

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of

January

2020

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

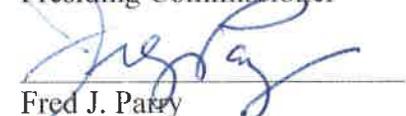
- Higbee Hills. S36-T50N-R12W. A-2. Higbee Lake Investments LLC, owner. Kevin M. Schweikert, surveyor.

Done this 2nd day of January 2020.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

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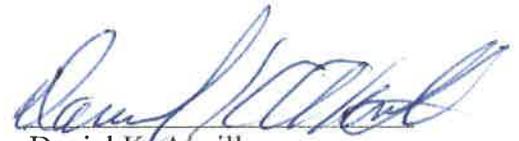
Now on this day, the County Commission of the County of Boone does hereby approve the attached utility easement to Boone Electric Cooperative.

It is further ordered the Presiding Commissioner and County Clerk are hereby authorized to sign the attached easement and the County Counselor's Office is authorized to deliver the deed.

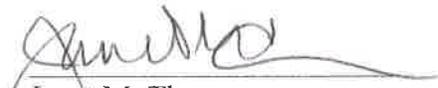
Done this 2nd day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Utility Easement

Boone County, Missouri, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St., PO Box 797, Columbia, Missouri, 65205- 0797, "GRANTEE", a utility easement with the right, privilege, and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, and remove utility lines and utility facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

The property described on Exhibits A and B attached to this document.

That easement is a nonexclusive easement over and across that land, with right of ingress and egress to and from that land to place and install above-ground and underground electrical equipment.

Grantee will have full right of ingress and egress to, from, and over this easement for doing anything necessary or useful for the enjoyment of the easement. Grantor will keep the easement clear of all future buildings, structures, and obstructions that might interfere with the operation or maintenance of the electric equipment, except where permitted by Grantee.

BOONE COUNTY, MISSOURI
By and through its County Commission


Daniel K. Atwill, Presiding Commissioner

ATTEST:


Brianna L. Lennon, County Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 2nd day of January, 2020, before me appeared Daniel K. Atwill and Brianna L. Lennon, to me known to be the Presiding Commissioner and County Clerk, respectively, of Boone County, Missouri, and both acknowledged that they executed the foregoing instrument on behalf of Boone County, Missouri, and acknowledged that they were duly authorized to execute the foregoing instrument on behalf of said county for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.


Notary Public

My commission expires: July 10, 2022

MICHELLE THOMPSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: July 10, 2022
Commission # 18338944

EXHIBIT A

DESCRIPTION OF PROPOSED ELECTRIC EASEMENT
ACROSS BOONE COUNTY PROPERTY
TO SERVE NEW SUPPORT SERVICES FACILITY
FOR BOONE COUNTY, OWNER
JOB #18224.02

NOVEMBER 21, 2019

A STRIP OF LAND TWENTY (20) FEET WIDE LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 49 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING ACROSS PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 109, PAGE 385 AND ACROSS PART OF THE EAST-WEST 66' PROPOSED EASEMENT AND "BOONE COUNTY JAIL" TRACT SHOWN BY THE SURVEY RECORDED IN BOOK 1196, PAGE 466 AND BEING TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 767, PAGE 786 (SHOWN ON THE SURVEY IN BOOK 1196, PAGE 466 AS THE "ARMORY SITE"); THENCE S22°06'05"W, 22.62 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N57°15'55"E, 20.00 FEET; THENCE S89°03'19"E, 350.88 FEET; THENCE S36°09'50"E, 121.94 FEET TO THE CENTERLINE OF THE UTILITY EASEMENT RECORDED IN BOOK 4590, PAGE 59 AND THE END OF THE DESCRIBED CENTERLINE. THE DESCRIBED STRIP CONTAINS 9,655 SQUARE FEET (0.22 ACRES), NOT INCLUDING THE AREA WITHIN SAID EASEMENT RECORDED IN BOOK 5490, PAGE 59.

BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE).

ALLSTATE CONSULTANTS LLC


JAMES R. JEFFRIES, LS-2500

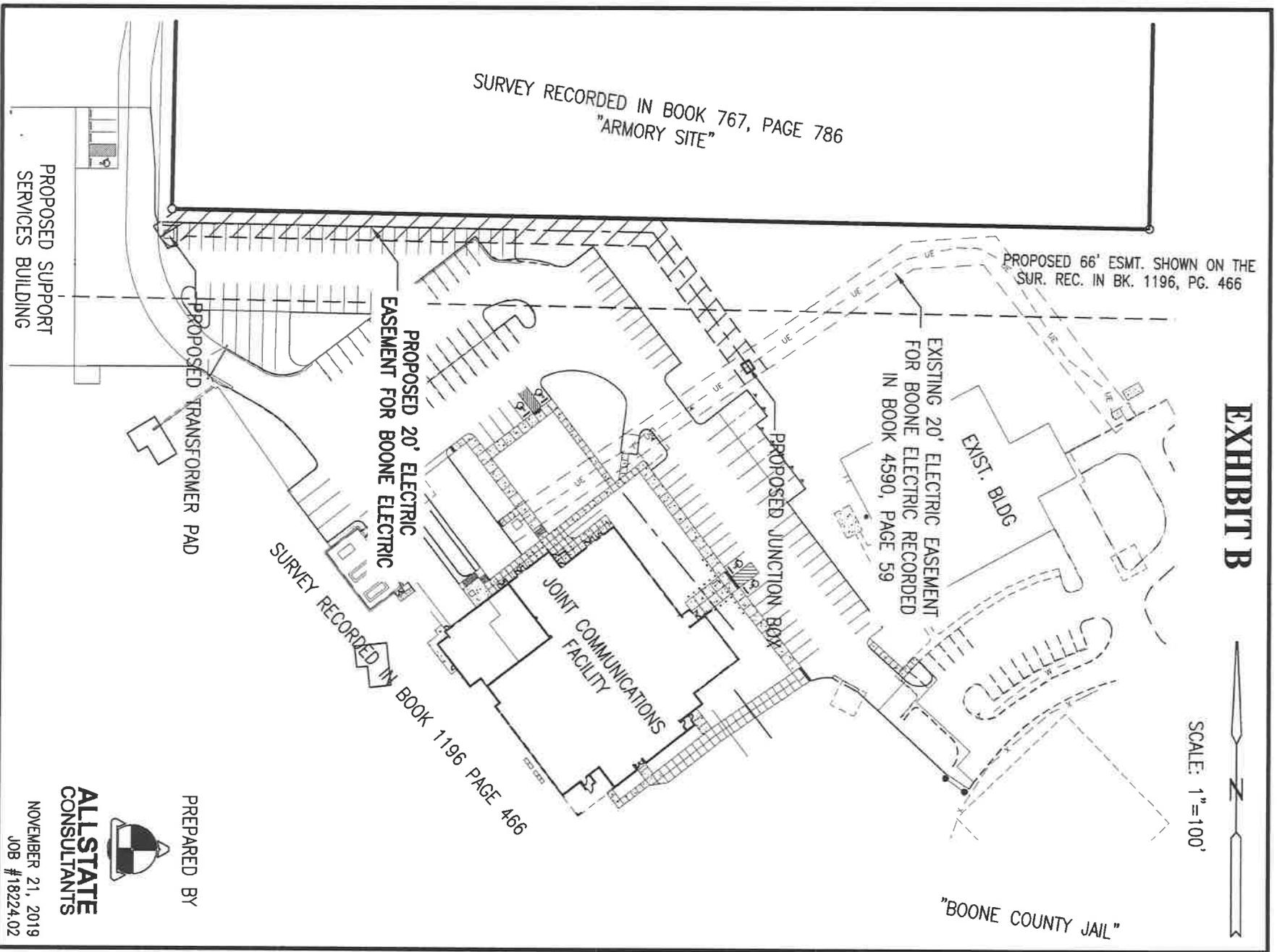
Nov. 21, 2019
DATE



3312 LEMONE INDUSTRIAL BLVD.
COLUMBIA, MO 65201
573-875-8799
ALLSTATE CONSULTANTS LLC
MO PROFESSIONAL LAND SURVEYING
CERTIFICATE OF AUTHORITY #2007000167

EXHIBIT B

SCALE: 1"=100'



SURVEY RECORDED IN BOOK 767, PAGE 786
"ARMORY SITE"

PROPOSED 66' ESMT. SHOWN ON THE
SUR. REC. IN BK. 1196, PG. 466

EXISTING 20' ELECTRIC EASEMENT
FOR BOONE ELECTRIC RECORDED
IN BOOK 4590, PAGE 59

PROPOSED 20' ELECTRIC
EASEMENT FOR BOONE ELECTRIC

SURVEY RECORDED IN BOOK 1196 PAGE 466

PROPOSED SUPPORT
SERVICES BUILDING

PREPARED BY



**ALLSTATE
CONSULTANTS**

NOVEMBER 21, 2019
JOB #18224.02

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

2nd

day of

January

2020

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 Sole Source Approved Vendor List for 2020.

Done this 2nd day of January 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 30, 2019
RE: Sole Source Approved Vendor List for 2020

Purchasing has received requests from departments/offices to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year ending on December 31, 2020. The 2020 list of vendors was advertised in the Columbia Missourian on December 27, 2019 and the Columbia Tribune on December 26, 2019.

ATTACHMENT: 2020 Sole Source List

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

To: Jim Meyer
jmeyer@columbiatribune.com / Classifieds@columbiatribune.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: December 23, 2019

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there are only single feasible sources from which to purchase the following and intends to make single feasible source purchases throughout 2020 from this list unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Maintenance for Aldon Computer Rocket Software – Life Cycle Manager – Aldon Computer Group
Multi-section base station antennas – Alive Telecom
Standard Evidence.com licenses – Axon Enterprise
Siren maintenance – Blue Valley Public Safety, Inc.
Service agreement for temperature control system for HVAC – C&C Group
Software service for UFED Touch Ultimate Kits – Carahsoft Technology Corp
Maintenance on Cartegraph Navigator software – CarteGraph
Software maintenance and upgrades for Computer Aided Dispatch System from Central Square Technologies
Fiber Optic Cable Installation and Lease – City of Columbia Water and Light
Annual Software Support on Collective Fleet – Collective Data
Upgrade to door locking system – Corsair Controls
Maintenance on Virtual Tape Disk Backup (D2D2T) – Cybernetics
DocPath software maintenance, support, repairs modification for any DocPath licensed program product from DocPath Corp.
Maintenance on Uninterruptible Power Supply – Applied Power for Eaton Corporation
Election ballot stock, voting equipment supplies & maintenance – Election Systems & Software
Informer Web Reporting Software and Dashboards – Entrinski Inc.
Federal Signal brand siren components – Federal Signal
Parking Lot Rental – First Christian Church

GeoLyn Server Dispatch Mapping software from GeoComm Inc.
Grey Key iOS Forensics software license and support from Grayshift
Repair and parts for Chip/Seal Spreader and oil distributor – GW Van Keppel
Snowplow Parts – Henke Manufacturing Corp
Schedule Express Subscription Service – Informer Systems
Re-certification for 911 operators and renewal of departmental accreditations – International Academies of Emergency Dispatch
Hydraulic parts and repairs for Heavy Trucks – Knapheide Truck Equipment
Software licensing & services for pollpads from KNOWiNK
Maintenance of Prime Alert Radio PTT System from Locution Systems LLC
Software for Work Order Management – Maintenance Connection
Maintenance & Warranty for m-Power Database Licenses – Michaels, Ross and Cole, Ltd.
Licenses and maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program and training courses – Priority Dispatch
Maintenance for SI-3000 System – PTS Solutions
Smart911 Subscription – Rave Wireless, Inc.
Software Support for Real Vision Software IBM Power System – Real Vision Software
Parking Lot Rental – lot 355 & lot 348 near the Government Center – Rife, Tom and Isabel
Video camera systems for patrol cars and body worn video cameras plus yearly maintenance from - SF Mobile-Vision Inc.
International engine and body parts – Scheppers International Trucks
E-Coli Bacterial DNA Water Testing – Source Molecular
Software support of Stenograph – Stenograph
Accubar constant flow bubbler with temperature sensor and enclosure - Sutron
John Deere Tractor Service – Sydenstricker Implement Company
Maintenance – Sympro Treasury Mgt Software – Sympro
0000000000STC-25 Cellular Transmission and Recording Device, Teamintel, LLC
Dynamic Touch Monitors – Tech Global
Maintenance on equipment hardware from TimeClock Plus
Radio Signal Equipment, TX-RX Systems
Maintenance on Per Postal Software – per Zip/Per Sort – Workwright Software

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **5:00 p.m., Monday, January 6, 2020**. 613 E. Ash Street, Columbia, MO 65201. Phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Thursday, December 26, 2019
COLUMBIA TRIBUNE

**NOTICE OF INTENT TO MAKE
SINGLE FEASIBLE SOURCE PUR-
CHASE**

Boone County believes there are only a single feasible sources from which to purchase the following and intends to make a single feasible source purchases throughout 2020 from this list unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following: Maintenance for Aldon Computer Rocket Software - Life Cycle Manager - Aldon Computer Group

Multi-section base station antennas - Alive Telecom

Standard Evidence.com licenses

-Axon Enterprise

Siren maintenance - Blue Valley Public Safety, Inc.

Service agreement for temperature control system for HVAC - C&C Group

Software service for UFED Touch Ultimate Kits - Carahsoft Technology Corp

Maintenance on Cartegraph Navigator software - CarteGraph

Software maintenance and upgrades for Computer Aided Dispatch System from Central Square Technologies

Fiber Optic Cable Installation and Lease - City of Columbia Water and Light

Annual Software Support on Collective Fleet - Collective Data

Upgrade to door locking system - Corsair Controls

Maintenance on Virtual Tape Disk Backup (D2D2T) - Cybernetics

DocPath software maintenance, support, repairs modification for any DocPath licensed program product from DocPath Corp.

Maintenance on Uninterruptible Power Supply -Applied Power for Eaton Corporation

Election ballot stock, voting equipment supplies & maintenance - Election Systems & Software

Informer Web Reporting Software and Dashboards - Entrinski Inc.

Federal Signal brand siren components - Federal Signal

Parking Lot Rental - First Christian Church

GeoLyn Server Dispatch Mapping software from GeoComm Inc.

Grey Key iOS Forensics software license and support from Grayshift

Repair and parts for Chip/Seal Spreader and oil distributor - GW Van Keppel

Snowplow Parts - Henke Manufacturing Corp

Schedule Express Subscription Service -Informer Systems

Re-certification for 911 operators and renewal of departmental accreditations - International Academies of Emergency Dispatch

Hydraulic parts and repairs for Heavy Trucks - Knapheide Truck Equipment

Software licensing & services for

Acc.Id: 11873
Name: BC PURCHASING
Phone: 573-886-4392
Address: 613 E ASH ST RM 110
City: COLUMBIA
State: MO
Postcode: 65201
Class: 1000 Legals
Edition: CDT
Start: 12/26/2019
Stop: 12/26/2019
Issues: 1
Units: 157.00
Order ID: CC 2081919
TFN: C
TFN cycle:
Rep: JBAILEY
Status: OK
Source: EM
Paytype: BI
Rate: LG
Cost EXC GST: 143.87
Tax: 0.00
Total Charge: 143.87
Printed on: 12/23/2019 13:29:23
Printed by: JBAILEY

pollpads from KNOWINK
 Maintenance of Prime Alert Radio
 PTT System from Locution Systems
 LLC
 Software for Work Order Manage-
 ment - Maintenance Connection
 Maintenance & Warranty for m-
 Power Database Licenses - Mi-
 chael, Ross and Cole, Ltd.
 Licenses and maintenance for call
 taking software system (ProQA) and
 Quality Assurance software (AQUA);
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 - Scheppers International Trucks
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 Sutron
 John Deere Tractor Service -
 Sydenstricker Implement Company
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 Software - Sympro
 0000000000STC-25 Cellular Trans-
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 Teamintel, LLC
 Dynamic Touch Monitors - Tech
 Global
 Maintenance on equipment hard-
 ware from TimeClock Plus
 Radio Signal Equipment, TX-RX
 Systems
 Maintenance on Per Postal Soft-
 ware - per Zip/Per Sort - Workright
 Software

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 to express an interest in providing
 the above, please contact the
 Purchasing Department by 5:00
 p.m., Monday, January 6, 2020.
 Boone County Purchasing Depart-
 ment, 613 E. Ash, Columbia, MO
 65201.

Information is available in the
 Purchasing Office by phone: (573)
 886-4392; fax (573) 886-4390 or
 e-mail: m b o b b i t t
 @boonecountymo.org.

Melinda Bobbitt, CPPO
 Director, Boone County Purchasing

Insertion date: Thursday, Decem-

ber 26, 2019

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

To: Melody Cook (884-0003)
cookmr@missouri.edu; advertising@columbiamissourian.com

From: Melinda Bobbitt, CPPO
Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: December 23, 2019

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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Licenses and maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program and training courses – Priority Dispatch
Maintenance for SI-3000 System – PTS Solutions
Smart911 Subscription – Rave Wireless, Inc.
Software Support for Real Vision Software IBM Power System – Real Vision Software
Parking Lot Rental – lot 355 & lot 348 near the Government Center – Rife, Tom and Isabel
Video camera systems for patrol cars and body worn video cameras plus yearly maintenance from - SF Mobile-Vision Inc.
International engine and body parts – Scheppers International Trucks
E-Coli Bacterial DNA Water Testing – Source Molecular
Software support of Stenograph – Stenograph
Accubar constant flow bubbler with temperature sensor and enclosure - Sutron
John Deere Tractor Service – Sydenstricker Implement Company
Maintenance – Sympro Treasury Mgt Software – Sympro
0000000000STC-25 Cellular Transmission and Recording Device, Teamintel, LLC
Dynamic Touch Monitors – Tech Global
Maintenance on equipment hardware from TimeClock Plus
Radio Signal Equipment, TX-RX Systems
Maintenance on Per Postal Software – per Zip/Per Sort – Worksright Software

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **5:00 p.m., Monday, January 6, 2020**. 613 E. Ash Street, Columbia, MO 65201. Phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Thursday, December 26, 2019
COLUMBIA MISSOURIAN

Page : 1 of 2 12/23/2019 17:59:38
Order Number : 31005633
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 613 East Ash
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Cook, Melody R.
Entered By : Cook, Melody R.

Keywords : SINGLE FEASIBLE SOURCE PURCHASE
Notes :
Zones :

Ad Number : 31017610
Ad Key : 31005633
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 12/27/2019-12/27/2019
Days : 1
Size : 1 x 13.00, 130 lines
Words : 575
Ad Rate : Open
Ad Price : 84.50
Amount Paid : 0.00
Amount Due : 84.50

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 Hydraulic parts and repairs for Heavy Trucks – Knapheide Truck Equipment

Order Number : 31005633
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 613 East Ash
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Cook, Melody R.
Entered By : Cook, Melody R.

Keywords : SINGLE FEASIBLE SOURCE PURCHASE
Notes :
Zones :

Ad Number : 31017610
Ad Key : 31005633
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 12/27/2019-12/27/2019
Days : 1
Size : 1 x 13.00, 130 lines
Words : 575
Ad Rate : Open
Ad Price : 84.50
Amount Paid : 0.00
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 Maintenance on Per Postal Software - per Zip/Per Sort - Workright Software
 To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 5:00 p.m., Monday, January 6, 2020. 613 E. Ash Street, Columbia, MO 65201. Phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.
 Melinda Bobbitt, CPPO
 Director, Boone County Purchasing
 Insertion date: December 27, 2019
 COLUMBIA MISSOURIAN

2020 SOLE SOURCE APPROVAL				Commission Order #				
Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #	
Aldon Computer Group a Subsidiary of Rocket Software, Inc.	Information Technology	Maintenance for Aldon Computer Software - Rocket Software - Life Cycle Manager	On-going on maintenance	10/23/12 - Dan Atwill; c.o. 518-2012	\$8,993.00	Yes	110-123113SS (renewed through 12/31/19)	
Alive Telecom	Joint Communications	Multi-Section Base Station Antennas	12/31/2016 (3 renewals)	C.O. 174-2015	\$12,000.00	Yes	121-123116SS (renewed through 04/30/19)	
Axon Enterprise (used to be Taser International)	Sheriff	Tasers and Cartridges (used to buy on sole source 116-123114ss)	On-Going		\$5,378.56		127-123116SS (renewed through 12/31/18)	
Blue Valley Public Safety Inc.	Emergency Management	Siren Maintenance	On-Going on Maintenance		\$43,632.00		124-123116SS (renewed through 12/31/19)	
C&C Group (used to be Invensys Building Sytems)	Facilities Maintenance	Temperature control system Service Agreement for HVAC located at the Boone County Court House, Government Center and Jail to monitor existing Invensys's equipment.	Expired - needs new contract	4/18/02 - Karen Miller		Yes	18-123102	
Carahsoft Technology Corporation	Sheriff	Annual Cellebrite software service for (2) UFED Touch Ultimate Kits (for cellular device forensics)	On-going for annual support		\$6,396.00		136-123116SS (renewed through 12/31/19)	
CarteGraph	Road & Bridge	Upgrade of exising work order and asset management software system. Add Storm Inlets Module.	On-going on maintenance & yearly subscription		\$62,995.28		137-123117SS (expires 12/31/19)	

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Central Square Technologies (formerly Superior)	Information Technology	Computer Aided Dispatch System (CAD)	On-going for upgrades and maintenance	6/23/2016	\$671,142.00	Yes	129-123116SS (Renewed through 03/31/19)
City of Columbia Water and Light	Information Technology	Fiber Optic Cable Installation and Lease	On-going	12/20/04 - Skip Elkin		Yes	51-123105 (renewed through 12/31/19)
Collective Data	Road & Bridge	Annual Software Support, Maintenance, and Insurance for CollectiveFleet Software	1/20/2024	2/26/2019	\$10,725.20	Yes	145-012024SS
Corsair Controls	Sheriff	Upgrade to Jail Door Locking System	On-Going	8/1/06 - Skip Elkin		Yes	70-123106SS (renewed through 12/31/19)
Cybernetics	Information Technology	Virtual Tape Disk Backup (D2D2T)	On-Going on Maintenance	1/28/05 - Karen Miller	\$1,935.00	Yes	55-123105 (renewed through 12/31/19)
DocPath Corp	Information Technology	DocPath Software Maintenance, support, repairs, modifications for any DocPath licensed program product	On-going on maintenance		\$6,100.00		146-123119SS

