	RN 10% Visits	50	50	100.0%
VI.	APC Monthly Visits	28	33	84.8%
VII.	Nurse/APC Respite	—	—	
	Grand Total	803	828	97.0%

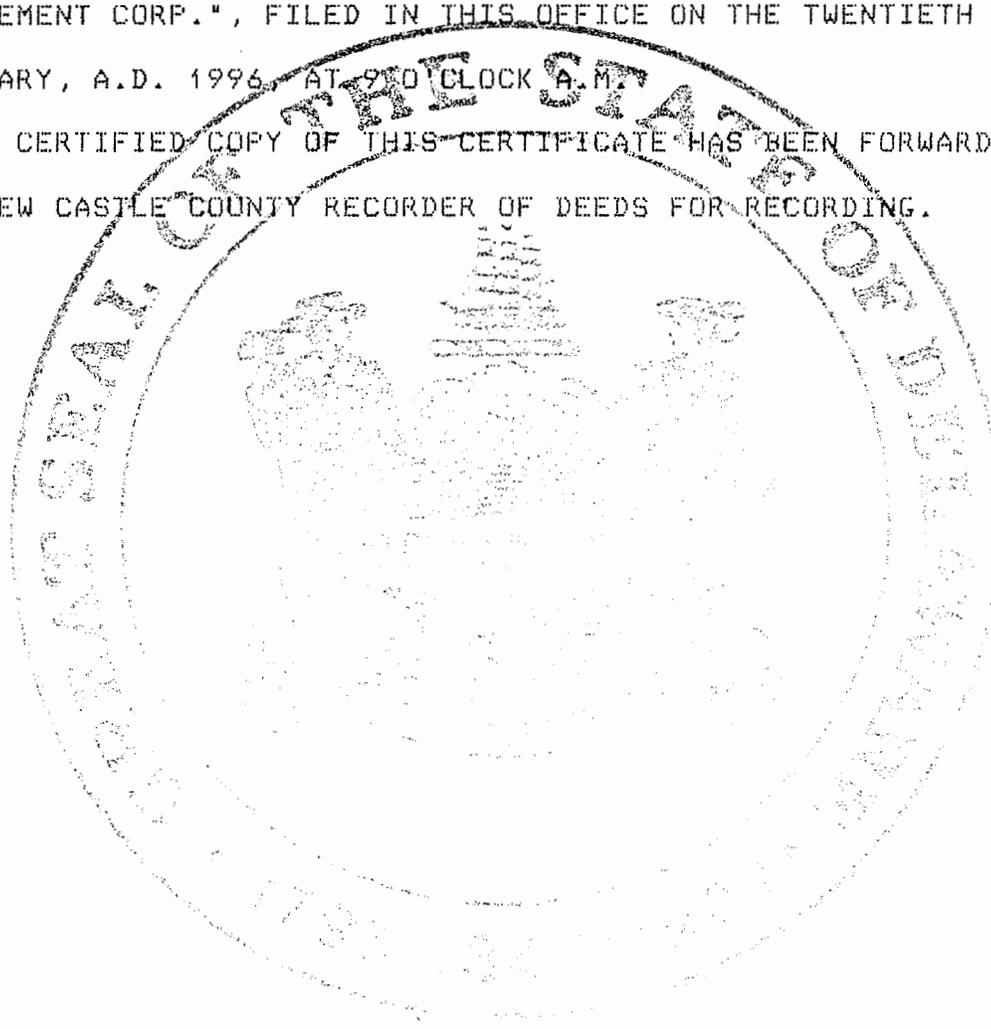
SERVICE DELIVERY RATE	
	AUTHORIZED UNITS
	DELIVERED UNITS
	CREDITED UNITS
	SERVICE DELIVERY RATE

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "AMERICAN HOMECARE MANAGEMENT CORP.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 1996, AT 9:00 CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State
7832567

AUTHENTICATION: 02-20-96

DATE:



2594201 8100

960047641

CERTIFICATE OF INCORPORATION

OF

AMERICAN HOMECARE MANAGEMENT CORP.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the provisions of the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The name of the corporation ("CORPORATION") is:

AMERICAN HOMECARE MANAGEMENT CORP.

SECOND: The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, Wilmington, New Castle County;

; and the name of the registered agent of the Corporation in the State of Delaware at such address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1000 shares of Common Stock of the par value of \$.01 per share.

FIFTH: The name and address of the incorporator are as follows:

NAME	MAILING ADDRESS
Edward McNicholas	1983 Marcus Avenue Suite C-115, CB 7011 Lake Success, NY 11042

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

EIGHTH: For the management of the business and for the conduct of the affairs of the Corporation, it is further provided:

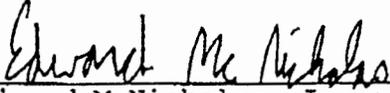
1. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the Board of Directors shall be fixed by, or in the manner provided in, the Bylaws. No election of directors need be by written ballot.
2. The Board of Directors is authorized to adopt, amend, or repeal the Bylaws of the Corporation except as and to the extent provided in the Bylaws.

NINTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

TENTH: The Corporation shall, to the full extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as amended, from time to time, indemnify all persons whom it may indemnify pursuant thereto.

ELEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by law.

IN WITNESS WHEREOF, I hereunto sign my name and affirm that the statements made herein are true under the penalties of perjury, this 20th day of February, 1996.



Edward McNicholas, Incorporator

No. 00376801

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

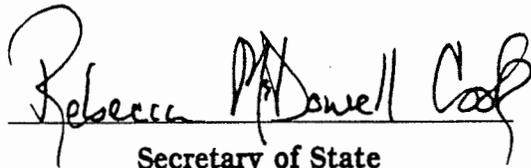
CERTIFICATE OF CORPORATE GOOD STANDING

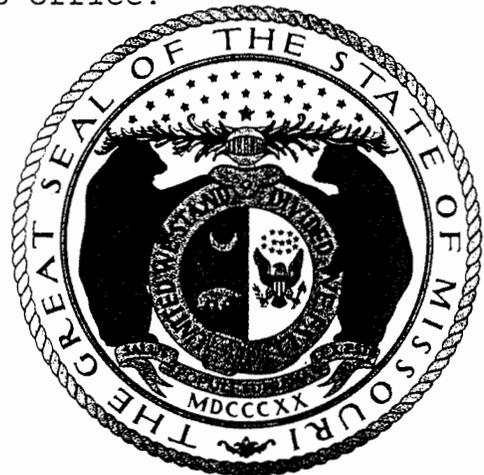
I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

AMERICAN HOMECARE MANAGEMENT, INCORPORATED

was incorporated under the laws of this State on the 10th day of FEBRUARY, 1993, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 9th day of FEBRUARY, 2000.


Secretary of State



REBECCA McDOWELL COOK, Secretary Of State
2000 ANNUAL REGISTRATION REPORT
(Business)

CHECK # _____
 AMOUNT: _____

THIS REPORT IS DUE BY: 04/15/00

00376801
 AMERICAN HOMECARE MANAGEMENT, INCORPORATED
 % LARRY V. CAMPBELL
 808 NORTH BY-PASS
 KENNETT MO 63857

1	OUR RECORDS SHOW YOUR FISCAL TAX YEAR AS:	
	BEG. MONTH	END MONTH
	01/01	12/31
1	INDICATE IF YOUR FISCAL TAX YEAR HAS CHANGED:	
	BEG. MONTH	END MONTH

IMPORTANT NOTE: TO CHANGE REGISTERED AGENT OR OFFICE SHOWN DIRECTLY ABOVE, REQUEST FORM #59 FROM THE SECRETARY OF STATE. CHANGES MADE TO THIS FORM ARE NOT EFFECTIVE TO CHANGE THE REGISTERED AGENT OR OFFICE.

2	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:	808 North By-Pass	
		STREET	63857
		CITY/STATE	ZIP

3	NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) OF OFFICERS: (MUST HAVE A PRESIDENT AND A SECRETARY; WILL ASSUME PRESIDENT IS ALSO SECRETARY, IF SECRETARY IS NOT LISTED.)		NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) OF BOARD OF DIRECTORS. (MUST HAVE ONE DIRECTOR. IF NOT LISTED, WILL ASSUME DIRECTORS ARE THE SAME AS OFFICERS.)	
	PRES	Larry Campbell	NAME	
	STREET/RT.	P. O. Box 651	STREET/RT.	
	CITY/STATE/ZIP	Kennett, MO 63857	CITY/STATE/ZIP	
	V-PRES	Ronald C. Barnes	NAME	
	STREET/RT.	750 W. Route K	STREET/RT.	
	CITY/STATE/ZIP	Columbia, MO 65203	CITY/STATE/ZIP	
	SECY	Debra F. Campbell	NAME	
	STREET/RT.	P. O. Box 651	STREET/RT.	
	CITY/STATE/ZIP	Kennett, MO 63857	CITY/STATE/ZIP	
TREAS.	Debra F. Campbell	NAME		
STREET/RT.	P. O. Box 651	STREET/RT.		
CITY/STATE/ZIP	Kennett, MO 63857	CITY/STATE/ZIP		
ATTACH NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS				

4	The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo 1986	
	OFFICER SIGN HERE	<i>Debra F. Campbell</i> Secretary/Treasurer
Original signature of officer listed above required. Photocopy or stamped signature not acceptable.		

5	ATTACHED IS THE REGISTRATION FEE OF:	00376801
	<input checked="" type="checkbox"/> \$45.00 If filed on or before due date	99 0210993
	<input type="checkbox"/> \$60.00 If within 30 days after due date	AG 0413998
	<input type="checkbox"/> \$75.00 If within 60 days after due date	AG 0218999
	<input type="checkbox"/> \$90.00 If within 90 days after due date	
Corporation will be administratively dissolved if report is not filed.		



CORPORATE E-MAIL ADDRESS (optional) _____

**COMPLETE THE BOXES OR FORM WILL BE RETURNED
 RETURN AND MAKE CHECK PAYABLE TO SECRETARY OF STATE**

P.O. BOX 1366, JEFFERSON CITY, MO 65102



IN-HOME ASSISTANCE CONTRACT APPLICATION

Office of Community Services, City of Columbia, Missouri
 13 North 8th Street, P.O. Box 66015, Columbia, MO 65205-6015
 Phone: (573) 874-7488 (v/tty) ♦ Fax: (573) 874-7681 ♦ E-Mail: pas@ci.columbia.mo.us



INSTRUCTIONS: Please print in black ink or type.