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Applied Power Systems is the exclusive representative for Eaton Corporation	Joint Communications	Uninterruptible Power Supply (UPS) maintenance plan; equipment	On-Going		\$2,795.00		133-123116SS (renewed through 12/31/19) Rebid in 2019 - we've had a vendor say they can provide this plan. William Cox. United Power & Battery. Phone: 800-306-1125, extension 5533. wcox@unitedpowerups.com
Election Systems & Software, Inc.	Boone County Clerk	Election Ballot Stock	On-Going	Don Stamper - 5/7/02	\$.09/sheet - varies by election - over \$10,000	Yes	21-123102 (renewed through 12/31/19)
Election Systems & Software, Inc.	Boone County Clerk (Elections & Voter Registration)	Voting Equipment Supplies and Equipment Maintenance	On-Going		Varies by election		112-123113SS (renewed through 12/31/19)
Entrinski Inc.	Information Technology	Informer Web Reporting Software and Dashboards	On-Going		\$36,555.00		135-123116SS (renewed through 12/31/19)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Federal Signal	Emergency Management	Sirens	10/31/2018		Term & Supply		143-103118SS (renewed through 10/31/19)
First Christian Church	Facilities	Parking Lot Rental	On-Going	3/8/11 C.O. 89-2011	\$17,000.00	Yes	102-123111SS (renewed through 12/31/19)
GeoComm Inc.	Information Technology	GeoLyn Server Dispatch Mapping (CAD Software)	On-Going		\$177,288.00		138-123117SS (expires 2/29/20)
Grayshift	Sheriff	Grey Key iOS Forensics Software License and Support	On-Going	11/26/19 C.O. 505-2019	\$15,075.00	Yes	148-123119SS
GW Van Keppel	Road & Bridge	Repair and parts for Chip/Seal Spreader and oil distributor	On-Going	12/18/2001		Yes	07-123102 (renewed through 12/31/19)
Henke Manufacturing Corporation	Road & Bridge	Snow Plow Parts	On-Going	Ken Pearson 12/30/10 - C.O. 610-2010		Yes	100-123111SS (renewed through 12/31/19)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
iCounty (formerly Mobilis)	Recorder of Deeds	Software Maintenance for iRecord System	On-Going	1/17/2008		Yes - C.O. 41-2008	79-123108SS (renewed through 12/31/19)
Informer Systems	Joint Communications	Schedule Express Subscription Services	On-Going	9/26/17 C.O. # 423-2017	\$9,720.00	Yes	140-123117SS (expires 8/31/19)
International Academies of Emergency Dispatch (IAED)	Joint Communications	Re-certification for 911 operators and renewal of departmental accreditations	On-Going		Up to \$10,000/year		131-123116SS (renewed through 12/31/19)
Knapheide Truck Equipment Company	Road & Bridge	Hydraulic Parts and Repairs for Heavy Trucks	On-Going	2/5/02 - Karen Miller		Yes	13-123102 (renewed through 12/31/19)
KNOWiNK	County Clerk	Software licensing & services for our current pollpads used in county elections. Allows us to checkin voters into each polling place efficiently.	3 Years	9/17/2019	\$42,500/annually /3 year contract	Yes	147-123119SS
Locution Systems LLC	Joint Communications	Prime Alert Rdio PTT System and PrimeAlert Radio System PCs	One-time, then on-going on maintenance		\$179,300.00		139-123117SS (expires 12/14/19)
Maintenance Connection	Facilities Maintenance	Work Order Management Software Maintenance	On-going on maintenance	5/1/2012	\$2,696.00	Yes, C.O. 220-2012	108-123112SS (expires 12/31/19)
Michaels, Ross and Cole, Ltd.	Information Technology	Maintenance & Warranty Agreement for m-Power Database Licenses	On-Going	3/31/15 - c.o. 134-2015	\$9,108.00	Yes	120-123115SS (renewed through 12/31/19)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Priority Dispatch	Joint Communications	Licenses & maintenance for call taking software system (ProQA) and Quality Assurance software (AQUA); National Q quality assurance program (call review service); training courses	On-Going		\$116,000.00		134-123116SS (renewed through 3/30/19)
PTS Solutions, Inc. (formerly I/TX Information Technology Solutions, Inc.)	Information Technology	SI-3000 System - (Mugshot) Software Maintenance Agreement	Not needed after 2020 - do not renew	11/21/02 - Don Stamper - Commission Order 489-2002	6700 (10,007.64 for 2009)	Yes - CO 489-2002	29-123103 (Renewed through 12/31/20)
Rave Wireless, Inc. (Rave Mobile Safety)	Joint Communications	Smart911 Subscription	6/29/15 (2 renewals)	7/22/14 Dan Atwill	\$20,000/yr	Yes, C.O. 354-2014	114-063015SS (renewed through 12/31/19)
Real Vision Software, Inc.	Information Technology	Annual software support for Real Vision Software IBM Power System	On-Going	6/21/11 - Ed Robb	\$4,500.00	C.O. 232-2011	104-123111SS (renewed through 12/31/19)
Rife, Tom and Isabel	Facilities	Parking Lot Rental - lot 355 & lot 348 in close proximity to the Boone County Government Center	On-Going	1/12/10 - Ken Pearson, c.o. 38-2010		Yes	93-123110SS (renewed through 12/31/18)
SF Mobile-Vision Inc. (formerly L-3 Communications Mobile Vision)	Sheriff	Video Camera Systems for Patrol Cars and body worn video cameras plus yearly maintenance agreement	On-going	c.o. 11-2009		Yes	84-123109SS (renewed through 12/31/19)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
Source Molecular	Resource Management	E-Coli Bacterial DNA Water Testing	On-Going	12/5/17 - Daniel Atwell	\$9,072.00	C.O. 535-2017	141-123117SS (expires 12/31/19)
Stenograph, LLC	Court Administration	Software Support of Stenograph software for court reporter steno machines	On-Going	3/24/05 - Skip Elkin	\$1,425.00	Yes	59-123105 (Renewed through 12/04/20)
Sutron	Resource Management	Accubar constant flow bubbler w/temperature sensor and enclosure (for Greater Bonne Femme Watershed)	On-Going		\$17,433.00		125-043017SS (expires 04/30/19)
Sydenstricker Implement Company	Road & Bridge	John Deere tractor service	On-Going	2/28/2009		Yes - C.O. 349-2009	88-123109SS (renewed through 12/31/19)
Sympro Inc.	Treasurer	Annual Maintenance and Support Renewal - Sympro Treasury Mgt Software	On-Going	5/23/06 - Skip Elkin		No	66-123106SS (renewed through 12/31/19)
Teamintel, LLC	Sheriff	STC-25 cellular transmission and recording device	One-Time	6/25/2015	\$8,040.00	Yes - C.O. 262-2015	119-033115SS (renewed through 12/31/19)
Tech Global	Information Technology	Dynamic Touch Monitors	On-Going		\$29,750.00		132-123116SS (renewed through 12/31/19)

Vendor Name	Originating Office	Product Description	Expiration Date	Date signed by Commission	Purchase Price	Approved Y/N	Sole Source #
TimeClock Plus	Information Technology	Equipment, Maintenance and Support	One time on hardware, then on-Going on Maintenance on hardware (software under the ERP contract)		\$18,308.19		149-123119SS
TX-RX Systems Inc (a unit of Bird Technologies)	Joint Communications / Commission	Radio Signal Equipment	On-Going	4/28/2015	\$0.00	C.O. 188-2015	122-123115SS (renewed through 12/31/19)
Worksright Software, Inc.	Information Technology	Maintenance on Per Postal Software - per Zip/Per Sort	On-Going	1/8/2009		Yes - C.O. 4-2009	86-123109SS (renewed through 12/31/19)
Blue color signifies last number used.							

Details
Only source for annual software updates and maintenance on existing software.
Multi-section tower mounted antennas used in land mobile/two-way radio system to accommodate system needs for PSJC transmit sites. Custom making for Boone County to match existing.
Vendor sells direct. No distributors. Proprietary.
Only authorized service center for Missouri for Federal Signal Corporation brand equipment
Used for upgrades to existing vendor specific software. Only available from this vendor.
Cellebrite is the sole provider of devices and annual support.
Currently use Cartegraph Navigator software thus existing work and asset data can be more easily utilized in the upgraded version (OMS).

Details

CAD must be compatible and integrate with existing software including Naviline Select RMS and SunGuard Jail Management Systems.

Only feasible source for existing fiber optic cables at Johnson Bldg, Child Support, Road & Bridge & Sheriff Dept.

Sole source for maintenance on existing software

Only source of equipment compatible with existing system

Only manufacturer of technology that supports existing system

Only authorized vendor to provide support and maintenance for their form overlay software that we use for tax bill and personal property declaration creation.

Details

Only authorized service support provider for proprietary Eaton UPS products

Only production source for copyrighted ballot stock that is compatible with existing ballot scanners.

Only source available for maintenance on existing ES&S equipment.

This software has been used for years to create a catalog of reports across multiple user agencies. To use all features of the existing reports, we will need to process them in Informer which is proprietary to Entrinsik.

Details

We have Federal Signal brand (Federal Commander Digital System) components and other siren systems cannot be combined. Federal Signal is the sole proprietor of that brand. Blue Valley Public Safety will be doing the installation and providing maintenance. Blue Valley has a cooperative contract through MARC.

Only source available for lease of specific lot in close proximity to Government Center.

Grayshift manufactures and sells Grey key software; it has only one other authorized partner (Magnet Forensics) allowed to sell but Grayshift sets the price and Magnetic Forensics is not allowed to sell at lower cost. Using limited short-term discount rationale for single feasible source - discounted price expires 10/11/19.

Made-to-order machine maintenance;
Only authorized distributor for parts/repair on Entyre Equipment in MO/KS.

Only source for comprehensive list of parts and repair for snow plows purchased from this vendor.

Details

Only source for maintenance of existing equipment.

Subscription service is the only scheduling software that possesses unique features needed by the Boone County Joint Communications Office per the 8/17/17 letter from Mark Musick, CEO of Informer Systems

Service is proprietary. Non-profit Accreditation agency, sets the standards for accreditation and certification.

Only authorized dealer for parts/repairs of Knapheide equipment in our area

KNOWiNK has created customized software for Boone County that allows functionality not used in any other county.

Specialized computer based hardware system used for dispatching emergency calls at ECC

Software support and maintenance for existing equipment/software purchased from this vendor.

Only source for maintenance of database licenses

Details

Only contracts provider of protocol systems of the accrediting agency, International Academies of Emergency Dispatch (IAED)

Only known source for critical system upgrades and online tech support for the existing mugshot system purchased from this vendor

Subscription for Smart911 - access to citizen information. Citizens can enter any information that they want 911 to have about their residence/family.

Only source available for software support and updates to software purchased from RVI

Only source available for lease of specific lot in close proximity to Government Center.

Only one source available for maintenance on existing systems purchased by this vendor.

Details

Source Molecular is the only commercial laboratory producing US EPA developed and patented microbial source tracking markers for human, dog, cow and chicken associated bacteroidetes. This kind of testing is needed by the County to address high E-Coli levels in County streams cited by Missouri DNR for contaminants.

Sole source for maintenance on existing court reporter software.

Equipment is proprietary, they have no authorized resellers and work must be performed by their technicians to maintain a valid warranty.

Sydenstricker is the only feasible source available to provide repair service in our local area. There are other John Deere service centers in Missouri, but the cost of transporting would be prohibitive.

Only source to provide maintenance to the existing software.

Only source to provide these camera systems using cellular technology used by Sheriff Dept for this application

Only source that can provide the Dynamic touch monitors that go with the Viper System at the ECC

Details

No distributors for hardware. Can only be purchased direct from TimeClock Plus.

System components must be compatible with existing system. Customized to us to be unique to our equipment.

Workright is the only vendor that can supply software upgrades to the existing software which was purchased from them.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of

January

20 20

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 06-26JUL19 – Medical Services to Advanced Correctional Healthcare of Peoria, Illinois.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 2nd day of January 2020.

ATTEST:

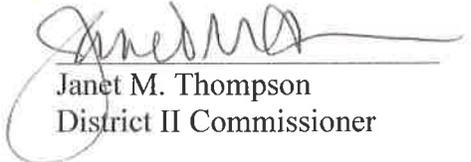

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: October 23, 2019
RE: 06-26JUL19 – Medical Services

Request for Proposal 06-26JUL19 solicited proposals for Medical Services for the Boone County Sheriff's Department. Only one proposal was received. The proposal from Advanced Correctional Healthcare of Peoria, Illinois has been reviewed by an Evaluation Committee which has found the proposal acceptable.

The proposal has been recommended for award as the lowest and best proposal. It is noted for the Commission and the record that the RFP was advertised, posted and available for download from the Internet in an effort to obtain competitive proposals. Only the one proposal was received; a rebid would not likely result in obtaining more offers.

The initial contract period will run from June 1, 2020 through May 31, 2021. There are four (4) one-year renewal options available.

Payment will be paid from the following Department/Account:

- Department: 1255, Corrections/Account: 85620, Other Medical - \$684,733.38

/lp

cc: Gary German
File RFP

Commission Order # _____

**PURCHASE AGREEMENT
FOR
MEDICAL SERVICES**

THIS AGREEMENT dated the 2nd day of January 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Advanced Correctional Healthcare, Inc.** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Medical Services**, County of Boone Request for Proposal (RFP) number **06-26JUL19** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Boone County Standard Terms and Conditions, as well as the Contractor's proposal response dated **7/24/19**, executed by **Jaime Oehlwein**, on behalf of the Contractor and **Best and Final Offer #1 dated 9/13/19** executed by **Jessica Young** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, the un-executed proposal Vendor Response/Pricing Page(s), Certification Regarding Lobbying, Certification Regarding Debarment, Work Authorization Certification, Boone County Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Period – The contract period shall be **June 1, 2020 through May 31, 2021**. The County shall have the option to renew the contract for four(4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Medical Services as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response for Basic Medical Services:

Line Item 5.1.1 - Basic Medical Services - Total Annual Price: \$684,733.38

For provision of medical services including 168-hours/week nursing coverage of which 36-hours is RN service/week, and 40-hours/week QMHP staffing for the contracted ADP of 211 detainees, i.e., 132 hours LPN, 36 hours RN, and 40 hours QMHP.

Line Item 5.1.5 - County Detainees ADP Adjustment Price Per Diem Per Detainee: For when the actual ADP for the quarter falls above or below the contracted ADP of 211 detainees per day per quarter to be applied only to the number of County detainees above or below the ADP for the quarter: **\$ 0.41 Per Diem Per Detainee, ADP Adjustment.**

Line Item 5.1.6 - Non -County Detainee Price Per Diem Per Detainee:

For Non-County detainees to cover the costs of incidental medical expenses: **\$0.41 Per Diem Per Non-County Detainee.**

4. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

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

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

ADVANCED CORRECTIONAL HEALTHCARE, INC.

DocuSigned by:
 By: Jessica Young
 649C2A13FE0F4EF...
 Title: President

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
Charley J. DeBane
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by MT
 Boone County Clerk

AUDITOR CERTIFICATION

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

Fund: 1255 - Account: 85620: \$684,733.38

DocuSigned by:	12/20/2019	
		
Signature	Date	Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Proposal and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this proposal on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in proposal process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the proposal.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
12. No proposal transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular proposal should be directed to the Purchasing Department prior to proposal opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

BEST AND FINAL OFFER FORM #1

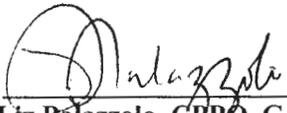
BOONE COUNTY, MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: RFP 06-26JUL19 – Medical Services

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror's proposal.

By: 
Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: Advanced Correctional Healthcare

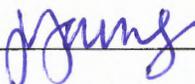
Address: 3922 Baring Trace

Peoria, IL 61615

Telephone: (309) 692-8100 Fax: (309) 214-9977

Federal Tax ID (or Social Security #): 36-4495255

Print Name: Jessica Young Title: president

Signature:  Date: 9/13/19

Contact Name and E-Mail Address to receive documents for electronic signature:
Jessica Young jessica.young@advancedch.com

BEST AND FINAL OFFER FORM #2

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: RFP 06-26JUL19 – Medical Services

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of **RFP 06-26JUL19 – Medical Services** have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in ***bolded and italicized*** font.

1. Paragraph 3.1.2(h) has been **REVISED** as follows:

3.1.2(h) Pool Account: This is a designation for payment regarding qualifying medical expenses. The Boone County Sheriff budgets \$30,000.00 per year for medical expenses that qualify for coverage to help compensate out-of-pocket expenses a contractor incurs paying for off-site medical services delivered to Boone County inmates. ***The Pool Account money is paid in 1/12th increments monthly in addition to the pro-rated annual total price quoted on the Vendor Response and Pricing Pages.***

2. Paragraph 3.17.1 has been **REVISED** as follows:

3.17.1 Invoicing and Payments: ***The contractor shall submit to the County, on a monthly basis, an invoice for the annual contracted total price divided by 12. Pool money shall be included in the annual total that is to be prorated and invoiced to the County. Every quarter the contractor shall submit an itemization showing the contracted ADP count, or the actual detainee census count total for the quarter based on census counts provided to the contractor by the County. Any adjustments shall be assessed using the applicable quoted Per Diem Per Detainee ADP Adjustment Price. Any amount due the County based on an ADP that falls below the contracted count for the quarter shall be credited to the County, see also requirements stated in paragraphs 3.17.4, 3.17.4(a) and 3.17.4(b). Approved invoices will be processed by the County for payment within thirty (30) calendar days.*** The contractor shall invoice and be paid in accordance with firm, fixed prices shown on the Vendor Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Sheriff's Department at the following address:

Boone County Sheriff's Department
2121 County Road
Columbia, Missouri 65202

3. Paragraph 3.17.2 has been **REVISED** as follows:

3.17.2 Purchases and Expenses: The taxes or costs described below shall be borne by the contractor and shall be built into **quoted pricing**:

4. Paragraph 3.17.4 has been **REVISED** as follows:

3.17.4 **ADP Adjustment Per Diem**: The contractor shall understand and agree that **ADP adjustment** per diem rate(s) shall cover additional costs in those instances where minor, short-term changes in the detainee population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the detainee population grows significantly and is sustained. The contractor shall request the monthly count for these separate populations on a quarterly basis.

5. Paragraph 3.17.6(a) has been **REVISED** as follows:

3.17.6(a) For purposes of facilitating payment to outside-medical providers, the County will pay the contractor 1/12th of the **Pool Account (\$30,000.00)** for the duration of the contract year, in addition to the **pro-rated annual total price**, plus any other quarterly reconciliations that are addressed in the contract to which the contractor is entitled. All invoicing the contractor submits to the County shall correspond to the actual contract year and "Pool Account" designation and shall be labeled and identified by the contractor on the contractor's invoices to the County.

Medical Services Basic+ 40 RN/80QMHP

For provision of medical services as defined herein including *a total of 208-hours/week nursing coverage that includes an additional 40-hours RN service/week*, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees, *i.e., 132 hours LPN, 76 hours RN, and 80 hours QMHP.*

5.1.4 \$ 910,900.08 Total Annual Price

*****ADP Adjustment Price – Applies to Any of the Above Pricing Options*****

County Detainees ADP Adjustment Price Per Diem Per Detainee:

When the actual ADP for the quarter falls above or below the contracted ADP of 211 detainees per day per quarter, quote a firm, fixed per detainee per diem price to be applied only to the number of County detainees above or below the ADP for the quarter.

5.1.5 \$ 0.41 Per Diem Per Detainee, ADP Adjustment

*****Non-County Detainee Price – Applies to Any of the Above Pricing Options*****

Non -County Detainee Price Per Diem Per Detainee:

Quote a separate per diem per detainee price for Non-County detainees to cover the costs of incidental medical expenses.

5.1.6 \$ 0.41 Per Diem Per Non-County Detainee

All other questions of the original Vendor Response and Pricing Pages remain the same. ACH has the option of providing additional information but is not required to do so. All original information ACH has previously submitted with the exception of pricing shall be considered the same and regarded as such for the evaluation.

BEST AND FINAL OFFER FORM #4 - RFP 06-26JUL19 – Medical Services

**Advanced Correctional Healthcare, Inc.
Best and Final Offer Request #1**

Concerns/Questions:

1. Advanced Correctional Healthcare, Inc. refers to “208 Nursing Hours Annual Program” on its inserted Pricing Page, however direct nursing hours are described as “RN 36 hours per week; LPN 132 hours per week.” The two amounts add-up to 168 hours.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall clarify its representation of “208” nursing hours when direct nursing hours amount to 168 hours weekly.

2. Related to the above, if the 40-hours per week represented for the Qualified Mental Health Professional (QMHP) explain the total 208 hours (because $168 + 40 = 208$ total hours), is it the case that the Qualified Mental Health Professional is also a nurse?

In its BAFO #1 Response, if it is the case that the 40-hours QMHP are counted in the total of 208 nursing hours, then Advanced Correctional Healthcare, Inc. must elaborate on the QMHP’s nursing credentials and what nursing duties the QMHP will assume.

3. Advanced Correctional Healthcare, Inc. makes repeated reference to annual Pool Account funds amounting to \$55,000.00. RFP 06-26JUL19 says in multiple paragraphs that the County’s annual Pool Account funds amount to \$30,000.00 (see paragraphs 3.1.2 (h), 3.1.2 (i), 3.17.6, and 3.17.6(d)). The County will only allocate \$30,000.00 annually as Pool Account funds.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall modify its references to the Pool Account of \$55,000.00, and otherwise present an offer including any pricing adjustments as may be necessary that are premised on the Pool Account having \$30,000.00 annually for payment of outside medical services.

4. Advanced Correctional Healthcare, Inc. states in its proposal: “Due to the nature of correctional healthcare, ACH requests, on behalf of its people, for security officers to be present during sick call sessions, especially while our people are assessing patients who are located in segregation or may have more dangerous housing classifications.” The County is committed to provision of security consistent with RFP paragraphs 3.14.10 (c)(ii) and 3.16.2. Because of staffing limitations, the County unfortunately cannot accommodate a request to have security officers present during sick calls.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall acknowledge the County’s position on this request.

5. Advanced Correctional Healthcare, Inc. states in its proposal: “In the event the contractual agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.” The County finds this statement not completely consistent with the requirement stated in RFP paragraph

3.17.6(g) which says: “In the event the contract is terminated prior to the twelve (12) month Pool Account term, any remaining money remaining in the pool, after paying all invoices to other service providers for services performed, shall be returned in full to the County.”

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall clarify its statement and also indicate that the requirements of RFP paragraph 3.17.6(g) shall apply and govern any resulting contract.

BEST AND FINAL OFFER FORM #4 - RFP 06-26JUL19 - Medical Services

**Advanced Correctional Healthcare, Inc.
Best and Final Offer Request #1**

Concerns/Questions:

1. Advanced Correctional Healthcare, Inc. refers to "208 Nursing Hours Annual Program" on its inserted Pricing Page, however direct nursing hours are described as "RN 36 hours per week; LPN 132 hours per week." The two amounts add-up to 168 hours.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall clarify its representation of "208" nursing hours when direct nursing hours amount to 168 hours weekly.

RESPONSE: We made a mistake. The 208 "nursing" hours accidentally included 40 hours of QMHP. § 5.1.1 should have represented 132 hours LPN, 36 hours RN, and 40 hours QMHP – totaling 168 direct nursing hours.

2. Related to the above, if the 40-hours per week represented for the Qualified Mental Health Professional (QMHP) explain the total 208 hours (because $168 + 40 = 208$ total hours), is it the case that the Qualified Mental Health Professional is also a nurse?

In its BAFO # 1 Response, if it is the case that the 40-hours QMHP are counted in the total of 208 nursing hours, then Advanced Correctional Healthcare, Inc. must elaborate on the QMHP's nursing credentials and what nursing duties the QMHP will assume.

RESPONSE: N/A; please see BAFO # 1 Response above.

3. Advanced Correctional Healthcare, Inc. makes repeated reference to annual Pool Account funds amounting to \$55,000.00. RFP 06-26JUL 19 says in multiple paragraphs that the County's annual Pool Account funds amount to \$30,000.00 (see paragraphs 3.1.2 (h), 3.1.2 (i), 3.17.6, and 3.17.6(d)). The County will only allocate \$30,000.00 annually as Pool Account funds.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall modify its references to the Pool Account of \$55,000.00, and otherwise present an offer including any pricing adjustments as may be necessary that are premised on the Pool Account having \$30,000.00 annually for payment of outside medical services.

RESPONSE: We agree to modify our references to the Pool Account and hereby present an offer including pricing adjustments as were necessary premised on the Pool Account having \$30,000.00 annually for payment of outside medical services.

4. Advanced Correctional Healthcare, Inc. states in its proposal: "Due to the nature of correctional healthcare, ACH requests, on behalf of its people, for security officers to be present during sick call sessions, especially while our people are assessing patients who are located in segregation or may have more dangerous housing classifications." The County is committed to provision of security consistent with RFP paragraphs 3.14.10 (c)(ii) and 3.16.2. Because of staffing limitations, the County unfortunately cannot accommodate a request to have security officers present during sick calls.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall acknowledge the County's position on this request.

RESPONSE: We acknowledge the County's position and understand that this facility does not, as a general rule, have security officers present during sick calls. We also appreciate that historically, a security officer has been close by during sick calls and that the County has provided a safe environment for our health care team.

5. Advanced Correctional Healthcare, Inc. states in its proposal: "In the event the contractual agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county." The County finds this statement not completely consistent with the requirement stated in RFP paragraph 3.17.6(g) which says: "In the event the contract is terminated prior to the twelve (12) month Pool Account term, any remaining money remaining in the pool, after paying all invoices to other service providers for services performed, shall be returned in full to the County."

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall clarify its statement and also indicate that the requirements of RFP paragraph 3.17.6(g) shall apply and govern any resulting contract.

RESPONSE: We agree that in the event the contract is terminated prior to the twelve (12) month Pool Account term, any remaining money remaining in the pool, after paying all invoices to other service providers for services performed, shall be returned in full to the County. The requirements of RFP paragraph 3.17.6(g) shall apply and govern any resulting contract.

Advanced Correctional Healthcare, Inc.

Leadership

At ACH, we believe in transparency. We understand that in our line of work, clients can't waste time wondering who to contact. At any time, we welcome you to contact any member of our leadership team.

Our Leadership Team



Dr. Norman Johnson, Chairman of the Board

(309) 648-3056

DrJ@advancedch.com

Dr. Johnson, FACP, ABAM, began ACH over 17 years ago. Contact him with any questions or concerns regarding ACH.



Jessica Young, President

(309) 550-8166

Jessica.Young@advancedch.com

Ms. Young, Esq., CCHP, has been with ACH for over 13 years. Contact her with any questions or concerns regarding ACH.



Dr. Travis Schamber, Corporate Medical Director

(309) 256-5132

Travis.Schamber@advancedch.com

Dr. Schamber, CCHP, has been with ACH for over 2 years. Contact him with questions regarding medical operations and LGBTQ+ services.



Dr. Melissa Caldwell, Vice President of Mental Health Services

(262) 443-3026

Melissa.Caldwell@advancedch.com

Dr. Caldwell, CCHP-MH, Clinical-Forensic Psychologist, has been with ACH for over 10 years. Contact her with questions regarding mental health services, including our officer wellness program.



Dr. Angela Moriarity, Vice President of Human Resources
(309) 692-8100
Angela.Moriarity@advancedch.com

Dr. Moriarity, SHRM-SCP, CCHP, has been with ACH for over 13 years. Contact her with questions regarding health care employees.



Jaime Oehlwein, Vice President of Finance
(309) 692-8100
Jaime.Oehlwein@advancedch.com

Ms. Oehlwein has been with ACH for over 2 years. Contact her with questions regarding claims and billing.



Amanda Miller, Director of Medical Operations: Western Division
(816) 519-4755
Amanda.Miller@advancedch.com

Ms. Miller, RN, BSN, CCHP, has been with ACH for over 3 years. Contact her with questions regarding medical operations.



Carrie Reindollar, Director of EMR Operations and Training
(812) 599-2382
Carrie.Reindollar@advancedch.com

Ms. Reindollar, LPN, BSBA, CCHP, has been with ACH for over 12 years. Contact her with questions regarding training and electronic medical records.

www.advancedch.com

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Boone County Purchasing



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

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

August 29, 2019

Advanced Correctional Healthcare, Inc.
3922 W. Baring Trace
Peoria, IL 61615

Via E-mail: jessica.young@advancedch.com

RE: Best and Final Offer (BAFO) Request #1 to RFP 06-26JUL19 – Medical Services

Dear Ms. Young:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are four attachments.

The **first** attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response.

The **second** attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, as well as acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, a **third** attachment that is being provided with this letter is an "update" to the Vendor Response and Pricing Pages. The offeror is advised to use providing pricing blanks and to complete the new section of the pricing that is presented in BAFO Request #1.

The **fourth** attachment is a listing of concerns/questions regarding the Advanced Correctional Healthcare proposal that the County requests Advanced Correctional Healthcare specifically address in its BAFO #1 Response.

Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

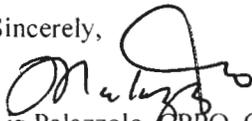
Please provide a **written sealed response** no later than by **Noon (12:00 P.M.) on September 9, 2019**. Your company's Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer

of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

cc: Evaluation Committee Members
RFP File

Attachments: Best and Final Offer (BAFO) #1 Form, BAFO #1 Revisions List, BAFO #1 Vendor Response Pages, BAFO #1 Concerns

Boone County Purchasing



Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

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

September 5, 2019

Advanced Correctional Healthcare, Inc.
3922 W. Baring Trace
Peoria, IL 61615

Via E-mail: jessica.young@advancedch.com

RE: Best and Final Offer (BAFO) Request #1 to RFP 06-26JUL19 – Medical Services

Dear Ms. Young:

This letter updates the BAFO #1 Request letter dated August 29, 2019. This letter is an updated official request by the County of Boone - Missouri to enter into competitive negotiations with your organization. Included with this letter are four attachments.

The **first** attachment is a Best and Final Offer Request #1 Form for this Request for Proposal. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed BAFO response.

The **second** attachment is a BAFO #1 RFP Revisions List that identifies changes and revisions made to the Request for Proposal. Said changes are part of this Best and Final Offer Request. Your Best and Final Offer #1 response shall acknowledge the revisions. You may do so by specifically incorporating a direct response in your Best and Final Offer to each revision, as well as acknowledge your acceptance of all revisions by signing the Best and Final Request #1 form.

In your response to BAFO Request #1, you may make any modification, addition, or deletion deemed necessary to your proposal. While it is not necessary for you to resubmit your entire proposal, a **third** attachment that is being provided with this letter is an “update” to the Vendor Response and Pricing Pages. The offeror is advised to use providing pricing blanks and to complete the new section of the pricing that is presented in BAFO Request #1.

The **fourth** attachment is a listing of concerns/questions regarding the Advanced Correctional Healthcare proposal that the County requests Advanced Correctional Healthcare specifically address in its BAFO #1 Response.

Please understand that your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

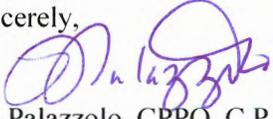
Please provide a **written sealed response** no later than by **Noon (12:00 P.M.) on September 16, 2019**. Your company’s Best and Final Offer will be subject to evaluation in addition to the original proposal.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone

else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to me, the Buyer of Record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this request, please call (573) 886-4392 or e-mail lpalazzolo@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Liz Palazzolo, CPPPO, C.P.M.
Senior Buyer

cc: Evaluation Committee Members
RFP File

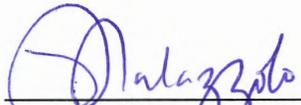
Attachments: Best and Final Offer (BAFO) #1 Form, BAFO #1 Revisions List, BAFO #1 Vendor Response Pages,
BAFO #1 Concerns

**BEST AND FINAL OFFER FORM #1
BOONE COUNTY, MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 06-26JUL19 – Medical Services**

BEST AND FINAL OFFER FORM #1

This Best and Final Offer (BAFO) is issued in accordance with the Instructions to Offerors and is hereby incorporated into and made a part of any resulting Contract Documents between the offeror and Boone County.

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with offeror’s proposal.

By: 
Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

BEST AND FINAL OFFER FORM #2
BOONE COUNTY - MISSOURI
PROPOSAL NUMBER AND DESCRIPTION: RFP 06-26JUL19 – Medical Services

BAFO #1 REVISIONS LIST

This BAFO #1 Revisions List is hereby incorporated into and made a part of the Request for Proposal Documents. The offeror is reminded that receipt of this Revisions List must be acknowledged and submitted along with the Best and Final Offer via sealed mail to:

Boone County Purchasing
Attn: Liz Palazzolo
613 E. Ash Street
Columbia, Missouri 65201

OFFEROR RESPONSE TO CHANGED REQUIREMENTS: Requirements of **RFP 06-26JUL19 – Medical Services** have been revised by the BAFO Request #1 as follows:

NOTE: All changes as a result of this BAFO request to existing text are noted in ***bolded and italicized*** font.

1. Paragraph 3.1.2(h) has been **REVISED** as follows:

3.1.2(h) Pool Account: This is a designation for payment regarding qualifying medical expenses. The Boone County Sheriff budgets \$30,000.00 per year for medical expenses that qualify for coverage to help compensate out-of-pocket expenses a contractor incurs paying for off-site medical services delivered to Boone County inmates. ***The Pool Account money is paid in 1/12th increments monthly in addition to the pro-rated annual total price quoted on the Vendor Response and Pricing Pages.***

2. Paragraph 3.17.1 has been **REVISED** as follows:

3.17.1 Invoicing and Payments: ***The contractor shall submit to the County, on a monthly basis, an invoice for the annual contracted total price divided by 12. Pool money shall be included in the annual total that is to be prorated and invoiced to the County. Every quarter the contractor shall submit an itemization showing the contracted ADP count, or the actual detainee census count total for the quarter based on census counts provided to the contractor by the County. Any adjustments shall be assessed using the applicable quoted Per Diem Per Detainee ADP Adjustment Price. Any amount due the County based on an ADP that falls below the contracted count for the quarter shall be credited to the County, see also requirements stated in paragraphs 3.17.4, 3.17.4(a) and 3.17.4(b). Approved invoices will be processed by the County for payment within thirty (30) calendar days.*** The contractor shall invoice and be paid in accordance with firm, fixed prices shown on the Vendor Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Sheriff's Department at the following address:

Boone County Sheriff's Department
2121 County Road
Columbia, Missouri 65202

3. Paragraph 3.17.2 has been **REVISED** as follows:

3.17.2 Purchases and Expenses: The taxes or costs described below shall be borne by the contractor and shall be built into **quoted pricing**:

4. Paragraph 3.17.4 has been **REVISED** as follows:

3.17.4 ADP Adjustment Per Diem: The contractor shall understand and agree that **ADP adjustment** per diem rate(s) shall cover additional costs in those instances where minor, short-term changes in the detainee population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the detainee population grows significantly and is sustained. The contractor shall request the monthly count for these separate populations on a quarterly basis.

5. Paragraph 3.17.6(a) has been **REVISED** as follows:

3.17.6(a) For purposes of facilitating payment to outside-medical providers, the County will pay the contractor 1/12th of the **Pool Account (\$30,000.00)** for the duration of the contract year, in addition to the **pro-rated annual total price**, plus any other quarterly reconciliations that are addressed in the contract to which the contractor is entitled. All invoicing the contractor submits to the County shall correspond to the actual contract year and "Pool Account" designation and shall be labeled and identified by the contractor on the contractor's invoices to the County.

Medical Services Basic+ 40 RN/80QMHP

For provision of medical services as defined herein including **a total of 208-hours/week nursing coverage that includes an additional 40-hours RN service/week**, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees, **i.e., 132 hours LPN, 76 hours RN, and 80 hours QMHP.**

5.1.4 \$ _____ **Total Annual Price**

*****ADP Adjustment Price – Applies to Any of the Above Pricing Options*****

County Detainees ADP Adjustment Price Per Diem Per Detainee:

When the actual ADP for the quarter falls above or below the contracted ADP of 211 detainees per day per quarter, quote a firm, fixed per detainee per diem price to be applied only to the number of County detainees above or below the ADP for the quarter.

5.1.5 \$ _____ Per Diem Per Detainee, ADP Adjustment

*****Non-County Detainee Price – Applies to Any of the Above Pricing Options*****

Non -County Detainee Price Per Diem Per Detainee:

Quote a separate per diem per detainee price for Non-County detainees to cover the costs of incidental medical expenses.

5.1.6 \$ _____ Per Diem Per Non-County Detainee

*All other questions of the original Vendor Response and Pricing Pages **remain the same**. ACH has the option of providing additional information but is not required to do so. All original information ACH has previously submitted with the exception of pricing shall be considered the same and regarded as such for the evaluation.*

BEST AND FINAL OFFER FORM #4 - RFP 06-26JUL19 – Medical Services

**Advanced Correctional Healthcare, Inc.
Best and Final Offer Request #1**

Concerns/Questions:

1. Advanced Correctional Healthcare, Inc. refers to “208 Nursing Hours Annual Program” on its inserted Pricing Page, however direct nursing hours are described as “RN 36 hours per week; LPN 132 hours per week.” The two amounts add-up to 168 hours.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall clarify its representation of “208” nursing hours when direct nursing hours amount to 168 hours weekly.

2. Related to the above, if the 40-hours per week represented for the Qualified Mental Health Professional (QMHP) explain the total 208 hours (because $168 + 40 = 208$ total hours), is it the case that the Qualified Mental Health Professional is also a nurse?

In its BAFO #1 Response, if it is the case that the 40-hours QMHP are counted in the total of 208 nursing hours, then Advanced Correctional Healthcare, Inc. must elaborate on the QMHP’s nursing credentials and what nursing duties the QMHP will assume.

3. Advanced Correctional Healthcare, Inc. makes repeated reference to annual Pool Account funds amounting to \$55,000.00. RFP 06-26JUL19 says in multiple paragraphs that the County’s annual Pool Account funds amount to \$30,000.00 (see paragraphs 3.1.2 (h), 3.1.2 (i), 3.17.6, and 3.17.6(d)). The County will only allocate \$30,000.00 annually as Pool Account funds.

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall modify its references to the Pool Account of \$55,000.00, and otherwise present an offer including any pricing adjustments as may be necessary that are premised on the Pool Account having \$30,000.00 annually for payment of outside medical services.

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In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall acknowledge the County’s position on this request.

5. Advanced Correctional Healthcare, Inc. states in its proposal: “In the event the contractual agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.” The County finds this statement not completely consistent with the requirement stated in RFP paragraph

3.17.6(g) which says: “In the event the contract is terminated prior to the twelve (12) month Pool Account term, any remaining money remaining in the pool, after paying all invoices to other service providers for services performed, shall be returned in full to the County.”

In its BAFO #1 Response, Advanced Correctional Healthcare, Inc. shall clarify its statement and also indicate that the requirements of RFP paragraph 3.17.6(g) shall apply and govern any resulting contract.



Proposal for Medical Services at the Boone County Detention Facility



"Steele County went from a 30-bed jail to a 160-bed jail. We spent 5 years planning for the new jail. Within 4 years, our total medical costs were going out of budget. [ACH's Program Consultant] just stopped by one day. Three months after contracting with Advanced, we saved \$102,000 a year on ... medications alone. To date, I have yet to have a problem with anyone in the Advanced Company. I wish [the Program Consultant] would have made that cold call a few years earlier."

Jail Administrator Dan Schember
Steele County, Minnesota



July 24, 2019

Liz Palazzolo, Senior buyer
Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Re: Transmittal letter

Ms. Palazzolo:

I hope you are doing well. Advanced Correctional Healthcare, Inc. (ACH) is excited to submit our proposal to the Boone County Detention Facility in response to the request for proposal (RFP #06-26JUL19) for medical services. Founded in 2002, ACH has grown to become the largest jail health care provider in the United States. Your partnership would help us fulfill our vision of improving the health of an underserved population of people.

The individual authorized to legally bind ACH is me – Jessica Young, Esq., CCHP, President, 3922 W. Baring Trace, Peoria, IL 61615, email address: jessica.young@advancedch.com, telephone: 309.692.8100. I am the signatory on this letter.

The representative to contact regarding all contractual and technical matters is Alex Kinzinger, Associate General Counsel, 3922 W. Baring Trace, Peoria, IL 61615, email address: alex.kinzinger@advancedch.com, fax: 309.214.9977, telephone: 309.692.8100.

The representative to contact regarding scheduling and other arrangements is Sandy Pilger, Program Consultant, 3922 W. Baring Trace, Peoria, IL 61615, email address: sandy.pilger@advancedch.com, telephone: 309.648.3559.

Form of Business

ACH is a privately-held for-profit Illinois corporation.

Affirmative Action

ACH makes decisions on employment and promotions based on an individual's qualifications relative to the position being filled. As an equal opportunity employer, ACH is committed to providing equal employment opportunities to employees and applicants for employment, as well as making all employment decisions and administering personnel actions without regard to race, color, creed, religion, gender, sexual orientation, marital status, age, national origin, ancestry, citizenship, physical or mental disability, disabled veteran or veteran of the Vietnam Era status, or any other factors protected by law. This includes employment decisions related to recruiting, hiring, placement, leaves of absence, benefit plans, all forms of compensation, training, transfers, promotions, separations, and layoffs.

ACH is proud to be a women-led company.



Exceptions and clarifications

ACH reserves the right to negotiate the final hold harmless and indemnity language if necessary.

ACH has enjoyed working with Boone County since 2016 to deliver inmate medical services. We hope to continue our partnership in the future. If you have any questions or concerns, please do not hesitate to call upon me. Thank you!

Respectfully,

A handwritten signature in black ink, appearing to read "jyoung", is positioned below the word "Respectfully,".

Jessica K. Young, Esq., CCHP
President

ACH is proud to be a women-led company.





5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: Advanced Correctional Healthcare, Inc.

Address: 3922 W Baring Trace
Peoria, IL 61615

Telephone: 309-692-8100 Fax: 309-272-3449

Federal Tax ID (or Social Security #): 36-4495255

Print Name: Jaime Oehlwein Title: VP of Finance

Signature: *Jaime Oehlwein* Date: 7/24/19

Contact Name and E-Mail Address to receive documents for electronic signature:

Jessica Young, jessica.young@advancedch.com

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

 X Yes No

5.1. PRICING:

The vendor must submit a total firm, fixed price per detainee per day for provision of medical services for all options identified below. The pricing below must cover all costs of providing medical service as specified herein. No other pricing will be paid by the County

The per diem price charged shall be based on the monthly ADP detainee census count or actual count, whichever is greater.

LINE ITEM	MEDICAL SERVICES
--------------	------------------

*****Per Diem Per Detainee ADP Census Pricing*****

Basic:

Medical Services Per Diem Per Detainee

For provision of medical services as defined herein including 168-hours/week nursing coverage of which 40-hours is RN service/week, and 40-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.1 \$ n/a Per Diem Per Detainee

****Please see the program overview for pricing options. The price per month is inclusive of the offered services. ACH per diems are applied quarterly as ADP adjustments.****

Medical Services Per Diem Per Detainee, +40 RN/40 QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage plus an additional 40-hours RN service/week, and 40-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.2 \$ n/a Per Diem Per Detainee

Medical Services Per Diem Per Detainee, 80QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage of which 40-hours is RN service/week, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.3 \$ n/a Per Diem Per Detainee

Medical Services Per Diem Per Detainee, + 40 RN/80QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage plus an additional 40-hours is RN service/week, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.4 \$ n/a Per Diem Per Detainee

*****ADP Adjustment Price – Applies to Any of the Above Pricing Options*****

County Detainees ADP Adjustment Price Per Diem Per Detainee:

When the actual ADP for the quarter falls above or below the contracted ADP of 211 detainees per day per quarter, quote a firm, fixed per detainee per diem price to be applied only to the number of County detainees above or below the ADP for the quarter.

5.1.5 \$ 0.41 Per Diem Per Detainee, ADP Adjustment

*****Non-County Detainee Price – Applies to Any of the Above Pricing Options*****

Non -County Detainee Price Per Diem Per Detainee:

Quote a separate per diem per detainee price for Non-County detainees to cover the costs of incidental medical expenses.

5.1.6 \$ 0.41 Per Diem Per Non-County Detainee

5.2 Vendor's Experience, Expertise and Reliability:

The evaluation of the vendor's proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor's experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

5.2.1 Company History:

The vendor should describe in the available space the company's background in provision of medical services to County jails like the Boone County Jail. Also identify when the company was founded, and how long the company has been serving the national and Missouri market, etc:

ACH was founded in 2002, and has been serving jails in Missouri since at least 2005.

For more history, see the ACH response.