A. FULL LEGAL NAME OF AGENCY

Name: American HomeCare Management

Street Address: 201 W. Bradley Ste C City: Columbia State: MO Zip: 65203

Mailing Address: 201 W. Broadway Ste C Bldg City: Columbia State: MO Zip: 65203

Phone: (573) 874-9099 Fax: (573) 874-9510

B. CHIEF EXECUTIVE OFFICER

Name/Title: Larry V. Campbell Phone: (573) 888-0339

C. LEGAL STATUS: (Please check one item in each category)

1. Proprietary or Not-For-Profit (501 C. 3 Tax Status)

2. Incorporated or Unincorporated

D. CONTACT PERSON (Please list the agency representative responsible for contract compliance.)

Name/Title: Larry V. Campbell Phone: (573) 888-0339

E. CHECKS SHOULD BE MADE PAYABLE TO:

1. Same as legal name and address of agency.

2. Name and address listed below:

Name: American HomeCare Management

Mailing Address: P.O. Box 534 808 NBypass City: Kennett State: MO Zip: 63857

F. LICENSING, CERTIFICATION AND STATE CONTRACTS: (Please attach the following:)

1. Copy of State license and certification.

2. Documentation of Title XX (SSBG) contract.

3. Copy of most recent SSBG monitoring report.

4. Copy of agency's Certificate of Incorporation.

5. Completed W-9 form. (Blank copy enclosed for completion.)

6. List of current Board of Directors including current officers and their addresses. (Write N/A is not applicable.)

G. HOW LONG HAS YOUR AGENCY SERVED THE COLUMBIA/BOONE COUNTY COMMUNITY?

____ Years 1 Months

H. CURRENT CASELOAD: *(Please give an approximate number.)*

1. 300 Number of hours of service provided per month to authorized clients.
2. 7 Number of authorized clients served per month.
3. 3 Number of Homemaker/Personal Care Assistants employed by agency to provide direct services.

I. PLEASE LIST ANY SPECIALIZED SERVICES OFFERED TO HOMEMAKER/PERSONAL CARE AND RESPITE CARE CLIENTS:

G. THE PERSON SIGNING BELOW IS AUTHORIZED TO SUBMIT THIS APPLICATION ON BEHALF OF THE AGENCY:

The information contained in this application is correct to the best of my knowledge.

Signature: Fan Barnes Title: Vice President

Date: 2-28-01

Please remember to include the following attachments:

1. Copy of State license and certification.
2. Documentation of Title XX (SSBG) contract.
3. Copy of most recent SSBG monitoring report.
4. Copy of agency's Certificate of Incorporation.
5. Completed W-9 form. *(Blank copy enclosed for completion.)*
6. List of current Board of Directors including current officers and their addresses.

CONTRACT AMENDMENT

Contract #0001330

This agreement is entered into between the Department of Social Services/Division of Aging (hereinafter "Division") and American Homecare Management (hereinafter "Provider").

WHEREAS, the Division and the Provider entered into a contract relating to provision of in-home services effective July 1, 1999 and expiring June 30, 2000 (hereinafter, "the original contract"); and

WHEREAS, the Division and the Provider executed a Contract Amendment extending the contract through December 31, 2000; and

WHEREAS, the Division and the Provider do hereby incorporate into this document as fully rewritten all of the terms and conditions of the original contract and the aforementioned contract amendment, except that paragraph 17 is amended as reflected herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Division and the Provider agree:

The original contract is hereby extended effective January 1, 2001 through June 30, 2001.

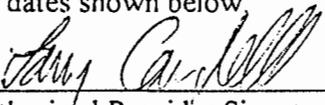
Paragraph 17 is amended to read as follows:

B. All employees shall consent to and the Provider shall request a preemployment criminal record check from the Missouri Highway Patrol. The Provider's request for a criminal record check shall be sent to the Missouri Highway Patrol before the employee performs any services for the Division's clients under this contract and within 48 hours of hiring the employee. An employee may perform direct client services before the results of the criminal record check are received so long as the employee stated on his/her employment application that he/she has no

criminal convictions that would disqualify him/her from direct care work pursuant to this contract and statute. The Provider may perform criminal record screenings by utilizing a private employment, recruitment or screening service as an alternative, but the screenings so conducted must meet the same standard(s) in terms of the criminal conviction screening as required in this provision of the contract.”

The parties have entered into this Contract Amendment as reflected by their signatures on

the dates shown below


Authorized Provider Signature

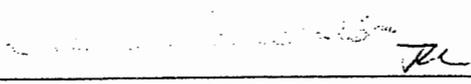
Larry Campbell
Typed or Printed Name of Person Signing
For Provider

President & CEO
Title of Provider's Signatory

Date: 12-5-00


Richard C. Dunn, Director
Division of Aging

Date: Dec 15, 2000


Director, Dept. Of Social Services

Date: 12/20/00

Division of Purchasing

Contract No. ER0104

Division of Aging

Provider No. 0001330

This contract made by and between the Department of Social Services, Division of Aging (hereinafter referred to as "Division") and American Home Care Management Corporation (hereafter referred to as "Provider"), shall be as follows:

Paragraph 1: This contract shall become effective on the date executed by the Division and continue in effect until June 30, 1996.

Paragraph 2: Provider agrees to perform all services under this contract in compliance with this contract and in compliance with all applicable state and federal regulations lawfully promulgated by the Division or by any federal agency, including any and all amendments to said regulations that may occur during the term of the contract as well as all Title XIX and Social Service Block Grant manuals and bulletins subsequently issued by the Division or by the Division of Medical Services. The Division understands that the Provider may from time to time subcontract with other companies or agencies for personnel to deliver services to certain of Division's clients and/or to the Division's clients in certain areas in order to maintain consistent service delivery overall. In the event that such subcontracting is entered into by the Provider, the Provider agrees and promises that services delivered under the subcontract will fully meet the same standards as those delivered directly by the Provider. In the event that the Provider elects to subcontract with another company or agency for a substantial portion of the Provider's overall services performed under this contract, such a subcontracting arrangement shall not be allowed under this contract without the prior written approval of the Division.

Paragraph 3: Effective as of July 1, 1995, the rate of reimbursement per unit of service under this contract shall be \$14.61 for advanced personal care, \$10.36 for personal care and homemaker services, \$25.00 for R.N. visits and \$7.36 for respite care services.

Paragraph 4: The Provider agrees to participate in and be bound by the Division's co-payment schedule.

Paragraph 5: The Provider shall provide the services under this contract as finally awarded at the locations and to the residents of the geographic areas identified in "Exhibit D" as modified by the contract award. Additionally, the Provider shall provide the optional homemaker services as identified in "Exhibit E".

Paragraph 6: This contract shall be subject to modification and supplementation only upon the written agreement by and between the duly authorized representatives of the Provider and the Division. Any such modification or supplementation shall be accomplished by a formal, written amendment entitled as a "Contract Amendment" and signed by the original parties

hereto. Except for the addition or deletion of a county(ies) for service delivery, the Provider expressly understands and agrees that no other method and no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as a modification or supplementation to this contract. The Provider further understands and agrees that only services in the counties listed in the final contract award will be authorized or reimbursed by the Division and that the Division may, upon thirty (30) days written notice to Provider, delete any county from the Provider's authorized service delivery area without cause. The Provider agrees to notify the Deputy Director of Alternative Services of the Division at least thirty (30) days prior to cessation of service delivery in any county awarded under this contract.

Paragraph 7: Use or disclosure of information about applicants or clients is prohibited except as permitted under Sections 208.120; 210.150; 660.320 RSMo. and 45 CFR Sections 74.20 to 74.25.

Paragraph 8: The Provider shall not assign any interest in this contract and shall not transfer any interest whatsoever in this contract without the prior written consent of the Division. The Provider shall make full, complete and accurate disclosure of its business organization in order to be eligible for a final award of this contract. The Provider further promises and agrees to notify the Division in writing within ten (10) days of a change of ownership of the Provider. For the purpose of this requirement, a change of ownership shall be defined as:

A. In the case of a partnership, a deletion, substitution or addition of a general partner; or

B. In the case of a proprietary corporation, the sale of stock to an individual, corporation or any business entity such that the buying person or entity acquires ownership of five (5) per cent or more of the outstanding stock shares, or the sale of the majority of corporate assets to any party; or

C. In the case of a sole proprietorship, the sale or transfer of any part of the Provider entity to any other person or business entity equal to or exceeding five (5) per cent of the Provider business; or

D. In the case of a limited liability company the deletion, substitution or addition of any investing person or business entity by sale, lease or transfer of any kind.

The Provider agrees and understands that upon receiving notice of a change of ownership, the Division may, at its sole discretion, rescind this contract upon thirty days written notice or tender a contract amendment to the Provider approving the change of ownership.

Paragraph 9: The Provider agrees and understands that this contract shall constitute an assignment by the Provider to the State of Missouri of all rights, title and interest in and to

all causes of action that the Provider may have under 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 services purchased or procured by the Provider in the fulfillment of this contract with the Division. The Provider will be responsible for notifying the Division of any potential antitrust violations.

Paragraph 10: No official or employee of the Division and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services covered by this contract shall be allowed by the Provider to acquire any interest, pecuniary or otherwise, in this contract and the establishment with or transfer of such interest to such an official or state employee shall constitute a material breach of this contract.

Paragraph 11: The Provider warrants that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Provider further warrants that no person having any such interest shall be employed or conveyed an interest, directly or indirectly, in this contract. Additionally, the Provider agrees to report any such conflict of interest to the Division and warrants that none now exists.