5.2.2 Professional Standards

Describe all professional organizations and standards the vendor adopts and integrates into provision of jail-based medical services:
ACH incorporates American Correctional Association standards and National Commission on Correctional Healthcare Standards.

5.2.3 Vendor's References:

Provide at least three (3) references for whom the vendor has performed detainee medical services in the past twelve (12) months:

• **Reference 1**

Company/Entity Name: Cape Girardeau County Jail
Contact Name: J.P. Mulcahy
Contact's Title: Jail Administrator
City: Jackson State: MO
Telephone Number and Area Code: 573-204-2904
E-mail Address: jpmulcahy@capecountysheriff.org
Description of Medical Services Furnished: Practitioner, LPN, QMHP
Availability of Reference: Available

• **Reference 2**

Company/Entity Name: Clay County Detention Center
Contact Name: Paul Vescovo
Contact's Title: Sheriff
City: Liberty State: MO
Telephone Number and Area Code: 816-407-3735
E-mail Address: pvescovo@sheriffclayco.com
Description of Medical Services Furnished: Practitioner, LPN, QMHP, Dentist
Availability of Reference: Available

• **Reference 3**

Company/Entity Name: Phelps County Jail
 Contact Name: Richard Lisenbe
 Contact's Title: Sheriff
 City: Rolla State: MO
 Telephone Number and Area Code: _____
 E-mail Address: rick.lisenbe@phelpscountysheriff.org
 Description of Medical Services Furnished: Practitioner, LPN, QMHP
 Availability of Reference: Available

Personnel Expertise Summary:

5.2.4

Expertise of **key personnel**, i.e., at minimum, the LPN, RN, Medical Practitioner, and Qualified Mental Health Professional, who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, including educational degrees and certifications, of key personnel who will be assigned as key contact personnel for the County in administering the contract. Identify the title the staff person will be assigned under the prospective contract and emphasize the expertise the person brings for consideration.

Organizational Chart - In addition, the vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. <u>Amanda Miller</u> (Name)	<u>Director of Medical Operations</u> (Title)
2. <u>Jen Nolawski</u> (Name)	

Regional Nurse Manager
(Title)

3. Dr. Michael Sands
(Name)

Site Practitioner
(Title)

4. _____
(Name)

(Title)

5. _____
(Name)

(Title)

Copy for additional space

5.3 Performance Methodology:

The offeror should provide the following information regarding the proposed approach to provide medical services to the Boone County Jail:

5.3.1 Describe the general manner in which the vendor proposes to provide general medical services to the Boone County Jail.

ACH will provide nursing coverage in accordance with the facility's needs. The

Practitioner will be on-site at the facility once per week, and on-call 24/7. ACH will

provide Qualified Mental Health Professional coverage in accordance with the

facility's needs.

5.3.2 Description of Vendor's Nursing Staffing:

The vendor should address how the vendor proposes to provide nursing coverage a minimum 168-hours per week:

An RN Manager will be on site at least 36 hours/week (possibly 76 hours/week). 132 hours of LPN coverage will be scheduled to cover the facility 24/7.

5.3.3 Description of Vendor's Practitioner or Mid-Level Practitioner Staffing:

The vendor should address how the vendor proposes to provide on-call 24X7 practitioner or mid-level practitioner coverage to the Boone County Jail:

The physician will be on-site once per week and on-call 24/7 with back ups.

5.3.4 Mid-Level Practitioner:

If the vendor proposes to provide a mid-level practitioner in lieu of a physician, elaborate on the skill set and experience the vendor will require when assigning a mid-level practitioner:

N/A

5.3.5 Qualified Mental Health Professional:

The vendor should address how the vendor proposes to provide qualified mental health professional coverage a minimum 40-hours per week:

QMHP will be on-site typically Monday - Friday for 8 hours per day. ACH has provided an option to increase QMHP coverage to 80 hours per week.

5.3.6 Outside Medical Care Protocol:

The vendor should address their protocol for using outside medical care providers with a focus on how they communicate and authorize service. Respond to this particular scenario: An inmate is transported to a local hospital complaining of chest pains. When in the ER, the inmate complains of hip pain. How does the vendor address this case with the hospital staff:

The patient will be sent for a specific reason to the ER; transporting officers will know that reason. If the hospital physician chooses to elicit and work-up more clinical issues, we are not able to control that care. Our goal is to address routine issues on-site and only send true emergencies to the ER. If a patient returns with several new diagnoses, each would be evaluated by the site practitioner and medical staff to determine need for treatment.

5.3.7 Medical Cost Containment:

The vendor should address their protocol protocol and standard operating practices that address medical cost containment with delivery of necessary medical care to the inmate:

ACH trains staff to provide proper care for inmates. Treatment decisions are made by the practitioners on a patient-specific basis. We provide evidence-based medical care and make recommendations for off-site care when the patient's condition requires it.

5.3.7 Single Point of Contact Information:

Provide the contact name, phone number and e-mail for the primary contact person who will be the Single Point of Contact for the Boone County Jail regarding medical service issues:

Name:

Sandy Pilger

Address:

3922 W Baring Trace, Peoria, IL 61615

Phone Number:

309-648-3559

E-Mail:

sandy.pilger@advancedch.com

5.3.9 Reports and Record Keeping:

The vendor should submit samples of its routine reports regarding daily medical unit operations. In general, the vendor should address its record keeping practices and address what reporting it can make available to the County:

ACH can provide medical reports and metrics on a monthly basis at our Continuous Quality Information meetings. Medical records are the property of the jail.

5.3.10 Subcontractors:

If the vendor intends to subcontract any part of specified performance tasks to any subcontractor then the vendor should describe any subcontractors by name, location and task that the subcontractor(s) will perform:

Subcontracting may be implemented for pharmacy services, mobile services, off-site services. The County will have the final say of what subcontractors are used.

5.3.11 Other:

Describe any other features of the vendor's proposed medical service program that would be beneficial for the County to know in order to evaluate the potential the vendor's service may bring to the County:

ACH will re-price medical claims to calculate any applicable discounts before applying the bill to the annual pool.

CERTIFICATION REGARDING LOBBYING

(The vendor should complete and return with the proposal)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

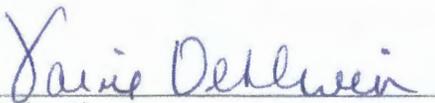
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Vendor Signature

2/24/19
Date

(The vendor should complete and return with the proposal)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Jaime Oehlwein, VP of Finance

Name and Title of Authorized Representative

Jaime Oehlwein
Signature

7/24/19
Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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



ADDENDUM #1 to RFP#06-26JUL19

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Proposal 06-26JUL19 – Medical Services, Term and Supply

ADDENDUM # 1 - Issued July 17, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 06-26JUL19:

1. Paragraph 3.9.4 is **REVISED** as follows:

3.9.4 Nursing Staff Requirements: The contractor shall provide on-site licensed nursing coverage. The contractor shall provide 24X7 nursing coverage weekly i.e., one hundred sixty-eight (168) total hours each week. Of this total 168-hours per week, a minimum ***thirty-six (36) hours*** must be provided by a Registered Nurse (RN). ***The balance of time, i.e. 132 hours, shall be performed by at minimum an LPN.*** This shall be considered as basic service.

2. Paragraph 3.9.4(a) is **REVISED** as follows:

3.9.4.(a) Option One Nursing: ***A total of 208 hours of licensed nursing shall be provided weekly. Of the total 208 hours per week on-site licensed nursing services provided, forty (40) hours, i.e., five (5)- eight (8)- hour days weekly shall be provided by a Registered Nurse (RN) performing primarily administrative duties, and an additional thirty-six (36) hours shall be provided by a Registered Nurse (RN) performing medical/nursing tasks. The balance of time, i.e., 132 hours, shall be performed by at minimum an LPN.***

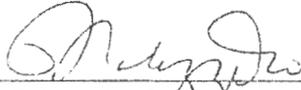
NOTE: All revisions are noted in ***bolded and italicized*** font.

3. The County received the following question and is providing the following response:

a. How often does the Jail expect CPR training for officers to be held?

Response: Paragraph 3.5.1 of RFP 06-26JUL19 requires AFD CPR training annually.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal #06-26JUL19 Medical Services - Term and Supply receipt of which is hereby acknowledged:

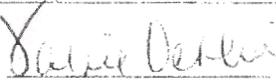
Company Name: Advanced Correctional Healthcare

Address: 3922 W Baring Trace

City & State: Peoria, IL 61615

Phone Number: 309-692-8100 Fax Number: 309-272-3449

E-mail: alx.kinzinger@advancedch.com

Authorized Representative Signature:  Date: 7/24/19

Authorized Representative Printed Name: Jaime Oehlwein



Purpose

The purpose of ACH is to solve problems and make lives easier.

Vision

Advanced Correctional Healthcare, Inc. cares for the underserved by delivering a higher standard of correctional healthcare through professionalism, integrity, commitment, and problem solving.

Mission

ACH leads the industry with professionalism, integrity, and adherence to higher standards in medical care, mental healthcare, and business services. We are committed to recruiting, developing, and retaining an expert team of professionals who are empowered to do the right thing. Through strategic planning and clear communication, strong partnerships facilitate the effective delivery of services that enhance patient, client, and employee satisfaction. Customized programs, problem solving, research, analysis, training, and monitoring create company success.



"We will not allow a profit motive to get in the way of doing the right thing."

Dr. Norman R. Johnson, FACP, ABAM, CCHP
Founder



The History of ACH

Dr. Norman R. Johnson established Advanced Correctional Healthcare, Inc. (ACH) in 2002 in order to make the lives of sheriffs and jailers easier. Through reputation and referral, ACH's clientele quickly grew. In 2007, 2012, and 2013, ACH was listed as one of INC. 5000's fastest growing healthcare companies. Additionally, in 2016, 2017, 2018, and 2019 ACH was certified as a Great Place to Work® by *Fortune Magazine*. ACH is the first correctional healthcare company to receive this certification, as well as the first company headquartered in Peoria to receive this certification.

ACH has provided medical services for Boone County since 2016. In addition, we are proud to serve over 300 correctional facilities across 15 states, including 57 in the state of Missouri, taking care of more than 35,000 lives. ACH is responsible for healthcare operations in a variety of settings, including county jails, juvenile detention centers, mental health units, city jails for police departments, work release centers, and drug rehabilitation centers (such as methadone clinics). To this day, ACH is a Midwest business family, privately owned and managed.

Our unique approach to providing medical services to incarcerated people is to identify the needs, strengths, and weaknesses of each facility then develop a customized program using the strengths of both the facility and ACH. Strong client partnerships, solid working relationships with community providers (such as the local hospital), and open communication are keys to a successful program.

Because of our strategic approach, extensive correctional healthcare experience, and exceptional outcome statistics, ACH is recognized as a leader in the correctional healthcare field. Upon information and belief, ACH is the nation's largest jail-only healthcare provider.



Our Leadership Team

	<p>Jessica K. Young, Esq., CCHP, President, heads up ACH’s legal department. Due to her knowledge and experience with prisoner litigation, she has become deeply involved in ACH’s employee and client training programs. Jessica also serves as ACH’s media contact and strives to change the negative media portrayal of our industry.</p>
	<p>Angela E. Moriarity, MBA, PhD, SHRM-SCP, Vice President of Human Resources, has over 10 years’ experience with ACH, including the entire process of employment – from recruiting high quality applicants through retaining high performers. Through documentation and training, Angela encourages effective employee relations practices. She holds a PhD in Human Resources.</p>
	<p>Jaime Oehlwein, Vice President of Finance, holds a Bachelor’s of Science degree in Financial Accounting from Illinois State University. She has more than 17 years of accounting, finance, and general business management experience. Jaime has been a senior financial leader for over 10 years and has expertise in domestic and international operations as well as mergers and acquisitions. Jaime’s strategic planning and analytical background give her the expertise to lead the accounting, payroll, and claims departments for ACH.</p>
	<p>Travis Chamber, DO, Corporate Medical Director and Director of LGBTQ Services, Dr. Travis Chamber is a board-certified internal medicine physician with clinical interests in primary care, underserved populations, addiction medicine, and behavioral health. He began his career in outpatient internal medicine before finding his niche in correctional healthcare. He currently serves as a Regional Medical Director and Director of LGBTQ Services.</p>



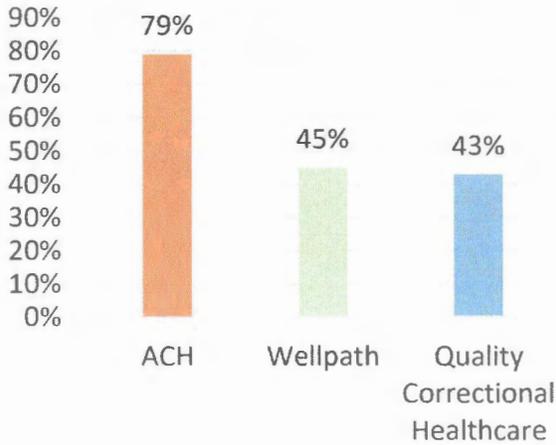
	<p>Dr. Melissa S. Caldwell, CCHP-MH, Vice President of Mental Health Services, holds a doctorate in Clinical/Community Psychology with specialization in Human Development and the Law. Dr. Caldwell has over 20 years' experience working with correctional and forensic populations – as a researcher and a practitioner in state psychiatric and correctional facilities, as well as a correctional officer in detention facilities. She serves on several committees whose mission is to improve the quality of mental health care among incarcerated persons and among the officers entrusted to manage them. She is frequently requested as a speaker on the state and national level.</p>
	<p>Amanda Miller, RN, Director of Medical Operations – Western Division, has almost 20 years' experience in nursing. Amanda joined ACH in 2015 with expertise in various areas of nursing, leadership, and human resources. Prior to ACH, Amanda also assisted as a traveling nurse to at least five states to cover nursing shortages in the area. As a director of medical operations, Amanda monitors all nursing operations at our sites in the western division, while striving to ensure positive patient, employee, and client outcomes.</p>

ACH Employees

ACH understands recruiting and maintaining a high performing team which is committed to ACH's purpose is imperative to providing the best services to our clients. With this in mind, ACH continuously strives to meet the needs and desires of its most valuable resource, its people. And, according to our current and former employees, ACH is leading the industry in providing an excellent work environment for its people.



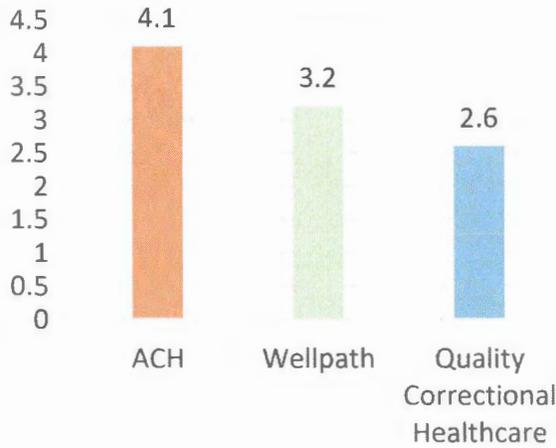
Recommend to Friend



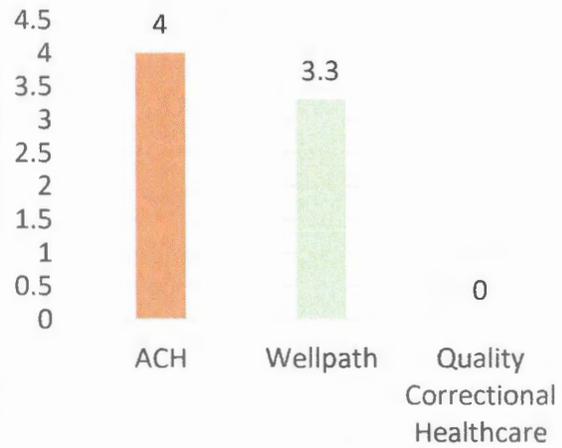
CEO Rating



Company Rating



Benefits

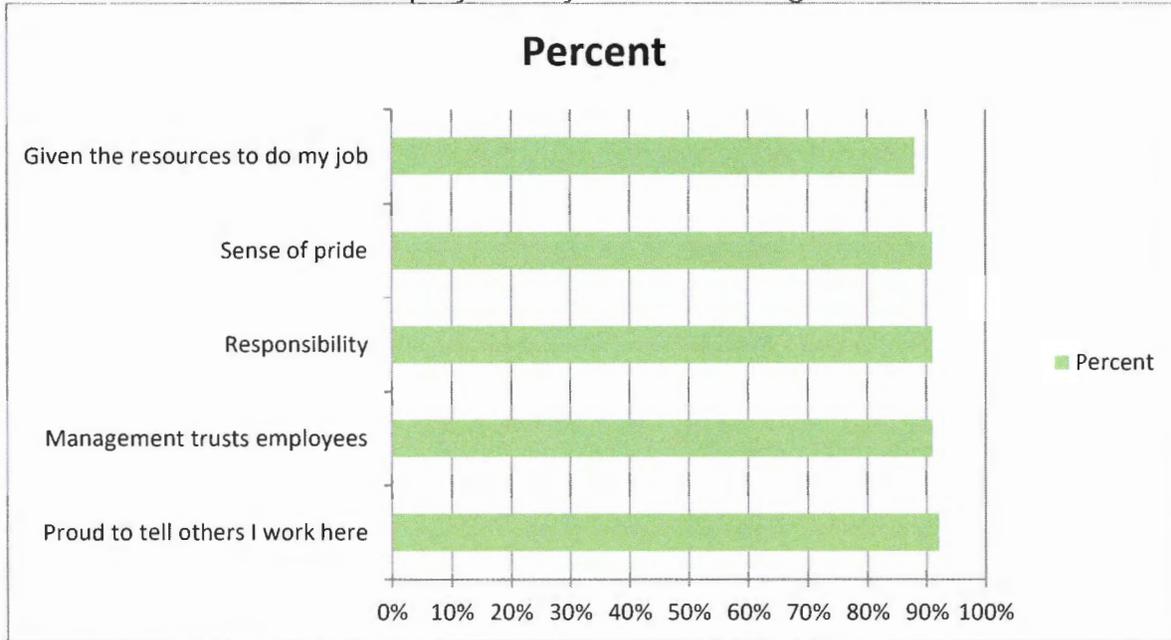


*All ratings taken from Glassdoor.com
Updated 04/2019

In 2016, 2017, 2018, and 2019 ACH has been recognized as a Great Place to Work®. Great Place to Work® certified our workplace culture based on employee feedback in the Trust Index® survey. ACH is the first and only correctional healthcare company to receive this award.



What Employees Say About Working for ACH



Find all the results and more information about ACH's workplace at the following link: <http://reviews.greatplacetowork.com/advanced-correctional-healthcare-inc>

Open Door Philosophy

Our corporate office is directly involved with the management of each project. Throughout our relationship with our clients, contact with every single one of our departments is not only likely, but also encouraged. Our program's success is rooted in developing and maintaining open lines of communication between jail administration, the facility's healthcare team, and ACH's corporate office. With the ACH program, all jail staff members have the ability to contact our management team on their cell phones 24 hours a day, 7 days a week.

We want you to be completely satisfied with our services and if you're not, we want to know.

Chronic Care Clinic

Patients with chronic illnesses are cared for through our chronic care clinic. Chronic illnesses are those which are ongoing or recurring, such as asthma, cardiac disease, diabetes, HIV, and hypertension. Through our program, patients begin with education on the seriousness of their condition and the role they play in improving their personal health and well-being while incarcerated. The counseling and self-care instructions they receive are useful even once the patient is released back into the community.



We develop individual treatment plans for each of these patients. Depending on the patient, the plan may include instructions regarding diet, exercise, medication, therapy, the type and frequency of laboratory work, and the frequency of recommended follow-up visits. These plans may be adjusted on an ongoing basis. While the practitioner is constantly involved with these patients' care through communication with the nursing team, chronic care patients have their cases reviewed by the practitioner a minimum of approximately once every 4 months.

Continuous Quality Improvement (CQI) Meetings

ACH has an aggressive CQI program which includes the frequent training of our people and the ongoing data collection of the quantity and types of medical conditions and chronic illnesses we expect to see in correctional facilities. We then focus our training on patient-centered medicine with a special emphasis on correctional healthcare, concentrating on any specific conditions currently affecting patients in the facility. Our Physician Services department conducts constant research and incorporates the latest articles and research findings into our recommendations for medical policies, procedures, and illness reports.

This information is reviewed with the CQI team at regularly scheduled CQI meetings at least twice per year. The CQI team is comprised of facility staff, healthcare staff, corporate staff, and any necessary specialists (such as dentists, gynecologists, and mental health providers). A CQI meeting is a multidisciplinary approach to solving perceived problems at the facility. New or unusual patient cases are also discussed. The CQI team's objective is to identify specific issues they want to fix, develop a plan of improvement, assign specific staff members to action items to ensure accountability, then monitor to confirm completion.

Detox

ACH understands our unique patient population from the top, down. The healthcare team works with the custody team to recognize and treat drug and alcohol withdrawal. As a general rule, pregnant patients are not detoxed from opiates. While most people can be safely detoxed in a correctional facility, there are exceptions. When a practitioner believes, in their professional medical judgment, that a patient should be hospitalized for the duration of their detox, the practitioner will order it to be done.

Duty to Protect

The non-delegable duty to protect incarcerated people is, and always will be, vested in the sheriff or jailer. This RFP response does not result in the assumption of a non-delegable duty by ACH. As such, the sheriff/jailer specifically retains the duty and obligation for security of the incarcerated people. This duty extends to the control of



offender movement. ACH and its personnel will assume no responsibility for the movement of offenders to or from the medical unit and assume no responsibility for offender protection at any time.

Electronic Medical Records (EMR)



ACH has included an option to provide an EMR system through Advanced Inmate Medical Management, LLC (AIMM). AIMM worked alongside ACH's physicians and nurses to develop an EMR solution for the correctional healthcare industry. AIMM provides DetainEMR, a secure, integrated, progressive electronic medical records system to decrease workload and legal risk in an accurate, cost-effective, and user-friendly manner.

DetainEMR is a web-based EMR solution that integrates with jail management software (JMS). AIMM maintains the secure data servers located off-site, allowing for greater data integrity in the event of a disaster at the facility. Patient records are accessed through a website that is issued to the county. The website generates an electronic chart at each booking, deactivates charts on release, and reactivates and updates charts automatically with each incarceration. The county will need to work with their JMS provider for the cost of the interface ("bridge") between the JMS and DetainEMR. Customization or importing of existing EMR data is the responsibility of the county.

Internet access is needed along with a computer in areas where patients are examined. Existing desktop computers may be utilized in exam rooms, but laptops are required for med pass. The medication administration record or MAR is a software program installed on the laptops. Laptops will sync data from the website, allowing it to go offline. A nurse passing medications may take the laptop anywhere while gathering documentation of medication administration.

Laptops will be needed, and the total number is typically based on how many med passes occur simultaneously. A scanner will be needed for each building to convert any existing or future paper records to the electronic record. A signature pad will accompany each laptop to capture patient refusal of medications.

The hardware/equipment will be the property of the county and provide for continuity in the event a change in healthcare providers occurs. If necessary, the county can discontinue the DetainEMR service. In the event the county terminates services with



ACH, the county may choose to keep the DetainEMR system in place through a service as a subscription (SaaS) directly with AIMM, LLC.

Individuals who need access will be assigned a username and password and will be granted permissions to access the website data dependent upon their role. Each person signs an EMR user agreement. If approved, facility supervisors, doctors, practitioners, etc. may access the EMR website from virtually anywhere allowing for review of patient charts.

The EMR allows for real-time tracking of patient-specific data including diagnosis, individualized treatment plans, sick call information, medical history documentation, lab test results, mental health assessments and monitoring, as well as pharmaceutical management, including compiling of medication orders to electronically fax to the pharmacy. Vital Signs and Chronic Care readings are also recorded within the patient's chart to allow for trending analysis and proactive care planning.

Electronic documentation of patient encounters is saved in final version as PDF, signed with date/time stamp/username/credentials of the person completing the document.

Data that is tracked within the system is available for reporting. Reporting can include patient care statistics and prescription analysis.

The monthly cost for the DetainEMR program covers the ongoing data transmission, software development and upgrades, and hosting fees for the system. ACH ensures that the medical and custody teams receive orientation training in the use of the EMR. After the orientation training occurs, all subsequent training requested by jail administration is performed at ACH's expense. Additionally, when difficulties are encountered with the EMR system, ACH ensures the county receives the necessary assistance to correct such difficulties at ACH's expense.

Insurance

ACH will maintain commercial automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, covering owned, hired, and non-owned automobiles. ACH will also maintain one or more commercial general liability insurance policies with minimum limits of bodily injury and/or property damage: One Million Dollars (\$1,000,000) each occurrence and an annual policy aggregate of Two Million Dollars (\$2,000,000). Additionally, ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate. Furthermore, ACH will maintain workers' compensation and employer's liability insurance covering its employees while on the facility's premises that complies with the statutory minimum requirements in the applicable state.



As an added layer of protection, ACH will name the county as an additional insured for the sole negligence of ACH under ACH's commercial automobile, commercial general, and professional liability portions of insurance and provide the county with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.

To top it off, ACH will hold harmless and indemnify the county and facility against any loss or damage solely caused by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH.

Medical Policies and Procedures

By request, ACH will assist the facility with policy and procedure recommendations. As a general rule, those recommendations are based upon the National Commission for Correctional Healthcare (NCCHC) guidelines. It is the facility's responsibility to tailor those guidelines to their own needs and operations. Policies and procedures are the property of the facility.

Medical Records

Medical records are the property of the facility. ACH understands the HIPAA and Privacy Rule exceptions for correctional facilities and will keep patient health information confidential to the extent required by law.

Medical Supplies

ACH provides and pays for disposable medical supplies intended for one-time use, such as tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.

Mental Health Services

With the closure of mental health facilities, there is increasing dependence on jails to be responsible for the care of the mentally ill. ACH is aware of the burden and responsibility this places on the correctional facility and county. As a result, ACH created a mental health program that includes steps for suicide prevention and intervention. The components of this program include: evaluation, prevention, and intervention; multidisciplinary treatment plans; suicide prevention and intervention initiatives; medication management; staff training; education regarding mental health issues and the role of psychotropic medication and non-medication-based interventions; aiding



security staff in regard to program assignment and classification/housing decisions; and post-release mental health services (i.e., helping the person maintain contact with the mental health system – continuity of care).

ACH's practitioners are trained to handle the vast majority of mental health conditions. In addition, they have 24 hours per day, 7 days per week cell phone access to the Vice President of Mental Health Services, Dr. Caldwell, for consultation on non-emergent mental health concerns.

Mobile and Off-Site Services

Through its network of partnerships, ACH can bring mobile service providers on-site to perform work using the provider's equipment and staff, such as laboratory and X-ray services. Patients may be referred off-site for dental work, hospitalization, or specialty services (such as gynecology). Pool money pays for mobile and off-site services.

Nursing Services

ACH will provide RN coverage on-site 36 hours per week and LPN coverage on-site 132 hours per week, all on a schedule approved by the facility. We have also included an option to add an additional 40 hours of RN coverage.

As a rule, within 14 days of arriving at the facility, each patient will undergo a health assessment. Health assessments generally include an initial dental, vision, hearing, medical, and mental health screening; a recording of vitals such as the patient's height, weight, pulse, blood pressure, and temperature; a collection of data to complete histories, including any immunizations; laboratory and/or diagnostic testing to detect communicable diseases; and a review of the results of previous examinations and testing.

Once the health assessment is complete, the healthcare team will develop and implement a patient-specific treatment plan. This plan typically involves patient education on topics such as dental hygiene and may even include certain housing or program recommendations. Because documentation is so important in correctional healthcare, we train our staff to complete health assessments on specially-designed forms which were created based upon our extensive experience in correctional healthcare.

When someone has a medical request, our nursing staff will triage those sick call requests or "kites" before conducting nurse sick call. The nurse will then discuss patient cases with the practitioner before scheduling the patients to be seen by the practitioner, if necessary. Sick call sessions are arranged in a manner that endeavors to avoid conflict with any of the facility's programs, visitations, and meal times.



Due to the nature of correctional healthcare, ACH requests, on behalf of its people, for security officers to be present during sick call sessions, especially while our people are assessing patients who are located in segregation or may have more dangerous housing classifications.

On-Site Emergency Medical Care

As a general rule, if our healthcare team becomes aware that someone in the facility (such as an officer) has become ill or requires emergency care, they will respond and provide the necessary emergency care, such as first aid and CPR, until emergency personnel arrive at the facility.

Other Services, Etc.

ACH may not provide, and will not pay for, any non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; facility cleaning for ectoparasites; personal hygiene supplies and services; clothing; and linen supplies. ACH may not provide, and will not pay for, any services, supplies or equipment which are not specifically contained in this proposal.

Pharmaceuticals

ACH will prescribe all medically-indicated pharmaceuticals for the facility's patients. This includes prescription medications, prescribed over-the-counter medications, and psychotropic medications. When patients who are housed for Immigration and Customs Enforcement (ICE) require prescription medication, ACH's national pharmacy can bill those prescriptions directly to ICE, a convenience which relieves the county of the hassle of dealing with the paperwork.

ACH can partner with a national (instead of local) pharmacy to provide pharmaceuticals at the most cost-effective rate for the county. However, we are flexible in that we will use a national or local pharmacy based upon the county's personal preference. In the spirit of full disclosure, our national pharmacies have always been willing to perform price comparisons against local pharmacies for the county's review. In some cases, our clients have been able to use this price comparison as a negotiation tool, resulting in the local pharmacy matching the national pharmacy's prices, and that money staying in the county. Pool money will pay for all pharmaceuticals.

Another way ACH saves the county money in pharmaceuticals is with home medications. When patients or their families are willing and able to bring medication to the facility, it simply saves the county money. To ensure this practice is performed both legally and



safely, ACH has systems in place to make sure those medications are properly verified prior to being dispensed to the patient. The patient's safety is a priority.

Pool (annual)

The county will have a pool of \$55,000 to be used every 12 months. The pool money will be spent as indicated in the facility's contract with ACH. Certain "non-county" inmate costs (including but not limited to dental care, mobile services, off-site services) will not be paid for with pool money.

The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be reconciled back to the county at the time the costs exceed the pool, or monthly, as needed.

All monies remaining in the pool after receipt of invoices for services will be returned to the county within 90 days after the 12-month term. Invoices received more than 90 days after the close of the 12-month term will be forwarded to the county for payment.

In the event the contractual agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.

Practitioner Services

A physician or mid-level practitioner (such as a nurse practitioner or physician assistant) visits the facility once per week and stays until all of their work is completed. (A mid-level practitioner is only used when approved by the facility.) Unlike most providers, ACH nursing is not on call 24/7. The ACH practitioner takes calls 24/7 to reduce your liability and provide expedited continuity of care. In addition to on-site visits, additional practitioners are available by telephone to assist the facility's custody and healthcare teams 24 hours per day, 7 days per week, including holidays. We do not require our practitioners to obtain corporate approval for any healthcare decision; instead, we empower our practitioners to use their professional medical judgment when treating each individual patient.

Prison Rape Elimination Act (PREA)

Should jail administration choose to comply with the Prison Rape Elimination Act of 2003 (PREA), ACH will endeavor to comply with PREA, applicable PREA standards, and the facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. ACH acknowledges that, in



addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on-site monitoring.

“The folks from ACH have changed the world for us in the field of inmate healthcare. Our decision to go with them for service was indeed health-wise and cost-saving to boot.”

Sheriff J.B. King
Pulaski County Jail, Missouri

Qualified Mental Health Professional (QMHP) Services

ACH has proposed QMHP coverage on-site for 40 hours per week and included an option for 80 hours per week. If an individual is identified as requiring specialized mental health evaluation services, they may be referred to the QMHP. The QMHP works in collaboration with the practitioner, on a schedule approved by the facility. Mental health treatment planning is conducted as a multi-disciplinary process with the medical and mental health teams working in coordination with the custody team. In some cases, the patient may be sent off-site for specialized services.

Recruiting

ACH understands the importance of recruiting and retaining highly skilled personnel who respect the uniqueness of the correctional environment. Our interview process was overhauled in 2013 and now it is like no other in the industry. Our job candidates first go through an initial skill interview and if after that we believe they are qualified for the job, we will verify their professional license (if applicable), check their references and submit their information to the facility for a background check. Once those hurdles are cleared the final step is a panel interview. ACH has developed a proprietary, non-discriminatory system for screening out people whose attitudes may not be a good fit for ACH's culture or the correctional environment.

ACH is an EEO employer.
A copy of our EEO policy will be provided upon request.

Risk Management Program

The objective of ACH's risk management program is to solve problems before they become fires. Therefore, it begins with intense training of the practitioners and nurses followed by continued monitoring and peer review to ensure the patient care and documentation are of the highest quality. Regular meetings are held to collect quality



data. Ongoing studies of chronically ill patients are conducted on a regular basis. This program has resulted in not only a dramatic decrease in the number of lawsuits we receive, but also in a substantial decrease in the cost of ACH's medical malpractice and civil rights liability insurance.

The truth is, if you're incarcerated in a jail where healthcare is managed by ACH, you will be healthier than if you go to your own doctor. Because we specialize in jail work only, we have spent over 15 years becoming the experts in jail healthcare. Our team not only attends national correctional healthcare conferences such as the National Commission on Correctional Health Care (NCCCHC) and American Correctional Association (ACA) in order to constantly re-evaluate and improve our processes, but we are also frequently asked to lecture at these national conferences. ACH is recognized by our industry as being cutting-edge. In fact, one of our local trial attorneys made the following observation:

"In my practice, I defend healthcare providers working in correctional facilities, both prisons and jails, and I have never been so impressed with the infrastructure and guidance provided by a company. [ACH] is leading the industry."

Heidi A. Barcus
Attorney, Tennessee

Special Diet Needs

ACH's healthcare team recommends and monitors therapeutic diets for patients who require accommodation based upon medical need, not personal preference. If a patient self-reports a food allergy, the practitioner will determine the need for a therapeutic diet. In general, patients will be instructed on self-care and dietary options to promote their ability to make appropriate dietary choices when they are released to the community.

Termination

To make things easier, ACH offers a 30-day, no questions asked, "out" clause in which the county may terminate ACH's services simply by giving 30 days' advance written notice to ACH.

Transgender Patients

Being transgender in an American jail often means daily humiliation, abuse, and fear of reprisals. ACH is aware of, and receptive to, the unique needs of transgender individuals



detained in jail, and is working to be the leader in correctional healthcare when it comes to this issue. ACH practitioners are being trained in cultural and clinical competence in the area of transgender healthcare. When new and helpful information is determined, it is added to the extensive employee trainings. Training is also provided on the appropriate and safe use of hormone therapy in the jail setting.

The legal rights of transgender inmates are forefront in ACH's approach to this at-risk population, which leads to appropriate care and a decreased risk of litigation. National standards and guidelines (such as WPATH and NCCHC) are used to guide the medical staff's evaluation and care of transgender patients. ACH is committed to caring for the transgender community and has named a Director of LGBTQ services to act as a resource for transgender patient care in the jails we serve.

Transition Plan

ACH has had the privilege to provide medical services at the Boone County Detention Facility for the past three years. As the current vendor, we are in a unique position to ensure a smooth transition from current staffing levels to the requested increase in nursing services. This will allow us to minimize disruptions to patient care and facility operations. The key to continuing our successful program is maintaining a strong relationship with the site staff, both correctional and medical, so our team is best prepared to continue providing your facility with the highest quality of medical services.

We request recruitment for any new positions and will begin recruiting for new personnel if the county elects any of the available options other than the current inmate medical program ACH provides for Boone County. We would not need to hire any new personnel if the county elects to retain the current program. Once we do select candidates for hiring, we verify their license, send their information to the facility for background clearance, and schedule their orientation training.

The ACH team currently provides medical claims re-pricing, data collection for CQI reporting, a practitioner call schedule, medical supplies, and pharmaceuticals. We assist in drafting and revising the medical policies, including a fit for confinement policy, procedures, illness reports, and forms (such as sick call request forms, discharge referral forms, and authorizations for the release of information). We also currently provide pharmacy-specific forms (such as medication administration records [MARs]), the medication cart, and the necessary medical licenses.

When ACH assumed responsibility for the site three years ago, we developed a site-specific strategic plan. It was first drafted based upon discussions with the facility's administration identifying ways we can maximize the facility's strengths while solving problems caused by any weaknesses. The strategic plan has continued to be a living document. Action items have been incorporated into the Continuous Quality



Improvement meeting until they are completed. The purpose and benefit of these action plans is to ensure a cohesive, collaborative approach to meeting the healthcare needs of incarcerated patients and reduce risk for the site.

ADVANCED Training Program

ACH has developed a comprehensive training program including but not limited to orientation training, on-site live training, a DVD training library, and statewide jail summits, depending on the facility's preference.

Our DVD library offers a variety of correctional healthcare topics including but not limited to suicide prevention, alcohol detoxification, mental health, transgender people, and documentation. The DVDs allow correctional and medical staff to watch and learn on-site and at their convenience.

Our statewide jail summits provide a full day of continuing education units for sheriffs and jail staff, as we present the latest news and information on correctional healthcare.

On the horizon is the rollout of our online learning management system (LMS). The LMS will contain a library of 10-minute, focused trainings on an array of correctional healthcare topics which span beyond what is currently offered in our DVD library. Unlike live trainings, in which it's often difficult to keep a student's attention beyond 10 minutes, the micro-trainings are intended to be interactive, to the point, and will include testing, reporting, and certification. The program will ultimately allow us the opportunity to train our people (and the facility's team) more often and more efficiently.

Utilization Management & Waste Reduction

As a general rule, treatment decisions are made by the practitioners on a patient-specific basis. While treatment decisions are not based upon cost, providing appropriate care is generally the most fiscally responsible course for both the county and ACH. ACH understands that a healthier patient, more likely than not, will require fewer medical services over time. It is our goal to provide quality evidence-based medical care to our patients and make recommendations for off-site care whenever we believe that a patient's medical condition requires it.

At ACH, we empower our people to send patients to the hospital without requiring any corporate or other approval. Our people can only be overruled by the custody team. ACH understands security is paramount in a correctional facility. ACH enables counties to save on the cost of providing medical services to their patients because of its overall systems of care, economies of scale, and the ability to provide coverage (and after-hours call coverage) that would be difficult for any individual county to provide on its own.



**Boone County,
Missouri
RFP #06-26JUL19**

July 26, 2019

	208 Nursing Hours Annual Program	248 Nursing Hours Annual Program
Annual price	\$709,733.38	\$835,739.04
Monthly price	\$59,144.45	\$69,644.92
ADPs	County: 211 Non-county: 0	County: 211 Non-county: 0
Per Diem rates	County per diem rate: \$0.41 Non-county per diem rate: \$0.41	County per diem rate: \$0.41 Non-county per diem rate: \$0.41
Practitioner	One visit per week, 24/7 on-call.	No change
Nursing	RN 36 hours per week; LPN 132 hours per week	RN 76 hours per week; LPN 132 hours per week
Mental Health*	Qualified Mental Health Professional (Masters Level or above) <u>on-site 40 hours every week</u> to provide screenings, assessments, evaluations, treatment planning, referrals to crisis intervention services.	No change
Pharmaceuticals	ACH will provide all medically-indicated pharmaceuticals. Pool money pays for all pharmaceuticals.	No change
Medical Supplies (disposable)	ACH pays for medical supplies.	No change
Mobile & Off-Site Services	Pool money pays for mobile and off-site services.	No change
Office Supplies (disposable)	The county pays for office supplies.	No change
Tuberculosis (TB) Skin Tests	For incarcerated patients, ACH pays for TB serum and related supplies.	No change
Biomedical Waste Disposal	Pool money pays for waste disposal for the medical unit.	No change
Pool (annual)	\$55,000 to pay for all pharmaceuticals, medical waste, hospital in-patient and out-patient services, specialty services, dental, lab, x-ray, and ambulance services. All leftover money is paid back to the county.	No change
Medical Claims Re- pricing	ACH will re-price medical claims.	No change

*Add **\$127,661.04** to any option above to increase **QMHP services to 80 hours per week.**

****Add \$19,635.36 to the annual price above and \$0.10 per diem above 211** to add EMR software program for inmate patients, hardware, orientation training, free subsequent training, and free troubleshooting included in ACH program. County is responsible for JMS interface, initial data entry, internet connectivity, and electrical in the medical unit.

This includes one-time charge for DetainEMR web interface, hardware (2 laptops, 1 scanner, 2 signature pads, and 2 mice) and deployment services.

For additional information, please contact:

Sandy Pilger, Program Consultant
309-648-3559 / sandy.pilger@advancedch.com

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Boone MO RFP

ADP: 211

208 Total: RN 36, LPN 132, QMHP 40

Position	Shift or Hours	Week 1 Hours								Week 2 Hours								Total Hours			
		Su	Mo	Tu	We	Th	Fr	Sa	Total Week 1	Su	Mo	Tu	We	Th	Fr	Sa	Total Week 2	Pay Period	Annual	FTE	
Practitioner	Day/ Time TBD								0									0	0	0	0.0
RN - Manager	6a-630p	12	12		12				36		12					12	12	36	72	1872	0.9
LPN#1	6a-630p			12			12	12	36	12		12	12					36	72	1872	0.9
LPN#2	6a-630p					12			12					12				12	24	624	0.3
LPN#4	6p-630a	12	12	12					36				12	12	12			36	72	1872	0.9
LPN#5	6p-630a				12	12	12		36	12	12	12						36	72	1872	0.9
LPN#6								12	12									0	12	312	0.2
LPN#7									0							12		12	12	312	0.2
QMHP	Day/Time TBD		8	8	8	8	8		40		8	8	8	8	8			40	80	2080	1.0
Total:		24	32	32	32	32	32	24	208	24	32	32	32	32	32	24		208	416	10816	5.2

Total Hours Worked by Position

Position	Week 1 Hours								Week 2 Hours								Total Hours			
	Su	Mo	Tu	We	Th	Fr	Sa	Total Week 1	Su	Mo	Tu	We	Th	Fr	Sa	Total Week 2	Pay Period	Annual	FTE	
Practitioner																	0	0	0	0.0
RN	12	12	0	12	0	0	0	36	0	12	0	0	0	12	12	36	72	1872	0.9	
LPN	12	12	24	12	24	24	24	132	24	12	24	24	24	12	12	132	264	6864	3.3	
QMHP	0	8	8	8	8	8	0	40	0	8	8	8	8	8	0	40	80	2080	1.0	
Totals:		24	32	32	32	32	24	208	24	32	32	32	32	32	24	208	416	10816	5.2	

Boone MO RFP

ADP: 211

248 Total: RN 76, LPN 132, QMHP 40

Position	Shift or Hours	Week 1 Hours							Total Week 1	Week 2 Hours							Total Week 2	Total Hours		FTE
		Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa		Pay Period	Annual	
Practitioner	Day/ Time TBD								0								0	0	0	0.0
RN-HSA	8a-430p		8	8	8	8	8		40		8	8	8	8	8		40	80	2080	1.0
RN	6a-630p		12				12	12	36	12		12	12			36	72	1872	0.9	
LPN#1	6a-630p	12		12	12				36		12				12	12	36	72	1872	0.9
LPN#2						12			12					12		12	24	624	0.3	
LPN#4	6p-630a	12	12	12					36				12	12	12	36	72	1872	0.9	
LPN#5	6p-630a				12	12	12		36	12	12	12				36	72	1872	0.9	
LPN#6							12		12							0	12	312	0.2	
LPN#7								12	0						12	12	12	312	0.2	
QMHP	Day/Time TBD		8	8	8	8	8		40		8	8	8	8	8	40	80	2080	1.0	
Total:		24	40	40	40	40	40	24	248	24	40	40	40	40	24	248	496	12896	6.2	

Total Hours Worked by Position

Position	Week 1 Hours							Total Week 1	Week 2 Hours							Total Week 2	Total Hours		FTE
	Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa		Pay Period	Annual	
Practitioner								0							0	0	0	0.0	
RN	0	20	8	8	8	20	12	76	12	8	20	20	8	8	0	76	152	3952	1.9
LPN	24	12	24	24	24	12	12	132	12	24	12	12	24	24	24	132	264	6864	3.3
QMHP	0	8	8	8	8	8	0	40	0	8	8	8	8	8	0	40	80	2080	1.0
Totals:	24	40	40	40	40	40	24	248	24	40	40	40	40	24	248	496	12896	6.2	



ADDENDUM #1 to RFP#06-26JUL19

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Proposal 06-26JUL19 – Medical Services, Term and Supply

ADDENDUM # 1 - Issued July 17, 2019

Prospective offerors are hereby notified of the following revisions to Request for Proposal 06-26JUL19:

1. Paragraph 3.9.4 is **REVISED** as follows:

3.9.4 **Nursing Staff Requirements**: The contractor shall provide on-site licensed nursing coverage. The contractor shall provide 24X7 nursing coverage weekly i.e., one hundred sixty-eight (168) total hours each week. Of this total 168-hours per week, a minimum ***thirty-six (36)*** hours must be provided by a Registered Nurse (RN). ***The balance of time, i.e. 132 hours, shall be performed by at minimum an LPN.*** This shall be considered as basic service.