Paragraph 12: The Provider represents itself to be an independent contractor offering such services to the general public and shall not represent its employees to be employees of the State of Missouri. Therefore, the Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Paragraph 13: Upon the initiation of any bankruptcy proceedings under the United States Bankruptcy laws or insolvency or receivership proceedings, by or against the Provider, the Division reserves the right, at its sole discretion, to either cancel this contract or affirm the contract and to hold the Provider responsible for damages to the Division or its clients. The Provider shall, upon request of the Division, have submitted to the Division by a certified public accountant, licensed and in good standing by the Missouri State Board of Accountancy, an audit meeting the requirements of the Single Audit Act of 1984 as amended and in accordance with the implementing regulations found within the Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, or Circular A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions, whichever is applicable based upon the Provider's organizational structure. Said audits must be performed for the most recent full fiscal year ending during the term of this contract. The audits shall be delivered

to the Division no later than one hundred twenty (120) calendar days following the close of the Provider's fiscal year. Further, should this contract be terminated prior to year end by either party, the Provider shall be responsible for providing an audit, if requested, for the period of time not covered by the most recently completed audit and said audit must be provided to the Division no later than one hundred twenty (120) days following termination of this contract. The Provider shall require the audit firm to immediately notify the Division upon any indication of defalcation, fraud, abuse, illegal acts or other irregularities, including all questioned costs found as a result of these acts. The Provider shall require the audit firm to immediately notify the Division upon any indication of unauditible records and/or circumstances requiring audit adjustments. The Provider shall require and grant full access to the Division of all work papers prepared by the auditor upon request. If requested by the Division, any or all subcontractors must also be audited in the same manner.

Paragraph 14: This contract shall be construed according to the laws of the State of Missouri. The Provider shall comply with all local, state and federal laws and regulations related to the performance of this contract.

Paragraph 15: Any payment due the Provider shall be made by the Division on behalf of an eligible client as an act of indirect or third party reimbursement. The Provider shall, within ten (10) days following the last day of each month, submit an invoice to the Division on forms approved by the Division for the services delivered to authorized clients by the Provider during each month. Payment will be made only if invoices are received by the Division within ninety (90) days following the end of each month in which services were delivered, provided, however, all invoices must be received within seventeen (17) days after the expiration of the contract. Payment to the Provider will be made to the address specified in this contract unless Provider has specified a different address in writing, or unless a court of law has ordered otherwise. The Provider further agrees and understands that the Division may not pay for services under this contract except out of funds appropriated for the fiscal year covered by effective dates of the contract, and that the Provider is not entitled to payment for that reason if invoices are submitted more than seventeen (17) days after the expiration date of this contract.

Paragraph 16: The Provider agrees that funds expended for purposes of this contract must be made available by the U. S. Department of Health and Human Services and appropriated by the Missouri General Assembly of the State of Missouri for the effective dates of this contract. Therefore, this contract shall automatically terminate without penalty or costs if such funds are not so appropriated. In the event that funds are not appropriated for this contract, the Provider shall not prohibit or otherwise limit the Division's right to pursue and contract for alternative solutions and remedies as deemed necessary for the conduct of state government

affairs. The requirements stated in this paragraph shall apply to any amendment or other execution of any option to extend this contract.

Paragraph 17: The Provider agrees and understands that the Division's agreement to this contract is predicated on the utilization of the specific individual(s) and/or personal qualifications as identified and/or described by the Provider on "Exhibit F". Therefore, the Provider agrees to immediately notify the Division in writing addressed to the Deputy Director of Alternative Services, Division of Aging, whenever a substitution of such specific individuals has occurred. The Provider further agrees that any substitution made relevant to this provision must be approved in writing by the Division. The requirements stated in this paragraph shall apply only to those persons considered to be in administrative or management level positions and identified in "Exhibit F".

Paragraph 18: The Provider further understands, agrees and promises to employ a direct care work force whose backgrounds have been screened for criminal convictions. At a minimum, no personnel who perform any direct care services shall have any felony criminal convictions wherein the offense occurred five (5) years or less immediately prior to employment if such convictions involved theft, theft by deceit, fraud, forgery or stealing or any felony involving violence or for any crime of a sexual nature. The Provider therefore agrees to adopt, implement and enforce the following policies in recruiting, hiring and employing direct care workers:

A. All employees who provide direct care or who may provide direct care shall complete an employment application prior to performing any direct care services which contains a question requiring disclosure of all criminal convictions except minor traffic offenses.

B. All employees shall consent to and the Provider shall request a pre-employment criminal record check from the Missouri Highway Patrol. The Provider's request for a criminal record check shall be sent to the Missouri Highway Patrol before the employee performs any services for the Division's clients under this contract, but such persons may perform direct client services prior to the results of the criminal record check being received by the Provider so long as they have stated on the employment application that they have no criminal convictions that would disqualify them from direct care work under this contract. The Provider may perform criminal record screenings by employing a private employment, recruitment or screening service as an alternative, but the screenings so conducted must meet the same standard(s) in terms of the criminal conviction screening as required in this provision of the contract.

C. No direct care personnel shall be employed who are at the time of their employment listed on the Employment Disqualification List maintained by the Division pursuant

to Chapter 660 RSMo., and the Provider agrees to verify that all direct care staff are not so listed at any time during their employment.

In the event that the Provider decides to employ any direct care worker whose criminal record of convictions violates this provision, the Provider promises, agrees and understands that such a worker may not provide any services to a Division client and in the event such a worker does provide services under this contract it shall constitute a material breach thereof. Payment for any services provided in breach of this provision shall not be made by the Division and any payment for services performed in violation of this provision shall be repaid to the Division by the Provider.

Paragraph 19: This contract between the Division and the Provider shall incorporate by reference the proposal packet for enrollment in the in-home services program submitted by the Provider. Should discrepancies exist between the proposal packet information and the provisions of this contract, the terms of the contract shall govern in all instances. The Division reserves the right to clarify any contractual relationship in writing with concurrence of the Provider, and such written clarification shall govern in case of conflict. In all other matters not affected by the written clarification, if any, this contract shall govern.

Paragraph 20: The Division may cancel this contract at any time for nonfeasance, misfeasance or malfeasance of contractual obligations by providing the Provider with a written notice of such cancellation. Should the Division exercise its right to cancel this contract for such reasons, the cancellation shall become effective on the date as specified in the "Notice of Cancellation" sent to the Provider. Cancellation or termination of this contract shall not be deemed a breach of contract, and no liability will accrue therefore. Additionally, the Provider agrees, understands and acknowledges their understanding that the purpose and essence of this contract for the Division is the orderly, efficient and dependable delivery of services to a population of clients who are vulnerable and at risk. Therefore, the Provider agrees and understands that the Division reserves the right to unilaterally, but upon written notice, invoke the following changes in the contract when it has cause to do so. These changes may be invoked by the Division upon material breach or for any other cause when the performance of the Provider, though not rising to the level of a material breach, has impaired the essence of the Division's purpose in awarding this contract for services to clients. The Division may, after written notice to the Provider, invoke any one or more of the following changes as temporary or permanent sanctions of the Provider which, if invoked for reasonable cause, shall not constitute a breach of the contract by the Division:

A. Elimination of one or more counties from the Provider's authorized service area and the subsequent transfer of clients served in those county(ies) to other Providers; or

B Prospective cessation, temporarily or permanently, of referrals of new clients to the Provider, either for certain identified county(ies) in the Provider's authorized service area or for all counties served by the Provider; or

C. Elimination of a category of service previously authorized to the Provider, either prospectively for new clients or for all clients receiving that service category with the subsequent transfer of clients receiving that service category to other Providers; or

D. Providing notice to the Provider that participation in the in-home services program as a Provider from the date of the notice shall be considered probationary by the Division and that certain additional actions, remedial or otherwise, will be necessary to prevent cancellation of the contract by the Division; or

E. Demand that the Provider make certain assurances in lieu of cancellation of the contract, including but not limited to financial assurances to satisfy the Division that all danger of a sudden business failure and service disruption will be unlikely; or

F. Any similar remedies reasonably calculated to correct or prevent further impairment of the contract or delivery of services that are substandard, delivered in a substandard manner or delivered but not documented according to the requirements of this contract.

Paragraph 21: The Division reserves the right to terminate this contract at any time for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the Provider at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Provider under this contract shall, at the option of the Division, become the property of the State of Missouri. The Provider shall be entitled to receive compensation at the contract rate for that work completed prior to the effective date of termination.

Paragraph 22: The Provider shall be responsible for any and all injury or damage as a result of any of the services rendered to a client under the terms and conditions of this contract. In addition to the liability imposed upon the Provider on account of personal injury, bodily injury (including death) or property damage suffered as a result of the Provider's performance under this contract, the Provider assumes the obligation to hold the State of Missouri, including its agencies, employees and assigns from every expense, liability or payment arising out of such an event. The Provider also agrees to hold the State of Missouri harmless, including its agencies, employees and assigns, for any act or omission committed by a subcontractor or other person employed by or under the supervision of the Provider under the terms of this contract.

Paragraph 23: Any written notice to the Provider shall be deemed sufficient when deposited in the United States Mail, postage prepaid, and addressed to the Provider at its

address as listed in this contract, or at such address as the Provider may have requested in writing to be used for notice, or transmitted by telecopier to a number listed on Provider correspondence and/or hand carried and presented to an authorized employee of the Provider at its address as listed in this contract.

Paragraph 24: This contract shall not be deemed to have waived the sovereign immunity or governmental immunity established by Chapter 537 RSMo. (1994), provided, however, that Provider may institute a suit in an appropriate circuit court of this State having venue for the sole purpose of compelling payment by the Division for services performed under this contract.

Paragraph 25: In connection with performance of work under this contract, the Provider agrees to comply with the Fair Labor Standards Act as amended, the Fair Employment Practices Act, Titles VI and VII of the Civil Rights Act of 1991 as amended, the Americans with Disabilities Act of 1990 and all other applicable federal and state laws, regulations and executive orders.

Paragraph 26: the Provider shall report to the Elderly Abuse Hotline (1-800-392-0210) any instances of elderly abuse, neglect or exploitation pursuant to state law (Sections 660.250 through 660.320 RSMo. 1994) and to the Child Abuse/Neglect Hotline (1-800-392-3738) any instances of child abuse or neglect pursuant to state law (Sections 210.010 through 210.165 RSMo. 1994). Additionally, the Provider agrees to comply with Sections 198.070 and 198.090 RSMo. (1994).

Paragraph 27: The Provider shall keep and maintain adequate, legible, genuine and complete records to verify the delivery of services in accordance with the terms of this contract for a period of five (5) years following the contract's expiration. The Provider agrees to make all such records available to the Division, or its designated representatives, and to such federal and/or state agencies as may require such information. The Provider agrees that failure to comply with this provision shall be deemed a material breach of this contract and to repay to the Division all amounts received for any services which are not adequately verified and fully documented by the Provider's records. Adequate verification and full documentation shall mean that the Provider's records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to the records and that such an examination can readily determine that the Provider's services were provided including but not limited to the date, time, place, nature and by whom provided. The Provider further understands and agrees that upon failure to comply with the record-keeping provisions herein expressed, the Division may recover from the Provider ten per cent (10%) of all reimbursement paid hereunder as liquidated damages. The determination to accept liquidated damages shall be at the sole discretion of the Division.