2. Paragraph 3.9.4(a) is REVISED as follows:

3.9.4.(a) Option One Nursing: ***A total of 208 hours of licensed nursing shall be provided weekly. Of the total 208 hours per week on-site licensed nursing services provided, forty (40) hours, i.e., five (5)- eight (8)- hour days weekly shall be provided by a Registered Nurse (RN) performing primarily administrative duties, and an additional thirty-six (36) hours shall be provided by a Registered Nurse (RN) performing medical/nursing tasks. The balance of time, i.e., 132 hours, shall be performed by at minimum an LPN.***

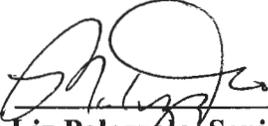
NOTE: All revisions are noted in ***bolded and italicized*** font.

3. The County received the following question and is providing the following response:

a. How often does the Jail expect CPR training for officers to be held?

Response: Paragraph 3.5.1 of RFP 06-26JUL19 requires AED/CPR training annually.

This addendum is issued in accordance with the RFP paragraph 1.8 and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal including the *Vendor Response and Pricing Pages*.

By: 
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The OFFEROR has examined **Addendum #1** to Request for Proposal **#06-26JUL19 Medical Services - Term and Supply** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

City & State: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR MEDICAL SERVICES TERM AND SUPPLY

RFP #06-26JUL19

Release Date: 6/18/19

**Submittal Deadline:
July 26, 2019
not later than 2:00 P.M. CST**

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

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 06-26JUL19 - Medical Services - Term and Supply

Sealed proposals will be accepted until **2:00 P.M. on July 26, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

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

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Insertion: Tuesday, June 18, 2019
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

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

1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **July 26, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.

1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.

1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.

1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

1.5 Bid Opening: Proposals will be opened publicly shortly after **2:00 P.M. on July 26, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

- 1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***
- 1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., July 20, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at <https://www.showmeboone.com/purchasing/bids/> (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

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



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Medical Services - Term and Supply** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) "No Bid" Response Form
- 10) Attachments One and Two – MSHP Background Check Documents

2.1.3 Purpose: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a Term and Supply contract for furnishing medical services for the Boone County Sheriff's Office as specified in the following requirements.

2.1.4 Scope of Current Medical Services Contract: The County currently contracts with Advanced Correctional Healthcare, Inc. Currently the County is paying \$592,054.19 per annum for medical services, or \$49,337.85 monthly. This will increase to \$648,813.54 for the June 2019 through May 2020 period, or \$54,067.80 monthly.

2.2 Tour:

2.2.1 A tour of the Boone County Detention facility located at 2121 County Drive in Columbia, Missouri will be conducted to ensure that the offeror understands the requirements. The tour will start at **9:00 A.M. on Monday, July 15, 2019.**

2.2.2 Offerors interested in submitting a proposal are strongly encouraged to attend the scheduled tour. While the County will make accommodation for offerors who are unable to attend the scheduled tour, offerors are advised that the County strongly encourages all offerors to attend the scheduled tour in order to minimize detention center scheduling disruptions.

- 2.2.3 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service and equipment described and required by the requirements herein. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever.
- 2.2.4 To arrange a site visit at a time outside the scheduled tour, please contact the Buyer of Record, Liz Palazzolo at 573-886-4392.



3. SCOPE OF WORK:

3.1

General Requirements:

- 3.1.1. The contractor shall perform medical services for the Boone County Jail as specified herein, and in accordance with generally accepted professional standards, and shall comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services performed hereunder.
- 3.1.2 Definitions: For the purposes of the contract, the following definitions shall apply:
- a. Corporate Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 - b. County Detainees: Detainees booked into the custody of the County or Sheriff and presently incarcerated in the Boone County Jail, but not to include Non-County Detainees.
 - c. Elective Care: Care which, if not provided, would not, in the opinion of the contractor's practitioner (a licensed practitioner employed by the contractor), cause the detainee's health to deteriorate, or cause harm to the detainee's well-being.
 - d. Mid-Level Practitioner: An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A Mid-Level Practitioner must be duly and currently licensed to practice medicine in the State of Missouri. Said licensure must remain current throughout the duration of the contract period.
 - e. Mobile Services: Laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services.
 - f. Non-County Detainees: Detainees who are covered by a government health program for American Indians; work release detainees while on work release; detainees during transport to/from outside facilities; and detainees housed in the Boone County Jail for other counties, State of Missouri Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal or state agencies.
 - g. Off-Site Services: Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance

transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services.

- h. Pool Account: This is a designation for payment regarding qualifying medical expenses. The Boone County Sheriff budgets \$30,000.00 per year for medical expenses that qualify for coverage to help compensate out-of-pocket expenses a contractor incurs paying for off-site medical services delivered to Boone County inmates. This amount is paid in 1/12th increments monthly in addition to the per inmate per diem
- i. Pool Open/Pool Overage/Pool Closed: These are invoicing terms to be used to identify when outside medical service is being covered with pool account funds during the annual contract/"pool" period. "Pool Open" means the outside medical claim is presented during the annual contract/"pool" period and the claim can be covered by the \$30,000.00 allocation. When the outside medical claim has exhausted the annual allocated pool money payment (i.e., the \$30,000.00 allocation), then invoiced claims for outside medical services are identified as "Pool Overage." In addition, any outside medical claim that is presented outside the identified annual contract/"pool" is identified as "Pool Closed," e.g., the contract/"pool" period runs July 2019-June 2020, a claim for April 2020 is presented in July 2020, then this claim amount is identified as "Pool Closed."
- j. Specified Medications: Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, active tuberculosis, and/or pulmonary artery hypertension, as well as medications listed as biological and/or anti-rejection drugs. Medications related to these treatments will be defined in accordance with medical literature.

3.2 Specific Requirements:

- 3.2.1 Medical Services: The contractor shall provide medical services as needed if needed to detainees of the Boone County Jail. Medical services performed by the contractor shall include but not necessarily be limited to the following:
- 3.2.2 Dental Care: The contractor shall provide dental triage screenings for detainees for the purpose of identifying serious dental needs. The contractor shall use "pool" money to pay for any costs associated with dental care (see later reference herein).
- 3.2.3 Ectoparasites: For detainees presenting with symptoms of ectoparasitic infection (as determined by the contractor's practitioner), the contractor shall provide and pay for medically indicated treatment. For detainees without symptoms of ectoparasitic infection, the contractor shall provide treatment at the Sheriff's request, and the County will be responsible for the cost of the treatment. The contractor shall not be responsible for facility cleaning for ectoparasites.

- 3.2.4 Elective Care: The contractor shall not provide elective care to detainees. Decisions concerning elective care shall be consistent with the applicable American Medical Association (AMA) standards.
- 3.2.5 Health Education and Evaluations: The contractor shall provide health education materials to the Sheriff for detainee education. The contractor shall also provide on-site health evaluations and medical care for detainees. Additionally, the contractor shall provide basic physical examinations for potential detainee workers to ensure the detainees are physically capable of performing assigned work duties.
- 3.2.6 Mental Health Services – Crisis Intervention: The contractor shall refer detainees to crisis intervention services when indicated. Crisis intervention services will be provided by the County staff in concert with the contractor's staff. The contractor shall coordinate with medical and programming services (e.g., chemical dependence) at the Boone County Jail so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. The contractor shall use an integrated and multidisciplinary team that shall include Boone County Jail staff to develop treatment plans for detainees displaying problematic behavior.
- 3.2.7 Mobile Services: When mobile services are required for medical reasons and are available to come to the Boone County Jail, the contractor shall arrange for those services for detainees in accordance with the Sheriff's policies and procedures. The contractor shall use "pool money" to pay for the costs associated with Mobile Services (see later reference herein).
- 3.2.8 Off-Site Services: When Off-Site Services are required for medical reasons, the contractor shall arrange for those services in conjunction with the Jail Transportation Unit for detainees and in accordance with the Sheriff's policies and procedures. The contractor shall use "pool money" to pay for the costs associated with off-site services (see later reference herein).
- 3.2.9 Other Services and Expenses: The contractor must not provide and shall not pay for any services, supplies and/or equipment which are not specifically contained in the contract.
- 3.2.10 Medical Records: The contractor shall understand and agree that detainee medical records shall always be the property of the Boone County Sheriff and shall remain with the Sheriff. The contractor shall be responsible for maintaining medical records for each detainee who has received healthcare services. At minimum the following requirements regarding medical records shall apply:
- a. The medical records must be kept separate from the detainee's confinement record;

- b. A complete copy of the original applicable medical record shall be available to accompany each detainee who is transferred from the Jail to another location for off-site services or transferred to another institution;
- c. Confidential Records: Medical records must be kept confidential, subject to applicable laws and exemptions regarding confidentiality of detainee medical records;
- d. The contractor must comply with the Sheriff's policy with regard to access by detainees to their medical records;
- e. The Sheriff will provide the contractor with reasonable ongoing access to all medical records, even after the expiration of the contract, for the purpose of defending litigation.

3.2.11 Medical Supplies (Disposable): The contractor shall be responsible for paying for and providing disposable medical supplies intended for one-time use, i.e., not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit include but are not necessarily limited to tongue depressors, Band-Aids (or equal) bandages, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, exam gloves for use by the contractor's medical staff, medicine cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.

3.3 **Pharmaceuticals Requirements:**

- 3.3.1 Court-Ordered Medications and Testing: The contractor shall provide all court-ordered medications and testing to detainees.
- 3.3.2 County Detainees: The contractor shall only pay for court-ordered medications that (1) the contractor's practitioner considers appropriate, and (2) are not included on the Specified Medications list that will be defined by the Sheriff. The contractor shall use "pool money" to pay for all other court-ordered medications and testing for County detainees (see later reference herein).
- 3.3.3 Non-County Detainees (not to include detainees housed for Immigration and Customs Enforcement (ICE)): The contractor shall only pay for court-ordered medications that (1) the contractor's practitioner considers appropriate, and (2) are prescribed over-the-counter medications. All other court-ordered medication and testing for Non-County Detainees must be billed to the County so the County may seek reimbursement from the responsible authority of the Non-County Detainee.
- 3.3.4 Home Medications: The contractor shall understand and agree that the County allows home medications in the Jail when the medication is able to be properly verified.

- 3.3.5 County Detainees: The contractor shall provide and pay-for all medically-indicated pharmaceuticals for Boone County detainees to include prescription medications, prescribed over-the-counter medications, and psychotropic medications. The contractor shall understand and agree that “Pool money” will be used to pay for said medications.
- 3.3.6 Detainees Housed for ICE. The contractor shall provide all medically-indicated pharmaceuticals for detainees housed for ICE. The contractor shall not pay for any pharmaceuticals for ICE detainees because prescription medications will be billed directly to ICE by the applicable pharmacy. The County will pay for any prescription medications for which ICE refuses to pay, as well as any prescribed over-the-counter medications.
- 3.3.7 Non-County Detainees (not to include detainees housed for ICE): The contractor shall provide all medically-indicated pharmaceuticals for Non-County Detainees. The contractor shall only pay for prescribed over-the-counter medications. All other prescription medications shall be billed to the County, so the County may seek reimbursement from the responsible authority of the Non-County Detainee.

3.4 Tuberculosis (TB) Testing Requirements:

- 3.4.1 As needed or as otherwise requested by the Sheriff or the Sheriff’s authorized designee, the contractor shall perform TB skin-testing on detainees. The County will pay for the TB serum and related supplies. Upon the Sheriff’s request, the contractor shall secure the serum and related supplies through the correctional pharmacy to secure the best possible price, then bill the County for those costs.
- 3.4.2 Detainees: The contractor shall provide TB skin tests as directed by the Sheriff. The contractor shall pay for the TB serum and related supplies.

3.5 County Staff Training Requirements:

- 3.5.1 Facility Staff Training: On an annual basis as requested by the Boone County Sheriff, the contractor shall provide training for Boone County Jail staff on Basic First Aid Training, and AED/CPR Training, Suicide Prevention, and other health/medical/public health topics to be mutually agreed upon, at no additional cost to the County. If the contractor has any training videos on medical/health care topics, then the contractor shall make those available to the County at no additional charge. If a training video is lost or stolen, the County may be charged a replacement fee to replace the video. The contractor’s training videos are to be viewed by the Boone County Jail staff only and are not to be reproduced except with the contractor’s prior written permission. The contractor is not obligated to guarantee training credits and is not responsible for obtaining training credits on behalf of the County.
- 3.5.2 Health Education: The contractor shall provide health education materials to the Sheriff for detainee education.

3.6 Biomedical Waste Disposal:

- 3.6.1 The contractor shall be responsible for the provision of biomedical waste disposal services for the medical unit at the Boone County Jail consistent with all applicable local, state, and federal laws and regulations. Typical biomedical waste in the medical unit shall include but not be limited to bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes. The contractor shall use "pool money" to pay for the cost of biomedical waste disposal services (see later reference herein).

3.7 Collection of DNA/Physical Evidence and Forensic Information:

- 3.7.1 The contractor shall perform body cavity searches on-site with signed consent from the detainee in accordance with the following guidelines:
- a. The contractor shall understand and agree that the contractor's staff are prohibited from participating in the collection of forensic evidence, except when:
 - i. Complying with state laws that require blood samples from detainees, so long as there is consent of the detainee and the contractor's staff are not involved in any punitive action taken as a result of an detainee's nonparticipation in the collection process;
 - ii. Conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a practitioner's order, and/or;
 - iii. Conducting detainee-specific, court-ordered laboratory tests, examinations, oral swabs, or radiology procedures with the consent of the detainee.
 - b. The contractor shall not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
 - c. Sexual Assault: In the case of sexual assault, the detainee victim must be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care. Court-ordered body cavity searches shall be referred to the appropriate facility or emergency room.

3.8 Prison Rape Elimination Act (PREA):

- 3.8.1 If applicable, the contractor shall comply with the County's zero-tolerance policy related to the sexual assault, sexual misconduct, or rape of offenders/detainees. The contractor's employees, agents, representative and/or members of its Board of Directors, including volunteers, who have contact with detainees, shall attend and successfully complete any and all staff training(s) related to PREA, as required by the County.

- a. The County shall provide the training(s) at no cost to the contractor. The contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.

3.9 Personnel Requirements:

- 3.9.1 General: All licensed staff assigned to perform under the contract shall maintain their professional licensure in good standing in the State of Missouri throughout the duration of the contract. Professional titles and qualifications of personnel assigned to perform services under the contract shall comply with applicable Missouri statute, e.g., Chapter 334 RSMo. regarding Medical Practitioners, Chapter 335 RSMo. regarding Nurses, etc.
- 3.9.2 The contractor shall provide the minimum coverage described herein for each medical professional, and shall provide equal or better substitute coverage in the event scheduled staff cannot be available. Any coverage for which the contractor fails to find substitute staffing shall be credited in full to the County; the County reserves the right to other legal remedies in the event staffing requirements are not met by the contractor.
- 3.9.3 When approved by the Sheriff or his authorized designee, hours worked in excess of the contracted amount shall be billed monthly to the County at the contractor's current wage and benefit rate.
- 3.9.4 Nursing Staff Requirements: The contractor shall provide on-site licensed nursing coverage. The contractor shall provide 24X7 nursing coverage weekly i.e., one hundred sixty-eight (168) total hours each week. Of this total 168-hours per week, a minimum forty (40) hours must be provided by a Registered Nurse (RN). This shall be considered as basic service.
 - a. Option One Nursing: The contractor has the option of providing 168-hours per week as LPN service with an additional 40-hours RN, i.e., total 208-hours coverage per week.
 - b. At the time of contract award, the County shall decide which option of nursing coverage it prefers, and the contractor shall provide the specific option for the duration of the contract agreement.
- 3.9.5 Practitioner and Mid-Level Practitioner Requirements: The contractor shall provide a physician and/or Mid-Level Practitioner who shall visit the Boone County Jail weekly, or as otherwise agreed by the Sheriff and the contractor. The Practitioner or Mid-Level Practitioners shall stay on-site until all work is completed.
 - a. The physician and/or Mid-Level Practitioner must be available by telephone to the Boone County Jail and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled

visits that fall on the contractor's holidays, coverage may be provided by telephone only.

- b. **Mid-Level Practitioner Assignment:** The contractor shall only assign a Mid-Level Practitioner after obtaining the prior approval of the Sheriff.

3.9.6 **Qualified Mental Health Professional (QMHP):** The contractor shall provide on-site licensed Qualified Mental Health Professional services a minimum of 40-hours per week. The contractor's Qualified Mental Health Professional assigned to perform at the Jail shall comply with definitions stated in 9 CSR 30-4.010 of the Code of State Regulations (Missouri Secretary of State).

- a. **Option One QMHP:** The contractor has the option of providing 80-hours QMHP services per week.
- b. **At the time of contract award,** the County shall decide which option of QMHP coverage it prefers, and the contractor shall provide the specific option for the duration of the contract agreement.

3.10 Sheriff's Policies, Procedures, And Protocols:

3.10.1 The contractor's staff including any sub-contracted staff must operate within the requirements of the Boone County Sheriff's policies, procedures, and protocols as communicated to the contractor's staff, including sub-contracted staff, by the Sheriff or designee. The contractor shall understand and agree that such policies, procedures, and protocols may change from time to time; in the event of any modification, the Sheriff or designee will promptly notify the contractor's staff, provide them with a written copy of the modified policy, procedure, or protocol, and provide any necessary training to the contractor's/sub-contractor's staff. All policies, procedures, and protocols regarding operations within the Boone County Jail shall at all times remain the property of the Boone County Sheriff and shall remain at the Jail after termination of the contract.

3.10.2 **Meal Breaks:** It is understood and agreed that the contractor's employees are allowed to leave the premises during the work day for meal breaks.

3.10.3 **Detainee Labor:** Detainees must not be employed or otherwise engaged or utilized by the contractor in the direct rendition of any healthcare services performed under the contract.

3.11 Continuous Quality Improvement (CQI) Meetings Requirements:

3.11.1 The contractor must meet to review provision of healthcare service at the Jail. The contractor shall meet with the Sheriff or designee(s) during scheduled Continuous Quality Improvement (CQI) meetings to discuss healthcare reports concerning the overall operation of the Jail's healthcare services program and the general health of the detainees at the Jail. All meetings shall be on-site and scheduled to the mutual agreement of the County and the contractor, but in the event of conflict, the decision of the County shall be final.

3.12 Personnel Contacts and Other Personnel General Requirements:

- 3.12.1 The contractor shall provide a list of all possible contractor personnel that may visit, perform, manage, or oversee delivery of medical services to the Jail. This list must contain at minimum the person's name, phone number and email address, and shall be maintained by the contractor throughout the duration of the contract with the County. The contractor shall be responsible for promptly updating the contact list and providing updates to the County.
- 3.12.2 Staff Listing and Approval: The contractor shall supply the County with a complete list of employees, supervisors and management assigned to perform medical services under the contract at the start of the contract, and as frequently thereafter as requested by the County. All employees of the contractor shall be subject to the approval of the County that will include a criminal background check. The contractor shall submit to the Boone County Sheriff's Department the name, date of birth, Social Security number, driver's license number, and references for any contractor or subcontractor employee who may be assigned to work in the medical services office at least ten (10) work days prior to commencement of work. The contractor shall be responsible for keeping the staff listing current and shall immediately notify the Sheriff's Department regarding any employee termination.
- 3.12.4 Personnel Relations: Personnel relations of employees on the contractor's payroll shall be the contractor's sole responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of the contractor's personnel performing services for the County under the contract.
- 3.12.5 Independent Contractor: The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the County. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County, 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.
- 3.12.6 Security: All contractor personnel must follow all County security rules, regulations, and policies. The County reserves the right to reject admittance to any person who may constitute a security risk in the sole opinion of the Boone County Sheriff's Department, or to otherwise require that person's termination for contract work. The contractor shall be responsible for fingerprinting costs.

3.13 Contractor Employee Screening and Security, and Employment

- 3.13.1 The contractor shall agree to on-site employee including subcontracted employee background screening conducted by the Missouri State Highway Patrol as detailed

in **Attachments One and Two**. All contractor personnel, including any subcontractor personnel, shall undergo a background check prior to entering the facility to begin contracted work.

- 3.13.2 Employment: The County will not engage the services of any current or dismissed contractor personnel for one (1) full year after termination of employment, or one (1) year after termination of the contract without the written consent of the contractor.

3.14 Facilities and Equipment:

- 3.14.1 Medical Office and Exam Room Space: The County shall provide the contractor with facility space for medical-office records, examination space, medical supplies storage, and office space for the nurse. The County shall also provide and be responsible for the replacement of the identified "capital equipment," i.e., existing office furniture and other equipment the County will provide for the contractor's use in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, telephone service and other equipment as deemed necessary and agreeable to the County. Upon termination or expiration of the contract, the contractor shall vacate the premises and deliver back to the County the premises in the same condition that the premises were in at the time the contractor entered the premises, with reasonable use and wear expected, including all capital equipment and any office furniture or equipment the contractor has used during performance of the contract that the County has provided.
- 3.14.2 Durable Medical Equipment: The County takes responsibility for provision of medical equipment. The contractor shall, at the Sheriff's request, assist the Sheriff in securing medical equipment necessary for the Jail at cost-effective pricing. This provision shall apply for the outright acquisition of equipment as well as any equipment that is rented or leased. The contractor shall have no conflict of interest in making any recommendation for medical equipment to the Sheriff. Typical durable medical equipment expected in a medical unit includes but is not necessarily limited to the following: exam table, exam stool, ophthalmic/otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales. Upon termination of the contract, all durable medical equipment must be in good working order, with allowances made for reasonable wear and tear.
- 3.14.3 Office Equipment: The Sheriff will provide use of County-owned office equipment in place at the Jail's healthcare unit. Typical office equipment includes but is not necessarily limited to the following: a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier/printer; and toner. Upon termination of the contract, all office equipment must be in good working order, with allowances made for reasonable wear and tear.