Paragraph 28: The Provider may cancel this contract at any time within the effective dates by giving written notice to the Division at least thirty (30) days prior to the effective date such cancellation.

Paragraph 29: The Provider agrees and understands that refusal to deliver services to any client authorized by the Division may constitute a breach of the contract unless prior approval has been obtained from the Division.

Paragraph 30: The Provider agrees and understands that once a client has been accepted for delivery of services by the Provider either expressly or by actual delivery of services, the Provider may not cease delivery of services to that client unless done so in accordance with 13 CSR 15-7.020(6), 13 CSR 15-7.025(5), 13 CSR 15-7.030(8) and 13 CSR 15-7.035(4).

Paragraph 32: The Division reserves the right to extend this contract beyond its expiration date through the execution of a Contract Amendment. Additionally, the Provider agrees and understands that the Division may require supplemental information to be submitted by the Provider prior to any extension being granted.

Paragraph 33: The Provider agrees and understands the Division may impose sanctions under this contract for noncompliance with the in-home services standards as expressed in applicable regulations.

IN WITNESS hereof, the parties hereto execute this contract as indicated below:

Shirley F. Smith
Provider's Signature

Shirley F. Smith
Typed Name of Signatory

Director of Operations
Title

Date: June 14, 1996

James J. Jensen
Director, Division of Aging

6/8/96
Date

Henry H. Jensen
Director, Social Services

Date: 7-9-96

Provider's Complete Mailing Address:

American HomeCare Management, Corporation

P.O. Box 534, 808 N. By-Pass

Kennett, Mo. 63857

FROM : FAX NO. : Feb. 23 2001 03:16PM P3/4

Form **W-9**
(Rev. November 1999)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)
American Home Care Management Corp.

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
808 North Big-Pass

City, state, and ZIP code
Kennett, Mo 63857

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

1	1	1	3	3	1	0	6	0	9	5
---	---	---	---	---	---	---	---	---	---	---

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Debra F. Campbell Date 2-23-01

Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

American HomeCare Management Corp.
Ownership Listing
10/01/2000

Name	Address/Phone/Social Security #	Percentage of Ownership
Larry Campbell	P. O. Box 651 Kennett, MO 63857 573-888-0529 SS# 499-48-0802	51.00%
Ronald Barnes	221 W. Brandon Columbia, MO 65203 573-442-5926 SS# 339-36-0187	39.00%
Christine Cluck	1915 Greene 416 Road Marmaduke, AR 72443 870-597-2592 SS# 429-49-2446	5.00%
Diane O'Connell	1405 W. Washington Kennett, MO 63857 573-888-5872 SS# 318-62-1360	5.00%
		100.00%

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

March Session of the February Adjourned

Term. 20 01

County of Boone

In the County Commission of said county, on the

22nd

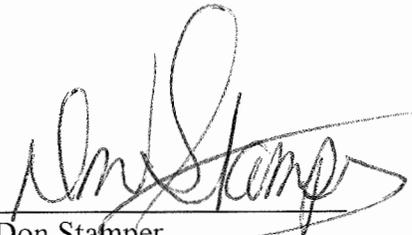
day of March

20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the Agreement between Boone County and the City of Columbia for Animal Control in the contract amount of \$122,187.00.

Done this 22nd day of March, 2001.



Don Stampler
Presiding Commissioner

ATTEST:



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

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

March Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the

22nd

day of March

20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the 2001 Road and Bridge Revenue Sharing funds to cities as follows:

City of Centralia	168,750
Centralia Special Road District	114,800
City of Hallsville	177,200
Village of Hartsburg	25,000
Town of McBaine	3,000
City of Rocheport	90,750
City of Sturgeon	19,481
TOTAL	598,981

Done this 22nd day of March, 2001.

Attest:


 WENDY S. NOREN
 Clerk of the County Commission


 DON STAMPER
 Presiding Commissioner


 KAREN M. MILLER
 District I Commissioner


 SKIP ELKIN
 District II Commissioner

**Boone County Public Works
Administration
2001 Proposed Budget Highlights
Account 2049**

Expenditures:

Administrative Services – transfer to General Fund \$150,000

	Revenue Sharing	Replacement Revenue *	Sub Total	% of Share
Ashland	0	19,641	\$ 19,641	0.97 %
Centralia	168,750	37,205	\$ 205,955	10.21 %
Centralia Special Road District	114,800	226,000	\$ 340,800	16.90 %
Columbia	0	1,117,523	\$ 1,117,523	55.42 %
Hallsville	177,200	7,472	\$ 184,672	9.16 %
Harrisburg	0	948	\$ 948	0.05 %
Hartsburg	25,000	800	\$ 25,800	1.28 %
McBaine	3,000	0	\$ 3,000	0.15 %
Rocheport	90,750	2,005	\$ 92,755	4.60 %
Sturgeon	19,481	6,019	<u>\$ 25,500</u>	1.26 %
	Sub Total	Expenditures:	\$ 2,016,594	100.00 %
		2049 Total	Expenditures	<u>\$ 2,174,981</u>

* Estimated rebates to cities @ 1.5 times what they would have received with a property tax revenue at the rate of \$ 0.29.

Boone County Revenue Sharing ~~Application~~ for year 2001

Public entities of Boone County may apply for funds, from the Capital Improvements Sales Tax passed by voters in 1997, to finance the repair or improvements of streets and bridges within their boundaries. Multiple forms can be submitted but not to exceed five (5).

Name of County Entity Hartsburg, Missouri

Name of street/s or bridge location 1) 1st/Bush Landing Road - to be widened and lines painted for pedestrian lanes. 2) 2nd Street Bridge - repair underside on East side.

Total estimated cost of repair/improvement \$35,000
(Include documentation regarding estimate)

Amount needed to complete project \$25,000

Other funding sources available Fuel Tax

Contact Person Ann Mericle or Carl Thomas

Address 115 W. Main P.O. Box 37
Hartsburg, MO 65039 Hartsburg, MO 65039

Phone number 573/657-1175 573/657 2729

IMPORTANT:

Please return to the Boone County Public Works Department - Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by July 30, 2000.

Do Not send or drop-off to any other office or location.

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend, the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Boone County, Missouri, and you waive any right to jurisdiction and venue in any other place.

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1-737 P 003/003 P-927

+573-642-0824

FILED-APAC COLUMBIA 04:02PM

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

March Session of the February Adjourned

Term. 20 01

County of Boone

In the County Commission of said county, on the

22nd

day of March

20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement for Road and Bridge Revenue Sharing funds to the City of Rocheport in the amount of \$90,750 and hereby authorize the Presiding Commissioner to sign on behalf of the County.

Done this 22nd day of March, 2001.

Attest:

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

Don Stamper
DON STAMPER
Presiding Commissioner

absent
KAREN M. MILLER
District I Commissioner

Skip Elkin
SKIP ELKIN
District II Commissioner

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement is made and entered into by and between Boone County Missouri, a first class noncharter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Rocheport, a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has funding available in its Road and Bridge tax fund to provide the various cities within Boone County with monies for the repair and improvement of roads, streets and bridges in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a grant application with the County for use of additional available road and bridge tax funding to fund one or more road improvement or repair projects as shown in its grant application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Ninety Thousand Seven Hundred Fifty Dollars (\$90,750.00) for use in the completion of the road improvement and/or repair project specified in the City's capital improvement grant application for the County fiscal

year in which this agreement is entered, said application being attached and incorporated herein by reference.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:

a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the grant application and for no other purposes.

b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.

c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.

d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.

e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.

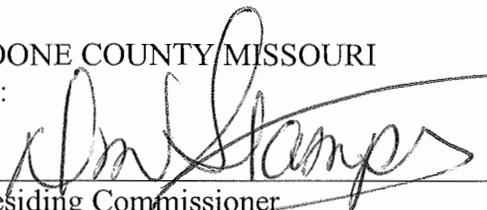
3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

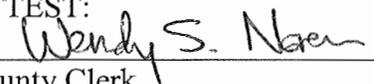
BOONE COUNTY MISSOURI

By:


Presiding Commissioner
Boone County Commission

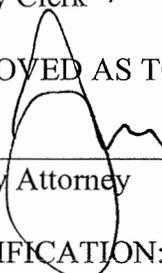
Date: 3-22-01

ATTEST:


County Clerk

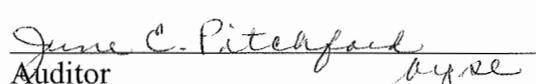
BW

APPROVED AS TO FORM:


County Attorney

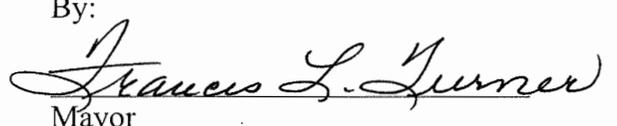
CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.


Auditor
2049-71450 + 90,750

City of Rocheport

By:

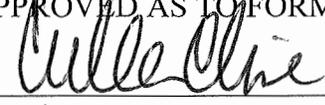

Mayor

Date: 3-5-01

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Date: 3/20/2001

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

March Session of the February Adjourned

Term. 20 01

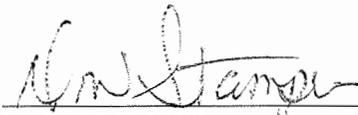
In the County Commission of said county, on the 22nd day of March 20 01

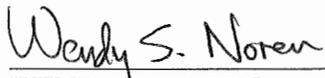
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement for Road and Bridge Revenue Sharing funds to the City of Hallsville in the amount of \$177,200 and hereby authorize the Presiding Commissioner to sign on behalf of the County.

Done this 22nd day of March, 2001.

Attest:


DON STAMPER
Presiding Commissioner


WENDY S. NOREN *BW*
Clerk of the County Commission

absent
KAREN M. MILLER
District I Commissioner


SKIP ELKIN
District II Commissioner

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement is made and entered into by and between Boone County Missouri, a first class noncharter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Hallsville, a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has funding available in its Road and Bridge tax fund to provide the various cities within Boone County with monies for the repair and improvement of roads, streets and bridges in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a grant application with the County for use of additional available road and bridge tax funding to fund one or more road improvement or repair projects as shown in its grant application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of One Hundred Seventy Seven Thousand Two Hundred Dollars (\$177,200.00) for use in the completion of the road improvement and/or repair project specified in the City's capital improvement grant application

for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:

a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the grant application and for no other purposes.

b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.

c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.

d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.

e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.

3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

BOONE COUNTY MISSOURI

By:

[Signature]
Presiding Commissioner
Boone County Commission

Date: 3-22-01

ATTEST:

Wendy S. Noren
County Clerk *BN*

APPROVED AS TO FORM:

[Signature]
County Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Jane C. Pitchford
Auditor *by se*
2049-71450 \$177,200

City of Hallsville

By:

[Signature]
Mayor Carl M. South

Date: 3/6/01

ATTEST:

Cheri T. Reisch
City Clerk Cheri T. Reisch

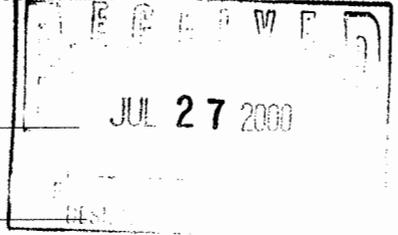
APPROVED AS TO FORM:

[Signature]
City Attorney John L. Whiteside

Date: 3/20/01

Boone County Revenue Sharing Application for year 2001

Public entities of Boone County may apply for funds, from the Capital Improvements Sales Tax passed by voters in 1997, to finance the repair or improvements of streets and bridges within their boundaries. Multiple forms can be submitted but not to exceed five (5).



Name of County Entity: City of Hallsville

Name of street/s or bridge location North Street

Total estimated cost of repair/improvement \$236,250.00
(Include documentation regarding estimate)

Amount needed to complete project \$236,250.00

Other funding sources available may utilize general funds

Contact Person Kyle George or Cheri Reisch

*Attn:
City Clerk*

Address P.O. Box 170, Hallsville, MO 65255

Phone number 573/696-3885

IMPORTANT:

Please return to the Boone County Public Works Department - Design and Construction Division, 5551 Highway 63 South, Columbia, Missouri 65201 by July 30, 2000.

Do Not send or drop-off to any other office or location.

City Of Hallsville

City Hall, 202 East Highway 124

P.O. Box 170

Hallsville, MO 65255

573-696-3885

Fax: 573-696-0605

July 27, 2000

Boone County Commission
Columbia, MO
Reference: Road Grant Funds

To Whom It May Concern:

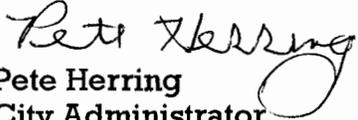
The City of Hallsville is submitting this year's application for funds with a project of major importance to the area. The funds that we have requested are for alterations to North Street inside Hallsville.

The determination to work on this roadway was made after noting a number of serious problems with the current road. Our city has annexed a portion of Rickett's Road and when your Public Works Department improved that county road it widened that roadway quite significantly. This creates a problem due to the fact that the county road that turns in to North Street is quite a bit wider than our city street. At the point where Rickett's Road meets North Street, North Street is 16 feet in width compared to the width of Rickett's Road being 23 feet. This 7-foot difference in road widths creates a funnel type situation, which has already resulted in crashes in the area.

This roadway currently carries a high number of vehicles during the school year and with the current status of the roadway it has become a definite safety issue for both vehicular and pedestrian traffic in the area. With the annexations of Douglas Pointe subdivision and the Townsquare development, both in that immediate area, the number of potential new homes in the area exceeds 300 more homes. Developments outside the city but in the Hallsville school district also result in increased traffic flow in the area and with the current width of North Street the added congestion could prove detrimental to all parties living in the area or using the roadway.

This request for funding, would allow the City of Hallsville to improve our current roadway, making it curb and gutter, and would bring it up to similar standards as Rickett's Road. This project would enhance the safety of all parties and insure that the area will be able to handle the ever-increasing traffic flow. Thank you for your consideration of our request and we look forward to hearing from the Commission in regards to this request.

In your service,


Pete Herring
City Administrator

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 22nd day of March 20 01

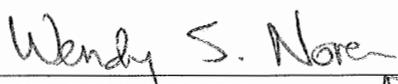
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement for Road and Bridge Revenue Sharing funds to the City of Sturgeon in the amount of \$19,481 and hereby authorize the Presiding Commissioner to sign on behalf of the County.

Done this 22nd day of March, 2001.

Attest:


DON STAMPER
Presiding Commissioner


WENDY S. NOREN *BW*
Clerk of the County Commission

absent
KAREN M. MILLER
District I Commissioner


SKIP ELKIN
District II Commissioner

3/20/01

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

DATE

206

VENDOR NO.

Bid Documentation

(Check One)

Vendor Name: City of Surgeon

Approved Sole Source: _____

Address: _____

Written Bids(attached): _____

Bid or Comm Ord Number: _____

City, State, Zip: _____

Not Required: _____

Bill To Dept. No. 2049

Ship To Dept. No. 2049

Department				Account					Item Description (or managerial code)	Qty	Unit Price	Amount
2	0	4	9	7	1	4	5	0	25% Startup-Road Repair/Improvements	1		4,870.25
2	0	4	9	7	1	4	5	0	65% Bid Award- Road Repair/Improvements	1		12,662.65
2	0	4	9	7	1	4	5	0	10% Completion- Road Repair/Improvements	1		1,948.10
												19,481.00

CLERK'S OFFICE

- *Do not remove backup from purchase requisition
- *No Commissioner signature is needed for purchase requisition or backup
- *Note the Commission Order # on the purchase req.
- *Return the purchase requisition to Annie/Auditor's Office with the backup

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

See Contract

Requesting Official

Not Applicable

See Certification

Auditor Approval

County Commission Approval

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement is made and entered into by and between Boone County Missouri, a first class noncharter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Sturgeon, a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has funding available in its Road and Bridge tax fund to provide the various cities within Boone County with monies for the repair and improvement of roads, streets and bridges in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a grant application with the County for use of additional available road and bridge tax funding to fund one or more road improvement or repair projects as shown in its grant application previously filed with the County, and

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

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

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

1. The County hereby agrees to pay the City the sum of Nineteen Thousand Four Hundred Eighty One Dollars (\$19,481.00) for use in the completion of the road improvement and/or repair project specified in the City's capital improvement grant application for the County

fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:

a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the grant application and for no other purposes.

b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.

c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.

d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.

e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.

3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

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

BOONE COUNTY MISSOURI

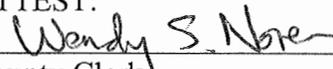
By:



Presiding Commissioner
Boone County Commission

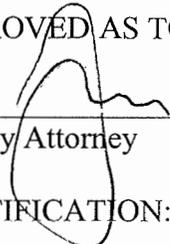
Date: 3-22-01

ATTEST:



County Clerk *BW*

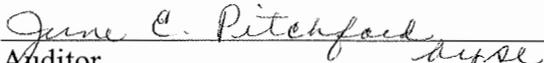
APPROVED AS TO FORM:



County Attorney

CERTIFICATION:

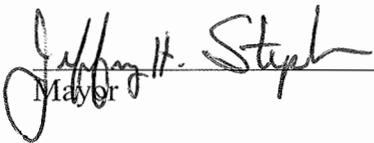
I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.



Auditor *ayse*
2049-71450 \$19,481

City of Sturgeon

By:



Mayor

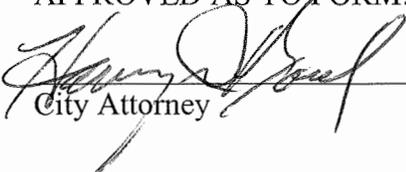
Date: 2-27-01

ATTEST:



City Clerk

APPROVED AS TO FORM:

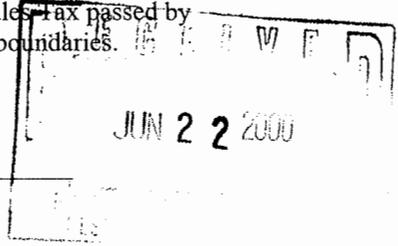


City Attorney

Date: 3/20/01

Boone County Revenue Sharing Application for year 2001

Public entities of Boone County may apply for funds, from the Capital Improvements Sales Tax passed by voters in 1997, to finance the repair or improvements of streets and bridges within their boundaries. Multiple forms can be submitted but not to exceed five (5).



Name of County Entity: City of Sturgeon

Name of street/s or bridge location Francis - Rochford - Ruby - Ogden -
Smith - Station Drive - Rollins - Wentz and Cemetery Road

Total estimated cost of repair/improvement \$39,481.00
(Include documentation regarding estimate)

Amount needed to complete project \$19,481.00

Other funding sources available City funds (\$20,000.00)

Contact Person Mayor Jeff Stephens - Maintenance Dean Connolly

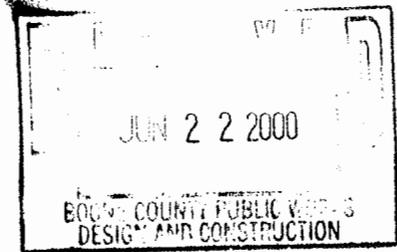
Address P.O. Box 387, Sturgeon, MO 65284

Phone number (573) 687-3321

*Could be Tracy
Sturgeon Problem
Cemetery
County
Maintained
State CC to Lovers Lane .75
Lovers Lane to McComas 1.23
McComas to Monroe Dr 1.50
2.48 miles*

s Department - Design and Construction Division, 5551
by July 30, 2000.

Other office or location.