- 3.14.4 County/Contractor Supplied Equipment: The County shall provide the contractor with the initial inventory of supplies (i.e., bandages, lancets, etc.) and capital equipment (i.e., durable medical equipment) at the start of the contract.
- 3.14.5 Office Supplies (Disposable). The County will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes as required.
- 3.14.6 Other Equipment: Other equipment not provided by the County that the contractor deems to be necessary, shall be provided by the contractor at its own expense for the start-up and for on-going operations contract tasks.
- 3.14.7 All equipment, supplies, etc. provided, supplied or owned by the contractor shall remain the property of the contractor. All equipment, supplies, etc. provided, supplied, or owned by the County shall remain the property of the County.
- 3.14.8 Vehicle: The contractor will not need to provide a transport vehicle for the delivery of medical service.
- 3.14.9 Repair and Replacement: The contractor shall be responsible for the cost of repair of County capital equipment (durable medical equipment) where it has been determined by the County that damages were due to the contractor's gross negligence or the gross negligence of the contractor's employees, staff, agents or subcontractors. The County shall be responsible for repairs that arise due to normal wear and tear of medical service equipment. For any new medical service equipment that is provided by the contractor, the contractor shall be responsible for the repair/replacement of new equipment.
- 3.14.10 Use of Provided Space: The following requirements shall apply:
- a. Medical Service Areas: The County shall permit the contractor to use office space in the County jail and other spaces as necessary to carry out the terms of the contract. The County shall provide heat, air conditioning, sewer, electricity, natural gas and cold/hot water. The contractor shall exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies.
 - b. Right of Inspection: The Sheriff, his or her designee, and any authorized agents of the County shall have the contractor's complete cooperation and full access to all medical service, examination and storage areas and records on inspections that they may conduct. This right shall extend to any other public officer or agent. This provision shall not be construed to limit the County's ability to enter into the premise with or without notice for any reason.
 - c. Facility Security: The contractor shall be responsible for control of keys and other entry devices obtained from the County for the contractor's employees and for the security of those areas that are used by its

employees, staff or subcontractors related to provision of contractual medical services.

- i. Lock Cylinder/Key Installation and Replacement: The contractor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.
- ii. County Security: The County shall provide the contractor with safety and security services inside the County's facilities.

3.14.11 Utilities and Telephone: The following requirements shall apply:

- a. Utilities: The County shall provide all utilities necessary for medical office operations.
- b. Telephone/Internet: The County shall provide the contractor with telephone service (local) and internet service. The contractor shall have access to local service using equipment provided by the County. The County shall pay for all long-distance telephone fees. The County shall pay for equipment repair and replacement, and line maintenance for the telephone and internet service.
- c. Uninterrupted Service: The County shall guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration barring acts of God, natural or manmade disasters and interruptions of the utility services listed in this section that are outside of the County's control.

3.14.12 Equipment and Facility Maintenance, Replacement and Sanitation: The following requirements shall apply:

- a. Cleanliness and Sanitation: The contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract.
- b. Safety Requirements: All materials, equipment and supplies provided by the County and the contractor must comply fully with all safety requirements as set forth by local, state and federal law, and sound medical practice and procedures.
- c. Housekeeping and Sanitation Responsibilities: As part of contract services, the contractor shall provide daily housekeeping and sanitation services of the medical unit and space occupied by the contractor at no additional cost to the County.
- d. Cleaning Floors: The County shall be responsible for cleaning/mopping floors in the medical service areas as determined by mutual agreement.

- e. Pest Control: The County shall be responsible for the costs and maintenance of insect and pest control in all medical service and storage areas at the Jail.
- f. Trash Removal: The contractor shall adhere to applicable state, County and municipal recycling and waste, disposal requirements, the contractor shall be responsible for removing trash from the medical unit to County-provided dumpsters. The contractor shall be responsible for removal of medical waste.
- g. Waste Containers: The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers used by the contractor for medical services shall be kept in a clean and satisfactory condition at all times and emptied by the contractor.

3.15 Excused Performances and Complaints Processing:

- 3.15.1 If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County facility are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 3.15.2 Processing of Complaints: The contractor shall follow the County's grievance process and provide a prompt response for addressing complaints from detainees related to medical service.

3.16 Duties and Obligations of the County:

- 3.16.1 Duty To Protect Detainees Resides with County: The contractor shall understand and agree that the Boone County Sheriff possesses and retains a non-delegable duty to protect detainees at all times. The contractor shall not assume said non-delegable duty by virtue of the contract. As such, the Sheriff specifically retains the duty and obligation for security of the detainees. This duty shall extend to the control of detainee movement. The contractor shall assume no responsibility for the movement of detainees and assume no responsibility for detainee protection at any time.
- 3.16.2 Security: The Sheriff will maintain responsibility for the physical security of the Boone County Jail and the continuing security of the detainee. The contractor shall understand and agree that adequate security services are necessary for the safety of the contractor's agents, employees, and subcontractors, as well as for the security of detainees and Boone County Jail staff, consistent with a correctional setting. The Sheriff will provide security sufficient to enable the contractor and its

personnel to safely provide the healthcare services described in the contract. The contractor shall understand and agree that the Sheriff will screen the contractor's proposed staff to ensure that they will not constitute a security risk. The Boone County Sheriff shall have final approval of all contractor's employees including subcontractors in regards to security/background clearance.

- 3.16.3 Detainee Information: The Sheriff will provide, as needed, information including records pertaining to the detainee that the contractor and the Sheriff mutually identify as reasonable and necessary for the contractor to adequately perform its obligations to the Sheriff and the County. Additionally, during the contract period, and for a reasonable time thereafter, the Sheriff will provide the contractor, at the contractor's request, the Sheriff's records relating to the provision of healthcare services to detainees as may be reasonably requested by the contractor in connection with an investigation of, or defense of, any claim by a third party related to the contractor's conduct. As the contractor may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the Sheriff will also make available to the contractor such records as are maintained by the Sheriff, hospitals, and other off-site healthcare providers involved in the care or treatment of detainees under the contract, to the extent the Sheriff has any control over those records. Any such information provided by the Sheriff to the contractor that the Sheriff considers confidential must be kept confidential by the contractor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County. Notwithstanding any provision of the contract to the contrary, the Sheriff's internal affairs investigative records shall not be required to be provided to the contractor or any other person or entity, except as may be required by law.

3.17 Statements, Audits, Payments, and Billing Requirements:

- 3.17.1 Invoicing and Payments: The contractor shall submit to the County, on a monthly basis, an itemized invoice for the contracted ADP, or for the actual detainee census count total for the quarter. These invoices will be processed by the County for payment within thirty (30) days. The contractor shall invoice and be paid in accordance with firm, fixed prices shown on the Vendor Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Sheriff's Department at the following address:

Boone County Sheriff's Department
2121 County Road
Columbia, Missouri 65202

- 3.17.2 Purchases and Expenses: The taxes or costs described below shall be borne by the contractor and shall be built into the quoted per diem price:
- a. Payroll taxes, for the contractor's employees, shall be paid by the contractor to appropriate federal, state and local authorities.

- b. All fees for required licenses and permits shall be paid by the contractor to the appropriate authority. All licenses and permits shall be kept current for the duration of the contract.

3.17.3 Average Daily Population (ADP): The ADP for a given quarter shall be determined from the Boone County Jail census records. For billing purposes, the Boone County Jail Detainee ADP will be two-hundred eleven (211) and the Noncounty Detainee ADP will be zero (0). Detainees who are not presently incarcerated in the Bone County Jail (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) shall not be counted in the ADP reported to the contractor by the County. The ADPs reported to the contractor shall only include those detainees presently incarcerated in the Boone County Jail.

3.17.4 Per Diem: The contractor shall understand and agree that per diem rate(s) shall cover additional costs in those instances where minor, short-term changes in the detainee population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the detainee population grows significantly and is sustained. The contractor shall request the monthly count for these separate populations on a quarterly basis.

- a. County Detainees: When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance shall be figured on the average number of County detainees above or below the contracted ADP for that quarter multiplied by the contracted per diem and the number of days in the quarter, (e.g., If the ADP for a quarter is 10 detainees above the contracted ADP, and if the per diem price is \$.65 per detainee, then the additional compensation due will be calculated as follows: $10 \times \$0.65 \times 91$).

- b. Non-County Detainees: To cover the cost of incidental medical expenses for Non-county Detainees (such as disposable medical supplies, biomedical waste disposal services, and medical malpractice and civil rights insurance coverage), the quoted separate per diem rate per detainee will be assessed for each Non-County Detainee housed in the Boone County Jail in excess of the contracted Non-County Detainee ADP.

3.17.5 Medical Claims Re-Pricing: For outside medical care the contractor helps arrange for provision to Boone County detainees, the contractor shall directly pay the outside medical providers for services performed. The contractor shall be reimbursed for these services by the County but only at a re-priced rate that shall be no more than the current Medicaid rate for the same service. The contractor shall be responsible for re-pricing these medical claims at the current Medicaid rate, or the applicable discount (if any), and confirm the integrity of the claim prior to payment. The contractor must provide supporting documentation of the claim and re-pricing upon submission of its reimbursement claim to the County by submitting actual bills received by the contractor from outside medical providers on the County's behalf.

- 3.17.6 Pool Money Account Requirements: The contractor shall be responsible for directly paying outside medical service provided to Boone County detainees on the County's behalf. The contractor shall be reimbursed for qualifying medical care from a pool of money the County has budgeted for this purpose. For the purposes of the contract, the contractor shall understand and agree that medical claims that the contractor shall pay to providers on behalf of the County shall be paid as applicable from a "pool" of thirty thousand dollars (\$30,000.00) to be used every twelve (12) months (hereinafter referred to as the "pool account"). The contractor shall understand and agree that money from the pool account shall not be used to pay for Designated Non-County Detainee costs including but not limited to dental care, mobile services, off-site services, and specified medications delivered to Designated Non-County Detainees.
- a. For purposes of facilitating payment to outside-medical providers, the County will pay the contractor 1/12th of the budgeted amount monthly for the duration of the contract year, in addition to the per inmate per diem, plus any other quarterly reconciliations that are addressed in the contract to which the contractor is entitled. All invoicing the contractor submits to the County shall correspond to the actual contract year and "Pool Account" designation and shall be labeled and identified by the contractor on the contractor's invoices to the County.
 - b. The date of service for outpatient care, or the date of admission for hospitalization, or the date of the prescription, must be used to determine the calendar month in which the expenses shall be applied toward the use of Pool Account money. Any costs exceeding the current annual Pool Account total shall be reconciled back to the County at the time the costs exceed the Pool Account total, or monthly, as needed.
 - c. The contractor shall be responsible for keeping track of Pool Account payments from the County and shall reconcile the payments with actual expenditures by the contractor to outside medical providers on a monthly basis.
 - d. Pool Open/Pool Overage/Pool Closed: The contractor's invoices shall use the "Pool Open," "Pool Overage," and "Pool Closed" designations for outside medical service consistent with Pool Open/Pool Overage/Pool Closed definitions identified herein. When outside medical service is being covered with pool account funds allocated for the contract/"pool" period, the contractor's invoice shall identify the invoiced outside medical service with the "Pool Open" designation. When the invoiced outside medical claims have exhausted annual allocated pool money (i.e., the \$30,000.00 annual amount) then the contractor's invoice shall identify the medical services as "Pool Overage." In addition, any outside medical claims that are presented to the County outside the annual contract/"pool" period shall be identified as "Pool Closed," (see also paragraph 3.1.2(i) herein).

- e. In the event the County's Pool Account payments leave a balance in excess of all invoices for that same 12-month period, all monies remaining must be returned to the County within ninety (90) calendar days after each twelve (12) month term.
- f. The contractor shall make every effort to have outside medical service providers submit invoices for services performed within ninety (90) calendar days after performance of the specific medical procedure. The contractor shall work with the County to ensure that outside medical care invoicing that qualifies for Pool Account coverage is submitted on a timely basis. i.e., the County prefers that invoicing be submitted within 12-months of the actual date of delivered service.
- g. In the event the contract is terminated prior to the twelve (12) month Pool Account term, any remaining money remaining in the pool, after paying all invoices to other service providers for services performed, shall be returned in full to the County.
- h. The contractor's monthly invoice shall include an itemized accounting of all Pool Account claims administered by the contractor. Itemization shall at minimum include detainee name, date of service, type of service, service provider, and cost of service. The contractor's invoice shall also identify when the medical claim is being processed as "Pool Open," "Pool Overage" or "Pool Closed."

3.17.7 Co-Pay: The County agrees to the use of a co-pay system, as permitted by law, for detainee medical requests.

3.17.8 Non-Medical Care of Detainees: The County will provide and pay for all other personal (non-medical) needs of the detainees while in the Boone County Jail, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.

3.17.9 Quarterly Adjustments: Account reconciliation shall be completed for variances in the ADP and other expenses, such as equipment or services purchased by the contractor on behalf of the County and with the County's prior approval on a quarterly basis throughout the duration of the contract period.

3.17.10 Arrears: Any contract amount in arrears shall be settled through reconciliation and adjusted accordingly. Adjustments shall be made to the first monthly invoice prepared after reconciliation between the contractor and the County. Payment of the adjusted amount shall be due within thirty (30) days of receipt of the invoice.

3.18 Reports, Reviews and Audits:

- 3.18.1 Reporting Period: The contractor's year-to-date reports shall correspond with the County's fiscal reporting period (January – December). A month shall be a calendar month. A week shall run from Thursday through Wednesday.
- 3.18.2 Review of Yearly Operating Reviews: Upon the request of the County and at no additional charge, the contractor shall meet with the County and review each year's operation, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services.
- 3.18.3 Record Retention/Audits: The contractor shall retain all financial records and statements pertaining to the contract for a period of three (3) years from the close of each year's operation. The contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order to ensure that medical supplies and operating costs including all labor costs can be readily determined and expenditures verified if requested by the County.

3.19 Other General Contract Requirements:

- 3.19.1 Insurance Requirements: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form, and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- a. **Medical Services**: The contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the contractor under any resulting contract. Coverage shall be provided as follows by a carrier with an A.M. Best minimum rating of A-IX.
 - b. **Commercial General Liability**: The contractor shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsements(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each

Occurrence” limit for either Commercial General Liability or Business Auto Liability. The contractor shall agree to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- c. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- d. **Workers Compensation** coverage shall meet Missouri statutory limits or provide evidence of monopolistic state coverage. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and have a \$500,000.00 policy limit.
- e. **Professional Liability:** The contractor shall maintain Professional Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 aggregate.
- f. **Proof of Carriage of Insurance -** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in the contract, and contain a description of the project or work to be performed. The Certificate of Insurance shall provide that there shall be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- g. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 3.19.2 Contract Terms and Conditions: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.19.3 Contract Period: The initial contract period shall run **Date of Award (as determined by signature of the Boone County Commission) through One Year**. The contract shall have four (4) additional, one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term.
 - a. After the completion of the final renewal term, the contract shall continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 3.19.4 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
 - a. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
 - b. All prices shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any. The renewal price adjustment percentage for the entirety of the renewal contract period shall be determined by the percent change published in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Unadjusted 12-month ending in

December for the preceding calendar year for Medical Care Services. (For example, the U.S. City Average, unadjusted 12-month CPI rate ending December 2018 was 2.6% as published January 11, 2019 at <https://www.bls.gov/news.release/pdf/cpi.pdf>. This percentage shall be the price increase adjustment for 2019-2020 per diem price for the 2019-2020 contract period. As a further example, if the per diem per detainee price for the current contract period is \$1.95, the 2.6% increase makes the per diem per inmate \$2.00 for the renewal contract period.

- 3.19.5 Cancellation: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure a material breach but is not required to do so.
- 3.19.6 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.19.7 Estimated Usage: All orders will be placed by the County on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.
- 3.19.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.
- 3.19.9 Transition on Commencement of Contract: The contractor shall coordinate and cooperate with the existing medical service contractor to ensure a smooth and orderly transition with uninterrupted medical services. Upon award of contract, the contractor shall name a Transition Manager who shall have responsibility for transition activities. No later than within thirty (30) calendar days after award of the contract or upon the Sheriff’s request, the contractor shall submit a final Transition Plan to the Sheriff for approval. The final plan shall include, but not be limited to details for dealing with existing medical supplies inventories on site.
- 3.19.10 Hold Harmless and Indemnify: The contractor shall hold harmless and indemnify Boone County including the Boone County Sheriff’s Department and the Boone County Jail against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the contractor or its employees, which is related to medical treatment or care

provided by the contractor. With respect to any claim for indemnification, the County shall (i) give written notice thereof to the contractor within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the contractor (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the County denies the contractor reasonable access as set forth, after written request therefore, the County shall assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

- a. The County will hold harmless and indemnify the contractor (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the County or its employees, which is related to medical treatment or care provided by the contractor. With respect to any claim for indemnification, the contractor will (i) give written notice thereof to the County within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the County (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the contractor denies the County reasonable access as set forth, after written request therefore, the contractor shall assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

- 3.19.11 Independent Contractors: In order to discharge its obligations hereunder, the contractor may engage certain healthcare professionals as independent contractors rather than employees.
- 3.19.12 New Legislation: In the event new legislation impacts medical treatment, the County and the contractor shall agree to discuss a mutually agreeable resolution and amend the contract in writing via the Boone County Purchasing Office, as approved by the Boone County Commission.
- 3.19.13 No Grant of Rights: Each of the parties shall understand and agree that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 3.19.14 No Relationship or Authority: The parties agree that the contractor shall at all times be an independent contractor in the performance of the services hereunder, and that nothing in the contract will be construed as or have the

effect of constituting any relationship of employer/employee, partnership, or joint venture between the County and the contractor. The contractor shall understand and agree that the contractor does not have the power or authority to bind the County or to assume or create any obligation or responsibility on the County's behalf or in the County's name, except as otherwise explicitly detailed in the contract, and the contractor shall not represent to any person or entity that the contractor has such power or authority. The contractor shall not act as an agent nor will the contractor be deemed to be an employee of the County for the purposes of any employee benefit program.

- 3.19.15 Notice: Any notice required or permitted to be given hereunder must be in writing and delivered by overnight courier (e.g., FedEx), or by facsimile (receipt confirmed), to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent to the Boone County Sheriff and/or the Boone County Jail, 2121 County Drive, Columbia, MO 65202; facsimile: 573.874.8953; email: khoskins@boonecountymmo.org.
- 3.19.16 Other Contracts and Third-Party Beneficiaries: The parties acknowledge that the contractor shall not be bound by or be aware of any other existing contracts to which either the Boone County Sheriff or Boone County are a party and which relate to the provision of healthcare to detainees at the Boone County Jail. The parties agree that they have not entered into the contract for the benefit of any third person(s) and it is their express intention that the contract is intended to be for their respective benefits only, and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 3.19.17 Severability: If any provision of the contract, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the contract shall continue unaffected in full force and effect. The parties shall negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 3.19.18 Subcontracting: In order to discharge its obligations hereunder, the contractor may subcontract services including, but not limited to, pharmaceutical services, biomedical waste disposal, and mobile services.
- 3.19.19 Excused Performance: In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

3.19.20 Further Acts: The County and the contractor shall agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of the contract.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an **electronic copy of the proposal on a removable storage drive**.

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on July 26, 2019**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

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

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

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

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

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact

on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

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

4.4 VALIDITY OF PROPOSAL RESPONSE:

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

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) must use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

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

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct

negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror's business. If not submitted with the proposal, the County reserves

the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP including the method of performing the Scope of Work including provision of on-going contractor support. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

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

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

5.1. PRICING:

The vendor must submit a total firm, fixed price per detainee per day for provision of medical services for all options identified below. The pricing below must cover all costs of providing medical service as specified herein. No other pricing will be paid by the County

The per diem price charged shall be based on the monthly ADP detainee census count or actual count, whichever is greater.

<u>LINE ITEM</u>	<u>MEDICAL SERVICES</u>	
----------------------	-------------------------	--

*****Per Diem Per Detainee ADP Census Pricing*****

Basic:

Medical Services Per Diem Per Detainee

For provision of medical services as defined herein including 168-hours/week nursing coverage of which 40-hours is RN service/week, and 40-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.1 \$ _____ Per Diem Per Detainee

Medical Services Per Diem Per Detainee, +40 RN/40 QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage plus an additional 40-hours RN service/week, and 40-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.2 \$ _____ Per Diem Per Detainee

Medical Services Per Diem Per Detainee, 80QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage of which 40-hours is RN service/week, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.3 \$ _____ Per Diem Per Detainee

Medical Services Per Diem Per Detainee, + 40 RN/80QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage plus an additional 40-hours is RN service/week, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.4 \$ _____ Per Diem Per Detainee

*****ADP Adjustment Price – Applies to Any of the Above Pricing Options*****

County Detainees ADP Adjustment Price Per Diem Per Detainee:

When the actual ADP for the quarter falls above or below the contracted ADP of 211 detainees per day per quarter, quote a firm, fixed per detainee per diem price to be applied only to the number of County detainees above or below the ADP for the quarter.

5.1.5 \$ _____ Per Diem Per Detainee, ADP Adjustment

*****Non-County Detainee Price – Applies to Any of the Above Pricing Options*****

Non -County Detainee Price Per Diem Per Detainee:

Quote a separate per diem per detainee price for Non-County detainees to cover the costs of incidental medical expenses.

5.1.6 \$ _____ Per Diem Per Non-County Detainee

5.2 Vendor’s Experience, Expertise and Reliability:

The evaluation of the vendor’s proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor’s experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor’s proposal.

5.2.1 Company History:

The vendor should describe in the available space the company’s background in provision of medical services to County jails like the Boone County Jail. Also identify when the company was founded, and how long the company has been serving the national and Missouri market, etc:

5.2.2 Professional Standards

Describe all professional organizations and standards the vendor adopts and integrates into provision of jail-based medical services:

5.2.3 Vendor's References:

Provide at least three (3) references for whom the vendor has performed detainee medical services in the past twelve (12) months:

• **Reference 1**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Medical Services Furnished: _____

Availability of Reference: _____

=====

• **Reference 2**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Medical Services Furnished: _____

Availability of Reference: _____

=====

- **Reference 3**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Medical Services Furnished: _____

Availability of Reference: _____

Personnel Expertise Summary:

5.2.4

Expertise of **key personnel**, i.e., at minimum, the LPN, RN, Medical Practitioner, and Qualified Mental Health Professional, who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, including educational degrees and certifications, of key personnel who will be assigned as key contact personnel for the County in administering the contract. Identify the title the staff person will be assigned under the prospective contract and emphasize the expertise the person brings for consideration.