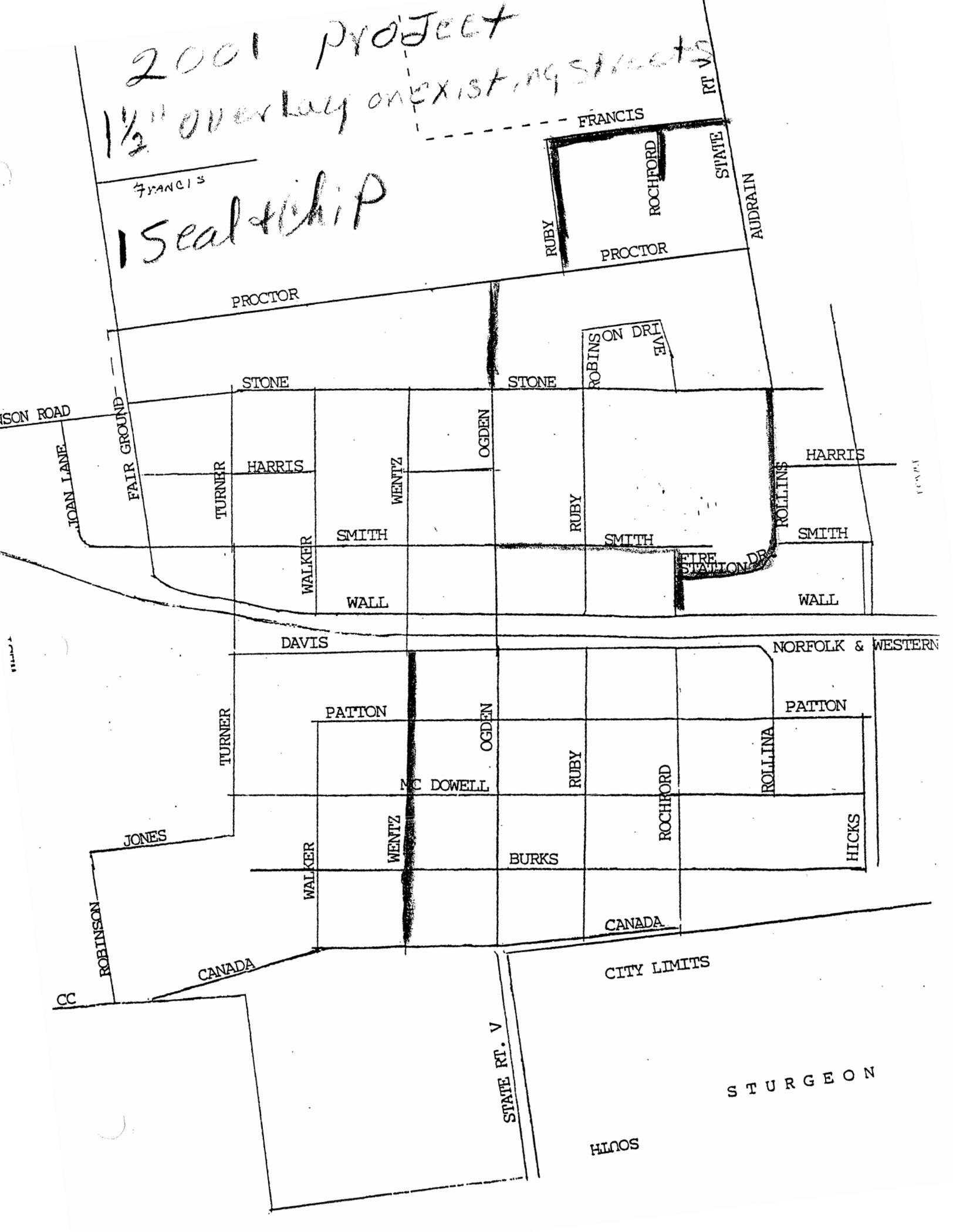


2001 Sturgeon Streetwork

Asphalt 1 1/2" overlay with tac-coat 7 block est. tonnage 371 at \$32.50	\$12,057.50
Seal and Chip 2700 gallon tack oil and 30 ton chip	\$ 9,000.00 (estimated cost)
Asphalt new – 3" on cemetery road next to Mt. Horeb Cemetery 1,405' x 22' x 3' 567 ton at \$32.50/ton <i>at 400</i>	<u>\$ 18,423.50</u> (estimated cost)
Total	\$39,481.00

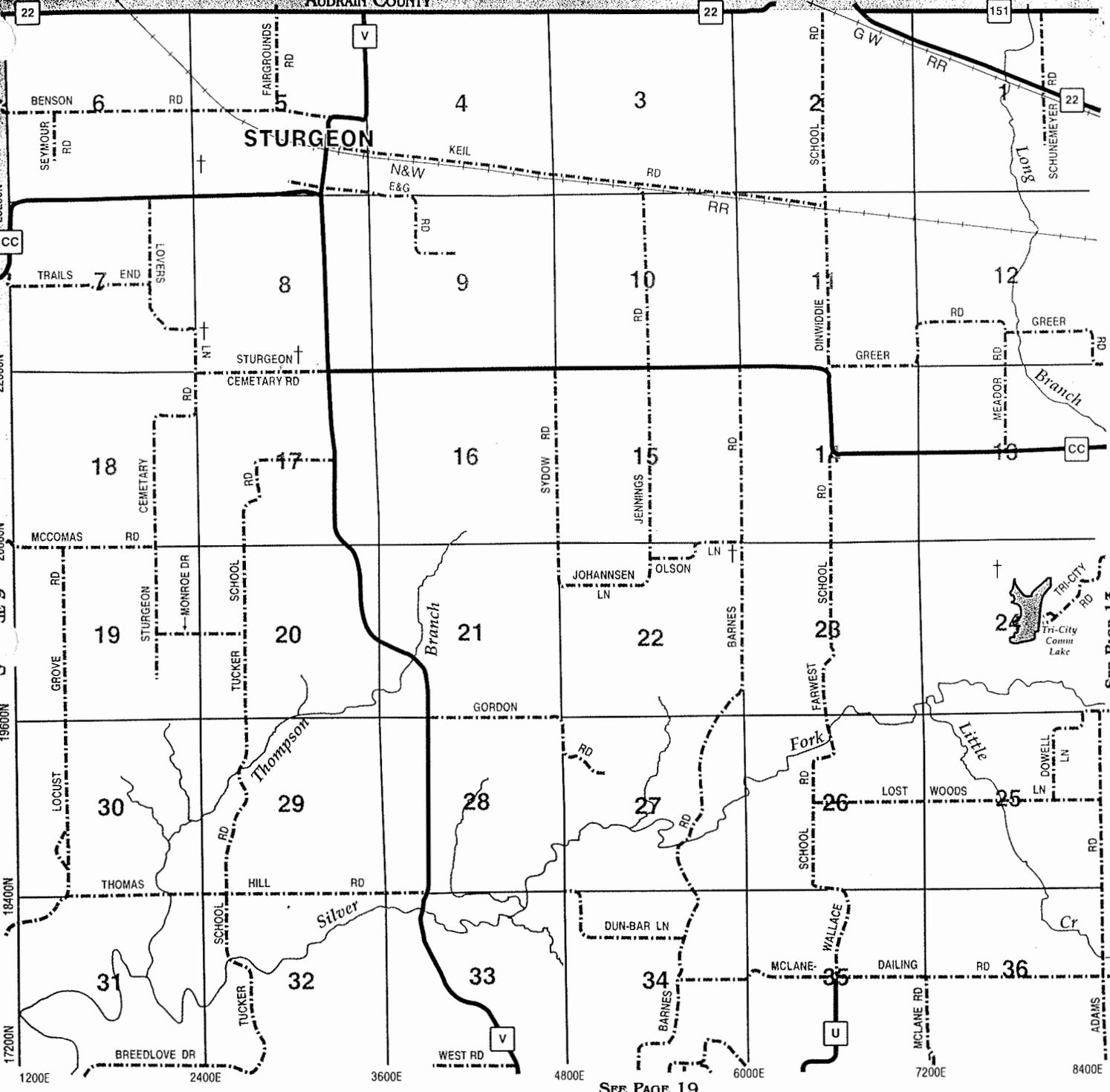
2001 PROJECT
1/2" overlay on existing streets

FRANCIS
1 Seal & chip





AUDRAIN COUNTY



SEE PAGE 19

SEE PAGE 13

Adams Realty

Randall D. Adams, Broker

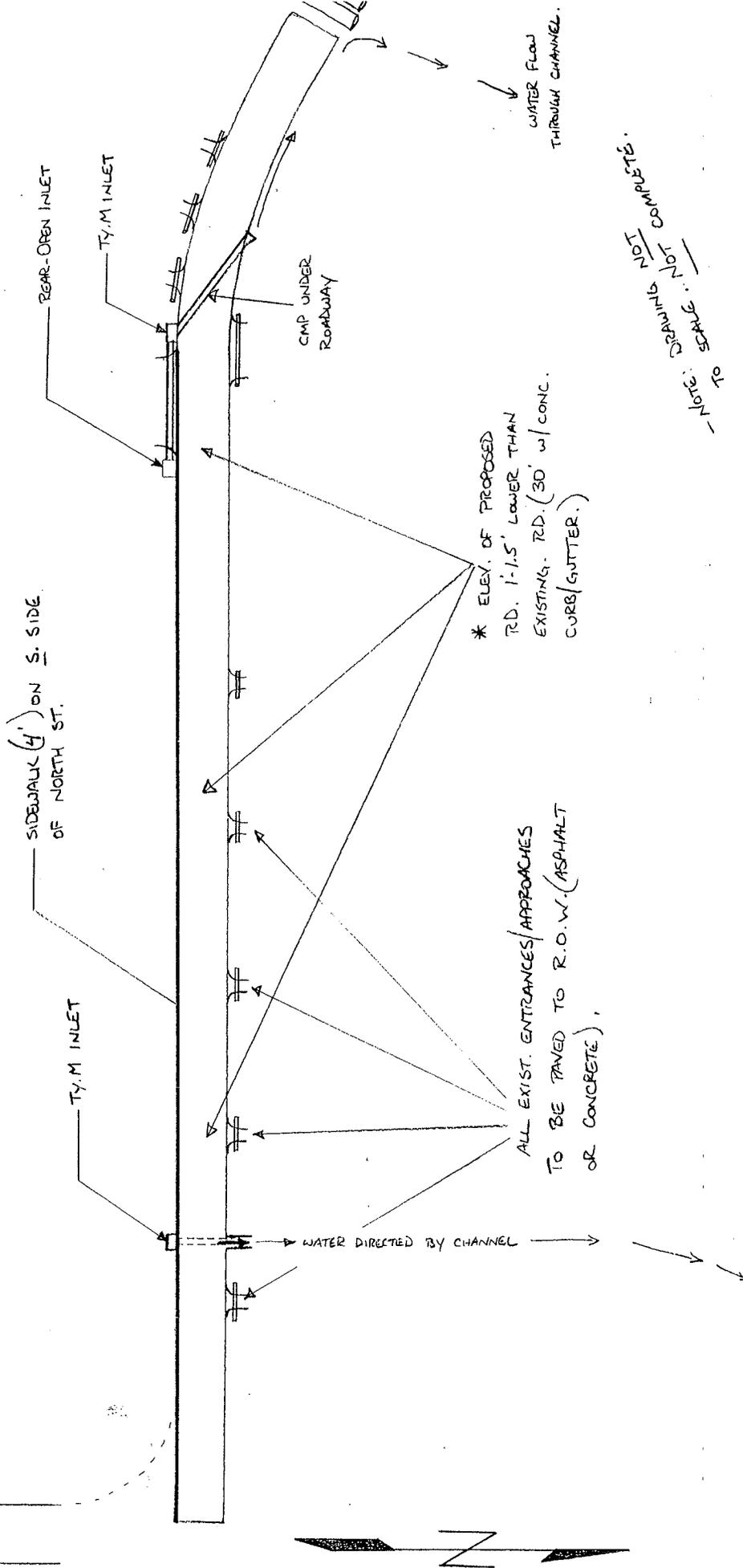
122 N. Allen
Centralia, MO 65240
(573) 682-5193

HOMES

FARMS

COMMERCIAL

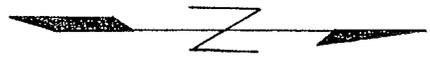
NORTH ST. IN HALLS LE 7-24-00
 (SCALE +/- 1" = 50')



* ELEV. OF PROPOSED RD. 1'-1.5' LOWER THAN EXISTING. RD. (30' w/ CONC. CURB/GUTTER.)

ALL EXIST. ENTRANCES/APPROACHES TO BE PAVED TO R.O.W. (ASPHALT OR CONCRETE).

TO SHEETS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 22nd day of March 20 01

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

Now on this day the County Commission of the County of Boone does hereby appoint the following people to serve on the Judicial and Law Enforcement Task Force:

- June Pitchford
- Don Stamper
- Robert Perry
- Judge Frank Conley
- Kevin Crane
- Rob Fleming
- Ted Boehm
- Kay Murray
- Dennis Winfrey
- Mark Pfeiffer
- Renee Bennett
- Wayna Faye Elbert
- Gary Oxenhandler
- Doug Moore
- Tom Quinn
- Sue Turner
- Mike Lyman
- Dr. Elaine Larson
- Colleen Coble
- Dan Viets
- Dave Griggs
- Mary Ann McCollum
- Gary Stangler

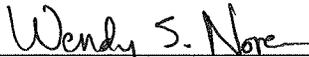
In addition to the above-named members, the Commission will appoint a representative from the African-American community and a representative from the Caring Communities Board of Directors. Be it further ordered that the Commission hereby appoints Gary Oxenhandler to serve as Chair of the Task Force.

Done this 22nd day of March, 2001.



DON STAMPER
Presiding Commissioner

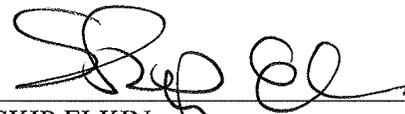
Attest:



WENDY S. NOREN *BW*
Clerk of the County Commission



KAREN M. MILLER
District I Commissioner



SKIP ELKIN
District II Commissioner

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 22nd day of March 20 01

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

Now on this day the County Commission of the County of Boone does hereby appoint Mark E. Stone from Cedar Township to the Boone County Regional Sewer District for an interim term beginning March 15, 2001 and ending January 1, 2003.

Done this 22nd day of March, 2001.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Comm. agenda
to interim term 3-15-01
on 1/31/2003

Boone County Commission

130-2001

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Reg. Sewer District Term: Current

Current Township: Cedar Today's Date: 1/17/01

Name: Mark E. Stone

Home Address: 10265 S. Route N, Columbia, MO Zip Code: 65203

Business Address: 1301 Vandiver Drive, Suite Q, Columbia, MO Zip Code: 65202

Home Phone: (573) 657-1934 Work Phone: (573) 874-1646 ext. 27
Fax: (573) 874-3264 E-mail: mstone@midamerica.net

Qualifications: Strong desire to become involved with local county government issues. In addition, a strong interest in ensuring equity in growth in the county. See attached resume for complete education and work experience qualifications.

Past Community Service: 1) Heavily involved with Partners in Education start up between University Hospital and Hickman High School. 2) Served on the Board of Directors for a local not-for-profit agency. 3) Served as a volunteer for the Boone County Fire Department. 4) Involved in the Columbia Chamber of Commerce.

References: * See Attached Resume *

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Mark E. Stone
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

MARK E. STONE

PRESENT ADDRESS:

1055 South Route N
Columbia, MO 65203

TELEPHONE NUMBER:

Work (573) 874-1646
Home (573) 657-1934

EDUCATION:

Completed a third of the requirements for a **master's degree of Public Administration** degree at the University of Missouri-Columbia, emphasis in Personnel Administration. Completed a **bachelor's degree in Education, Counseling, and Psychology with an emphasis in Personnel Services** from the University of Missouri-Columbia. (G.P.A. in major 3.5/4.0 scale)

WORK EXPERIENCES:

SERVICES FOR INDEPENDENT LIVING, Columbia, Missouri (November 1999 to Present)

Executive Director: Responsibilities include the personnel, financial, and operational management of a private, not-for-profit, advocacy agency.

Personnel Management: Duties includes interviewing, hiring, and disciplining for 18 employees.

Financial Management: Accountable for a total expenditure budget of approximately \$850,000.

Operational Management: Work closely with clients, community leaders, board members, and staff to ensure that the center was operating in an efficient and effective manner.

BOONE COUNTY GOVERNMENT, Columbia, Missouri (October 1994 to November 1999)

Director, Human Resources: Responsibilities included the establishment and centralization of human resources activities for the County.

Centralization of Recruitment Activities: Centralized the advertising, recruitment, screening, referral of applications for the recruitment of vacant positions. Included tracking of applicants for reporting purposes.

Update Job Descriptions and Classification Systems: Updated all the job descriptions for the County. Included several phases of review. Upon updating job descriptions, the next step was to ensure equity between the different offices and competitiveness within the job market.

Development of an Affirmative Action Plan: Initiated the affirmative recruitment of minorities and protected groups for vacant positions. Identified the existing work force according to ethnic and gender origins in order to begin the development of a formal Affirmative Action Plan (AAP). The adopted AAP was updated on a routine basis.

Resource for FLSA, ADA, and Other Employment Laws: Served as the resource for employment issues relating to federal, state, and local laws.

Updating and Developing Personnel Policies: Begun the process of updating the County's Personnel Policy Manual. Included both updating and creating policies in order to comply with Federal and State laws.

Labor Relations: Part of a management team which negotiated the Memorandum of Understanding with unionized employees in a segment of the County's work force.

UNIVERSITY PHYSICIANS, Columbia, Missouri (October 1990 to September 1994)

Manager, Support Services - OUTPATIENT CLINICS (January 1994 to September 1994). The University Physicians have 20 outpatient clinics located in Columbia, Missouri. Responsibilities included managing the JCAHO/quality assurance standards, personnel activities, procurement process, budget development, and special projects.

JCAHO/Quality Assurance Standards: Responsible for assuring the outpatient clinics met the Joint Commission of Accrediting Hospital Organization's standards. This is the University Hospitals and Clinics' accrediting board. In addition, monitored quality assurance standards throughout the clinics.

Personnel Activities: Duties included coordinating all of the personnel activities for all of the clinics. This included interviewing, hiring, job re-classifications, and disciplining for approximately 200 staff members.

Procurement Process: Oversaw the entire purchasing process for the clinics while adhering to the University Policies and Guidelines.

Budget Development: Assisted the administrators by developing preliminary budgets for the clinics which totaled approximately \$6.5 million.

Special Projects: Included the opening of new clinics, procurement of existing clinics, participated on hospital standards committee, and served on several task groups to ensure smooth and efficient operations.

Clinics Manager - OUTPATIENT CLINICS (October 1990 to December 1993). Responsibilities included the personnel, financial, and operational management of six hospital based clinics.

Personnel Management: Duties included interviewing, hiring, and disciplining for approximately 40 employees. Implemented a staff retention program, developed new job descriptions, and provided human resource's in-services to administration, management, and staff.

Financial Management: Accountable for a total expenditure budget of approximately \$825,000 for the six clinics. This included forecasting the clinics' needs ranging from staffing issues to equipment inventory.

Operational Management: Worked closely with physicians, patients, and staff to ensure the clinics were operating in an efficient manner.

UNIVERSITY HOSPITALS AND CLINICS, Columbia, Missouri (February 1984 to September 1990)

Management Recruitment Specialist - Personnel Department (July 1988 to September 1990). Responsibilities included developing and monitoring the Minority Student Recruitment Program's budget and activities each year. Liaison for the Hospital for all minority recruitment efforts. Assisted in establishing Affirmative Action goals for the Hospitals and Clinics. Frequently part of a team which developed and presented courses on personnel management and interviewing skills. Participated in re-classification and establishment of positions. Selected, oriented, and trained all student interns. Responsible for the recruitment of administrative, managerial, and professional staff for the Hospital. Supervised four professional staff. Involved with projects which required a wide variety of sourcing methods on both a regional and national basis. Assisted in coordinating the Hospitals' campus recruitment trips by identifying the appropriate representative(s) from the Personnel Department and deadlines and costs associated with the events.

Personnel Recruiter - Personnel Department (February 1984 to June 1988). Responsibilities included recruiting for administrative, managerial, information services, nursing, and technical staff for the Hospital.

OTHER POSITIONS (May 1977 to August 1984)

Fill in numerous positions while attending High School and the University of Missouri.

SPECIAL RECOGNITION:

Recipient of "Circle of Excellence Management Award" in 1992. This award serves to recognize Managers at the University Hospital and Clinics for their contributions.

ASSOCIATIONS:

Member	Society of Human Resources Managers (Both National and Local Chapters)
Member	Columbia Area Job Service Employer Committee
Former President	Toastmasters International

REFERENCE SHEET

Ann Nadler
Manager
Student Health Center
University of Missouri
South Sixth Street
Columbia, MO 65201
(573) 882-7487

Howard Kincaid
Director
Marketing, Development, and Human Resources
University Hospitals and Clinics
One Hospital Drive
Columbia, MO 65212
(573) 882-8060

Frank Abart**
General Services Manager
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 751-3720

**** (Formerly Director of Public Works for Boone County)**

Jim deJong
Executive Director
ADA Project
4812 Santana
Columbia, MO 65203
(573) 882-3600

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

March Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 22nd day of March 20 01

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Proclamation for National Public Health Week.

Done this 22nd day of March, 2001.



Don Stamper
Presiding Commissioner

ATTEST:

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

absent

Karen M. Miller
District I Commissioner



Skip Elkip
District II Commissioner

**NATIONAL PUBLIC HEALTH WEEK
Proclamation**

WHEREAS, promoting health and quality of life for all residents through prevention is the major goal of public health; and

WHEREAS, public health programs and services benefit everyone – regardless of race, ethnicity, and socio-economic status – and are essential ingredients of a strong, successful health care system; and

WHEREAS, public health activities protect our community from infectious diseases, environmental and workplace hazards, chronic diseases, unintentional injuries and violence: and

WHEREAS, educating people about the benefits of adopting healthful behaviors can empower them to attain good health and prevent needless suffering: and

WHEREAS, local public health workers play crucial roles in ensuring that all persons have the opportunity to be healthy people living in healthy communities.

NOW, THEREFORE, the Commission of Boone County does hereby proclaim the week of April 2 to April 8, 2001 as

NATIONAL PUBLIC HEALTH WEEK

In Boone County, Missouri and call upon all residents of this community to acknowledge and give recognition to local public health workers for their efforts to assure that our homes, neighborhoods, and communities are all places we can thrive.

IN TESTIMONY WHEREOF, this 2nd day of April 2001.



ATTEST:

Wendy S. Noren *bn*
Wendy S. Noren, County Clerk

Don Stamer
Don Stamer, Presiding Commissioner

absent
Karen M. Miller, District I Commissioner

Skip Elkin
Skip Elkin, District II Commissioner

132-2001

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

March Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the

22nd

day of March

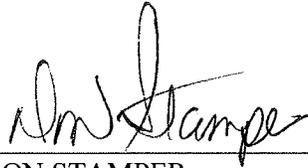
20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between the County of Boone and DMG-MAXIMUS for the preparation of the County's Indirect Cost Allocation Plan based on actual costs in the year 2001. The Presiding Commissioner is further authorized to sign on behalf of the County.

Done this 22nd day of March, 2001.

Attest:



DON STAMPER
Presiding Commissioner

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

Absent
KAREN M. MILLER
District I Commissioner

Skip Elkin
SKIP ELKIN
District II Commissioner

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO BOONE COUNTY, MISSOURI**

THIS AGREEMENT, entered into this 22nd day of March, 2001, and effective immediately by and between **DMG-MAXIMUS, INC.** (hereinafter called the "Consultant") and the County of Boone, State of Missouri (hereinafter called the "County"),
WITNESSETH THAT:

WHEREAS, the County has programs which it operates with outside funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, outside users will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the County has previously filed an approved plan and has recovered outside due to the County and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in updating a plan which conforms to Federal requirements and will be approved by their representatives.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the following services:

- A. Development of central services cost allocation plans that identify the various costs incurred by the County to support and administer Federal programs. The plans will contain a determination of the allowable costs of providing each support service such as purchasing, facility management, disbursement processing, etc. The plan will be based on actual costs for the years ended December 31, 2000.
- B. Review of the completed cost allocation plan with the representatives of the State, if required.
- C. Assistance in preparing the initial claims to the State for recovery of funds due the County. Consultant will also monitor the progress of claims through the State to insure the County receives recoveries due it.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed within six months from the date of this contract is signed by both parties or the end of the appropriate fiscal year.

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Six Thousand Three Hundred (\$6,300) for all such services including reimbursement for expenses. Consultant agrees to complete the project and all services provided herein for said sum.

5. **Method of Payment.** Payment will be made by the County to the Consultant regardless of the recoveries realized, in the agreed upon amount in Paragraph 4. Payment is due in full within two weeks following submission of the completed cost allocation plan to the County and upon receipt by the County of billing by the Consultant.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be Furnished by County.** The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County government. The County will produce photocopies of required documents at its own expense.

8. **Termination of Agreement for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.

10. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

11. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on within the County.

12. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waivered. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

18. Consultant Liability If Audited. The Consultant will undertake to respond to Federal negotiators' requests for information and documentation of costs contained in the cost allocation plan and indirect cost negotiation agreements. However, Consultant will be paid from Federal grant funds for Consultants' efforts on behalf of the County at standard billing rates and reimbursable expenses in effect at the time. Should Federal funds be unavailable to compensate Consultant, then County funds will be made available to the extent that such payments are recoverable from amounts otherwise due to the Federal government as a result of the audit.

19. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct which is a matter of record.

19.a. Governmental Termination. It is acknowledged that the present County Commission cannot bind future Commissions. This agreement is therefore subject to termination upon thirty days written notice by the County after December 31, 2001 but failing same shall be in full force and effect for its term.

20. Laws of Missouri Control. This agreement shall be governed by the Missouri law and administrative rule.

21. Assignment. Consultant agrees not to assign, convey or transfer its interest in this Agreement to any other entity without prior written consent of the County, which consent shall not be unreasonably withheld.

22. Copyright. The County acknowledges that the report format to be provided by Consultant is copyrighted. Consultant shall ensure that all copies of its report bear the copyright legend. The County agrees that all ownership rights and copyrights thereto lie with Consultant. Client may use the report solely for and on behalf of Client's operations. Client agrees that it will take appropriate action by instruction, agreement or otherwise with its employees to satisfy its obligations with respect to use, copying and security of the report format.

21. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Ms. June Pitchford
Boone County Auditor
Boone County
801 E. Walnut
Columbia, Missouri 64201-7731

Jerrold Wolf
DMG-MAXIMUS, INC.
60 Revere Drive
Suite 200
Northbrook, Illinois 60062

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

BOONE COUNTY

By: 
Presiding Commissioner

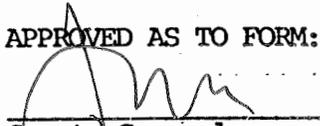
ATTEST:

Wendy S. Nore
County Clerk *WJ*

DMG-MAXIMUS, INC.

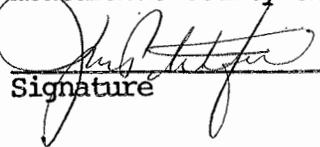
By: 
Robert H. Antrim, Senior Manager

APPROVED AS TO FORM:


County Counselor

AUDITOR CERTIFICATION:

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


Signature

3/21/01
Date

1190-71101 6300
Appropriation Account

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut-2nd Floor
Columbia, MO 65201
(573) 886-4391
(573) 886-4402

MEMORANDUM

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
Director of Purchasing

DATE: March 21, 2001

RE: Indirect Cost Plan – Professional Services

The Purchasing Department received notification from Auditor June Pitchford that a contract is needed to obtain an indirect cost plan for fiscal year 2001. Time is an issue regarding this contract because the work for the indirect cost plan must be completed prior to commencement of the external audit on April 24, 2001.

DMG has always performed this work for the State of Missouri, as well as Boone County. They are familiar with the County's financial structure and operations. They have only minimally increased their contract price since 1992.

Purchasing recommends we sign a one-year contract with DMG. Purchasing will investigate this summer the feasibility of writing a proposal for the consulting services for the indirect cost plan for fiscal year 2002.

From: June Pitchford
To: Melinda Bobbitt
Date: 3/16/01 10:22AM
Subject: Indirect Cost Plan-- Professional Services

Melinda,

Here is a re-cap of our conversation earlier this week.

The County is required to obtain an indirect cost plan each year and send an official copy of the plan to the State of Missouri by June 30th in order to claim reimbursement for indirect costs under the IV-D program (Child Support Enforcement). The current contract with DMG Maximus expired and DMG has furnished us with a new contract for a one-year period. The expiring contract was a three-year contract.

The time frame for completing the work for the indirect cost plan is very narrow. Work cannot begin until the ledger is closed and it must be completed prior to commencement of the external audit. We will close the G/L today (March 16th) and the external audit will begin April 24th.

I am very satisfied with DMG's work. They are knowledgeable, efficient, and thoroughly familiar with the County's financial structure and operations. To my knowledge, The State of Missouri has never questioned or challenged the quality of work performed by DMG. DMG has only minimally increased their contract price going from \$5500 in 1992 to \$5950 in 2000. The contract price for 2001 is \$6300.

These services are significantly different from an external audit in that DMG is not performing an audit or attestation function. Instead, DMG is compiling information/schedules/reports on our behalf. Therefore, The need for independence and periodic rotation is not an issue as it would be with an external audit.

My recommendation is to approve the contract with DMG Maximus. You mentioned trying to obtain a multi-year agreement with optional additional years. This is fine with me. I believe the contract should be renewed for the following reasons:

- 1) Quality of service received in the past
- 2) Reasonable pricing
- 3) Time constraints in completing an RFP process and hiring, scheduling, and completing the indirect cost plan before April 23
- 4) My staff need to turn their full attention to compiling the financial statements and audit schedules (we are short about 10 days due to the late closing of the ledger). Practically speaking, we don't have the staff resources to "train and educate" a new firm to complete the indirect cost plan for us.

Hope this helps. Please contact me if you have questions. Thanks,

June

You may reach me via e-mail at jpitchford@boonecountymmo.org or at (573) 886-4278

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

March Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 22nd day of March 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between the County of Boone and SymPro, Inc. for an interim license agreement for SymPro Treasury Management Software for a period April 1, 2001 to June 30th, 2001 with an option for a one time extension of the agreement pending the preparation of an RFP for investment management software.

Done this 22nd day of March, 2001.



DON STAMPER
Presiding Commissioner

Attest:


WENDY S. NOREN *BW*
Clerk of the County Commission


KAREN M. MILLER
District I Commissioner


SKIP ELKIN
District II Commissioner



Kay R. Murray

Boone County Government Center
801 E. Walnut RM 112
Columbia, Missouri 65201-7798
Telephone 573-886-4365
FAX 573-886-4369

March 19, 2001

TO: John Patton
Boone County Legal Council

FROM: Kay R. Murray
Boone County Treasurer

RE: Sympro Software License Agreement (180 days)

John would you please give your legal blessing to this contract.

Thank you,

Kay R. Murray

*Ms
June
Please look
at & do certify
& return to clerk
on agenda for
15th reading
K*

*Ka - you need to get the audit
certificates & have common sign.
It appears this is a pretty substantial, yep?*