Organizational Chart - In addition, the vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____
_____	_____
_____	_____
2. _____ (Name)	_____
_____	_____

(Title)

3. _____
(Name)

(Title)

4. _____
(Name)

(Title)

5. _____
(Name)

(Title)

Copy for additional space

5.3 Performance Methodology:

The offeror should provide the following information regarding the proposed approach to provide medical services to the Boone County Jail:

5.3.1 Describe the general manner in which the vendor proposes to provide general medical services to the Boone County Jail.

5.3.2 Description of Vendor's Nursing Staffing:

The vendor should address how the vendor proposes to provide nursing coverage a minimum 168-hours per week:

5.3.3 Description of Vendor’s Practitioner or Mid-Level Practitioner Staffing:

The vendor should address how the vendor proposes to provide on-call 24X7 practitioner or mid-level practitioner coverage to the Boone County Jail:

5.3.4 Mid-Level Practitioner:

If the vendor proposes to provide a mid-level practitioner in lieu of a physician, elaborate on the skill set and experience the vendor will require when assigning a mid-level practitioner:

5.3.5 Qualified Mental Health Professional:

The vendor should address how the vendor proposes to provide qualified mental health professional coverage a minimum 40-hours per week:

5.3.6 Outside Medical Care Protocol:

The vendor should address their protocol for using outside medical care providers with a focus on how they communicate and authorize service. Respond to this particular scenario: An inmate is transported to a local hospital complaining of chest pains. When in the ER, the inmate complains of hip pain. How does the vendor address this case with the hospital staff:

5.3.7 Medical Cost Containment:

The vendor should address their protocol protocol and standard operating practices that address medical cost containment with delivery of necessary medical care to the inmate:

5.3.7 Single Point of Contact Information:

Provide the contact name, phone number and e-mail for the primary contact person who will be the Single Point of Contact for the Boone County Jail regarding medical service issues:

Name:

Address:

Phone Number:

E-Mail:

5.3.9 Reports and Record Keeping:

The vendor should submit samples of its routine reports regarding daily medical unit operations. In general, the vendor should address its record keeping practices and address what reporting it can make available to the County:

5.3.10 Subcontractors:

If the vendor intends to subcontract any part of specified performance tasks to any subcontractor then the vendor should describe any subcontractors by name, location and task that the subcontractor(s) will perform:

5.3.11 Other:

Describe any other features of the vendor's proposed medical service program that would be beneficial for the County to know in order to evaluate the potential the vendor's service may bring to the County:

CERTIFICATION REGARDING LOBBYING

(The vendor should complete and return with the proposal)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

(The vendor should complete and return with the proposal)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

Liz Palazzolo
Senior Buyer



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

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

Additional information may be obtained from:

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Options

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

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

Bid: RFP #06-26JUL19 - Medical Services – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

ATTACHMENT ONE

Contractor Background Screening Policy

As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. In an effort to better streamline this process for contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency.

This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States or is a non-US Citizen, further steps may need to be taken. The MSHP Security Unit can provide more details regarding this process upon request. Qualification to work on contract will be based upon the following criteria:

- A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
- Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- Any other misdemeanor convictions and guilty pleas **may** be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company, if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

Contractors will be required to undergo a background check at a minimum once every five years. To maintain up-to-date files, the MSHP Security Unit will perform name-based checks every two years or when a new contract is executed whichever is more frequent. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

The CSO or their designee will maintain a list of contractors who have been approved to work at the Missouri State Highway Patrol or other Missouri Law Enforcement Agencies.

If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.

The CSO for the Missouri State Highway Patrol has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.

ATTACHMENT TWO



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Colonel Sandra K. Karsten, Superintendent



An
Internationally
Accredited
Agency

Eric R. Greitens
Governor

Charles A. (Drew) Juden
Director

Date

Name
Company
Address
Address

Dear :

This packet contains information and documents that will help you complete the process to become compliant with two of the major FBI CJIS Security Policy requirements for contractors/vendors. In lieu of performing background checks and security awareness training with each agency your organization does business with in the State of Missouri, the Missouri State Highway Patrol (MSHP) CJIS Security Unit has developed a process to centrally manage the fingerprints and security awareness training for vendors/contractors. This will allow other agencies within Missouri to refer to the MSHP during audits for those specific policy requirements. Even though the MSHP is managing those two items, your company will be required to abide by any additional policies and procedures required by the agency with which you execute a contract.

Each employee from your company who requires unescorted physical and/or logical access to criminal justice information is required to undergo a fingerprint-based background check. To complete this process, please return the completed fingerprint cards, along with a check to cover the appropriate processing fees to the address listed below. Incomplete or partial documentation will not be processed.

Please provide the following documents for each employee requiring access:

- Submit completed Fingerprint Card
- Under Employer and Address – must indicate Company Name
- Under Reason Fingerprinted – must indicate Contractor
- Under ORI – must use MOMHP0070

Criminal background check fee of \$32.00 per applicant

Please remit payment for processing by check or money order payable to the "Criminal Record System Fund" of the Missouri State Highway Patrol. All documentation, including payment, must be returned to:

Missouri State Highway Patrol
Criminal Justice Information Services Division
Attn: Accounting Unit, Nikki Wrinkles
1510 East Elm Street
Post Office Box 9500
Jefferson City, MO 65102-9500

Also included is a copy of the Contractor Background Screening Policy. This policy provides further guidance on the background screening process.

Upon the completion of the background check the Patrol will not release any information to the agency or to your organization in regards to the background checks. The Patrol will issue a response of either "Access Allowed" or "Access Not Allowed" for everyone. The Patrol will maintain a list of accesses allowed employees for your company.

Finally, FBI CJIS Security Policy section 5.2 requires that all personnel with physical and/or logical access to criminal justice information complete security awareness training and renew that training biannually for the duration of the contract. The MSHP has purchased a solution to provide and track this security awareness training for all your employees via the www.cjisonline.com portal. Please contact the CJIS Security Unit at the number below to set up your agency in the CJIS online system.

If you have any questions, please feel free to call the CJIS Security Unit at 573-526-6153, x2658.

Sincerely,

CHRISTOPHER S. JOLLY, Captain
Criminal Justice Information Services Division

enc

End of Document

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

2nd

day of

January

20 20

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 cooperative agreement between Boone County and the State of Missouri for Child Support/IV-D County reimbursement.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 2nd day of January 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Farry
Fred J. Farry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

Contract For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10220C009

Title: IV-D County Reimbursement Cooperative Agreement

Contract Period:

January 1, 2020 through December 31, 2022

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: County of Boone
Mailing Address: 705 East Walnut
City, State Zip: Columbia, MO 65201-4485
State Vendor #: 43600034902

County Level Designation: Level C

Multi-County Project Name (if applicable):

Contractor Contact Person Name and Title: Patti Harris - Legal Assistant

Contact Person E-Mail Address: pharris@boonecountymo.org

The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.

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

SEE ATTACHED
Authorized Signature for the Circuit Clerk

Christy Blakemore
Name & Title

Date

SEE ATTACHED
Authorized Signature for the Prosecuting Attorney

Daniel Knight, Prosecuting Attorney
Name & Title

Date

SEE ATTACHED
Authorized Signature for the County Commissioner/Executive

Daniel Atwill, Presiding Commission
Name & Title

Date

Patrick Inelbeing SH
Authorized Signature for the Department of Social Services

January 22, 2020
Date

FOR THE COUNTY OF BOONE:


DANIEL K. ATWILL, Presiding Commissioner

ATTEST:


BRIANNA L. LENNON, County Clerk

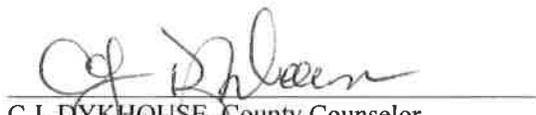
Approved:


DANIEL K. KNIGHT, Boone County Prosecutor

Approved:


CHRISTY BLAKEMORE, Circuit Clerk

Approved as to Legal Form:


C.J. DYKHOUSE, County Counselor

Acknowledged:


JUNE E. PITCHFORD, County Auditor

By *F*

*No Encumbrance Required
Revenue Only*

1 Introduction and Background Information

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Boone (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of IV-D child support services.
- a. For the purpose of this cooperative agreement the term "contractor" shall refer to the "county"; and
 - b. For the purpose of this cooperative agreement the term "contract" shall mean the same as "cooperative agreement",
 - c. For the purpose of this cooperative agreement, the Prosecuting Attorney's Office in a single county, or the Prosecuting Attorney's Office of the host county of a Multi-County project, provides the IV-D casework services. The Circuit Clerk's office in the county exchanges information in the Missouri Automated Child Support System (MACSS) and provides requested court documents to the Department, including, but not limited to certified copies of orders for this cooperative agreement.
- 1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Missouri Office of Administration.
- 1.3 The mission of the Department of Social Services, Family Support Division is "We will lead the nation in building the capacity of individuals, families, and communities to secure and sustain healthy, safe, and productive lives. "
- 1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations for children receiving Temporary Assistance for Needy Families (TANF) benefits under Part IV-A, Title XIX Medical assistance, benefits or services for foster care maintenance under Part IV-E and for any other child, if an individual applies for such services with respect to such child.
- 1.5 The contract period shall be from January 1, 2020 through December 31, 2022.

2 General Performance Requirements

- 2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein.
- 2.2 Services reimbursed by the Department shall consist only of those services described herein, as authorized by the Department and allowable according to federal regulations.
- 2.3 The contractor shall coordinate all contract activities with designated representatives of the Department. The contractor shall designate an employee of the contractor as the contact person who will service the contract and to whom all notices from the Department will be sent.
- 2.4 Correspondence: Within five (5) days of a change in the contractor's contact person, the contractor shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the contractor's contact person servicing the contract.
- a. The contractor understands that e-mail will be used to transmit contract documents and other correspondence from the Department to the contractor.
 - b. The contractor must obtain a state e-mail address.
 - c. Any such emails containing information regarding specific cases should be submitted utilizing the state e-mail address or each message must be encrypted pursuant to the Department's Missouri Child Support Procedural Manual.
 - d. It shall be the responsibility of the contractor to ensure the timely review and response to e-mails. The contractor's contact person must utilize their state e-mail at least every 30 days. This will ensure continued access to the state e-mail system.
- 2.5 Contractor's Personnel

- 2.5.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
 - b. The contractor shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.6 Subcontractors: Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
 - b. shall not henceforth be in such violation, and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.7 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to executing the contract.
- 2.8 Debarment Certification

- 2.8.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 2.8.2 The contractor must complete and submit Exhibit #2, Certification Regarding Debarment, prior to executing the contract.
- 2.9 Subrecipient Determination and Requirements
- 2.9.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.
- 2.9.2 The contractor shall comply with Federal Funds Subrecipient Requirements, attached hereto as Attachment A.
- 2.9.3 As used in Attachment A, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.
- 2.10 Registration of Business Name
- 2.10.1 The contractor must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

3 Specific Performance Requirements

3.1 General Program Requirements

- 3.1.1 Pursuant to 13 CSR 40-108.040, and for the purpose of this contract, the following definitions shall apply:
- a. Level A County – A county which is designated to have sole responsibility for the entire operation of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
 - b. Level B County – A county in which the prosecuting attorney is designated to have sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
 - c. Level C County – A county in which the Department is designated to have sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
 - d. Multi-County Project – A designated group of Level C counties that have individually entered into a contract with the Department to perform judicial IV-D duties, with one county acting as the Host Level C county. The Host County is responsible for referrals assigned to all counties within the project.
 - e. Referral or Referred Cases – Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, and shall include all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual.
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
- 3.1.2 Pursuant to 13 CSR 40-108.040, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in Attachment B (IV-D County Additional Requirements), as applicable.
- 3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department are controlling for all administrative IV-D activities and purposes to be performed by the contractor. Nothing in this subsection is intended to supersede the prosecuting attorney's requirements to follow all applicable state and federal laws and regulations and the Missouri Rules of Professional Conduct.
- a. The Department policies and procedures can be located at:
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>

- 3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.
- 3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15, 45 CFR part 74 and 45 CFR part 75.361.
- 3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without the prior written approval of the Department.
- 3.1.7 All outside child support inquiries, with the exception of inquiries made by persons receiving support or persons paying support on their own cases, (e.g. media, legislator, vendor, and other governmental agencies) made to the contractor regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the Department for response.
 - a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
 - b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.
- 3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and IV-D cases which judicial actions are to be pursued by the contractor. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department. Responses shall not include information about the contract, the statewide child support program, its policies, procedures or performance.
- 3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within three (3) business days of an employee's start date, the names and necessary forms for access to state systems of all new personnel; and within three (3) business days of personnel departures.
- 3.1.10 The contractor's employees shall utilize the Department's Microsoft Outlook system for electronic mail (e-mail) for contract documents and other correspondence related to the referrals of cases and related case activity pursuant to this contract. Access to this Microsoft Outlook system for electronic mail should occur at least once every thirty (30) days to avoid disruption of the access.

3.2 Prosecuting Attorney's (PA) Office Responsibilities

- 3.2.1 The PA must take action pursuant to Chapters 210, 452, and 454 RSMo and within the time frames specified in 13 CSR 40-108.040 on all cases referred to them from the Department. Case action shall include, but is not limited to:
 - a. Filing a co-respondent petition when the custodian fails to cooperate in paternity action; and
 - b. Filing a legal action criminally or civilly, including pursuing arrears due the Department without the cooperation of the person receiving support.
 - 1. However, the following exceptions apply for enforcement cases:
 - i. If the PA takes an action(s) that results in a support payment posting to the case within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
 - ii. If the PA refers the person paying support to a state-approved diversion program and that person enrolls and participates within the first counted sixty (60) days, then the requirement to file a legal action is satisfied by this substitution.
 - 2. In both of the above exceptions, the PA should not return the referral, but monitor the person paying support's compliance. If the person paying support ceases to pay under an enforceable order, or once participation in a state-approved diversion program ends and the case is not in paying status, then the PA shall pursue the referral, if appropriate, by filing a legal action.
 - 3. Both of these exceptions shall be recorded with FSD in the Missouri Automated Child Support System (MACSS) and via the PA judicial statistics website.

- 3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time-frames.
- 3.2.3 The PA shall be responsible for all direct communication regarding the actions taken pursuant to a referral with the person receiving support, the person paying support, and, if ethically appropriate based upon the rules bound by the Missouri Bar, the attorney(s).
- 3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:
 - a. accept referrals from the Department;
 - b. record all IV-D activities;
 - c. comply with the requirements of 13 CSR 40-108.040;
 - d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
 - e. enter order information after registering foreign orders for enforcement or modification (All counties except non-Host Level C counties within a multi-county project).
- 3.2.5 The PA's personnel shall attend all training courses identified mandatory training by the Department.
- 3.2.6 The PA shall retain and monitor referrals accepted for enforcement for a time sufficient to show consecutive months of support payments were made and those payments indicate that continuing compliance is more likely than not.
 - a. At a minimum, the PA shall monitor payments:
 - 1. Not less than 3 months after initial judicial action completed if the person paying support has complied with the Judgment of Contempt or Judgment of Guilt.
 - 2. Not less than 6 months for all other cases.
 - b. If payments have not been made in consecutive months in compliance with a purge or probation order or a voluntary agreement with the PA, then the PA shall take the next legal action available to attempt to collect payments on the case.
 - c. Referrals may be ended and returned in cases where it is known that the person paying support cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.
- 3.2.7 The PA shall return referrals to the Department when there is lack of jurisdiction, a conflict of interest exists, no reasonable legal remedy is available, the referral packet is incomplete and the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days, at the request of the Department if nothing has yet been filed with the court, or in other extenuating circumstances upon mutual agreement between the Department and the contractor.
 - a. The PA must return referrals within fifteen (15) calendar days of request of the Department.
- 3.2.8 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages or to agree to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family. The PA may only agree or consent to forgive or reduce post-judgment principal or arrearages after obtaining settlement authority and settlement approval from the Director or the Deputy Director of the Family Support Division.
- 3.2.9 The PA may petition for a judgment against the person paying support in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:

FSD Genetic Testing Unit
P.O. Box 2320
Jefferson City MO 65102

- 3.2.10 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department's office currently designated in MACSS.
- a. The MO Form 14 can be found at:
<https://www.courts.mo.gov/file.jsp?id=114613>
- 3.2.11 The PA shall review its "Referral Checklist" at least once per year by December 31st on the Department's intranet site (<http://dssweb.cds.state.mo.us/fsd/training/CSE/PA/LegalReferralReq/index.htm>). Any and all changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison.
- 3.2.12 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.
- 3.2.13 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15th, July 15th, October 15th, and January 15th) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.
- a. For purposes of this cooperative agreement, the term "conviction" is defined as dispositions of an original felony/misdemeanor criminal charge. Dispositions include that the person paying support has:
1. plead to a suspended imposition of sentence; or
 2. plead to a suspended execution of sentence; or
 3. plead guilty and was sentenced; or
 4. was convicted after trial.
- b. Convictions defined and recorded here do not include subsequent orders on the same criminal case occurring after a probation violation hearing or motion to revoke probation.
- 3.2.14 The PA shall submit Prosecuting Attorney Judicial Statistics on the Department's intranet site (<https://apps.dss.mo.gov/macCriminalNonSupport>) such statistics include those required under section 568.040 RSMo and any other statistical data requested by the Department.
- 3.2.15 The PA shall inform the Department of any adverse decision made by the Court on a referral handled by that PA where it is the PA's legal opinion that the adverse decision is contrary to established law affecting the child support program. The harmed party may be the State, or a party to the underlying case, or both. This notification should be a timely email to the Department's Prosecuting Attorney Liaison and will include a written recommendation regarding whether an appeal is appropriate based on the law and the facts and the reasoning behind the recommendation. The Department will review the recommendation and make a final determination regarding whether the case should be appealed.
- 3.2.16 If a subpoena is received by the PA, or their personnel, on a child support case assigned or referred to the PA's office, a copy of the subpoena is to be sent by email to FSD Legal Counsel and the Department's Prosecuting Attorney Liaison. The subject line of the email should include the following: subpoena, person paying support's name and IV-D case number. The Department will send out annual notices of the correct email addresses for PAs to use for forwarding subpoenas to FSD.
- 3.3 Circuit Clerk (Clerk) Responsibilities
- 3.3.1 The Clerk shall utilize MACSS:
- a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and
- b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.
- 3.3.2 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.
- 3.3.3 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).

3.3.4 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) The Clerk must complete all requests within ten (10) calendar days.

3.4 Department Responsibilities

3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).

3.4.2 The Department will review MACSS and www.courts.mo.gov/casenet for case information before making a status inquiry to the contractor.

3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.

3.4.4 The Department will use its best effort to provide proper notice to the contractor of any proposed rule or regulation impacting the child support program, pursuant to section 454.400 RSMo.

3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:

- a. Installation and problem resolution assistance for personal communication software/TN3270 Plus;
- b. Problem resolution assistance for MACSS-related printing problems;
- c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities;
- d. Microsoft Office application assistance related to child support business; and
- e. Problem resolution assistance for Intranet and Internet application assistance related to child support business.

3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, assigned to carry out the requirements stated herein, within five (5) business days of receipt of the request. Contractor's requests for user IDs and passwords must be submitted through the Department's online security access unit or the PA MACSS Liaison.

3.4.7 The Department will notify the contractor, or their designee of the following information:

- a. Key personnel changes at the Department;
- b. Statewide statistical data;
- c. Missouri's annual federal self-assessment audit compliance reports;
- d. MACSS changes;
- e. Policy(s) issued; and
- f. All program-related information distributed to Department supervisors or managers.

3.5 Fiscal Requirements

3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 40-108.040.

3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.

3.5.3 The contractor shall submit an annual budget request on or before July 1st of each year to the Department for approval. Annual electronic budget forms will be provided to the contractor no later than May 1st each year. The contractor shall utilize the annual budget form to submit the PA's annual budget request.

- a. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's Prosecuting Attorney Liaison.

- b. If the Department proposes any different review, method, or calculation formula to determine the next annual budget for the contractor, then the contractor shall have fifteen (15) calendar days to provide comments on the proposed changes in the calculations. The MOPS and/or MAPA representative shall have an opportunity to discuss the changes in calculations with the Department before final application of the review, method, or calculation formula is made to the budgets of the counties.
- c. The contractor shall refer to Section 4 of Attachment A to determine the amount of indirect costs they may be reimbursed.
- d. The contractor must submit the annual budget request via e-mail to the Department's Prosecuting Attorney Liaison.

- 3.5.4 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. The contractor shall acquire space from the private sector in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-3.010(5) (A).
- 3.5.5 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010(5)(D).
- 3.5.6 The contractor shall receive prior written approval from the Department for out-of-state travel for child support training. Out of state travel for training is limited to two people one time per year per office.
- 3.5.7 Pursuant to 13 CSR 40-3.010(3)(G), the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, excluding training, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.
- 3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. The Department will pay approved reimbursement at the current Federal Financial Participation (FFP) rate.
- 3.5.9 Allowable costs for travel and per-diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct>
- 3.6 Audits, Monitoring and Compliance-Financial
- 3.6.1 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:
 - Department of Social Services, Family Support Division
 - County Reimbursement Unit
 - 615 East 13th Street, Room 204-2
 - Kansas City, MO 64106
- 3.6.2 The Department may conduct financial reviews to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.
- 3.6.3 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the review.
- 3.6.4 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial review as follows:
 - a. If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
 - b. A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.

- c. The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department must acknowledge the PA request in writing within thirty (30) days, and then advise the PA in writing when a decision is made.

3.6.5 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. The Department will provide written notification to the contractor if the Department determines that it will impose any special conditions or restrictions. The special conditions or restrictions may include, but are not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the department.

3.7 Audits, Monitoring and Compliance-Performance

3.7.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.

3.7.2 The audits may include, but are not limited to, remote review of data entered into MACSS or on-site audits of hardcopy or electronic case records. The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 (a) and 303.2(c) and shall include, at a minimum, the following:

- a. Original referral documentation;
- b. Record of all relevant contacts with the parties to the action; and
- c. Record of all legal action.

3.7.3 The Department will measure the contractor's performance in accordance to 13 CSR 40-108.040 for cases referred from the Department for legal action. The Department shall conduct compliance reviews for this purpose solely on the case information contained in MACSS.

3.8 Prosecuting Attorney Compliance: Pursuant to 13 CSR 40-108.040, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:

- a. The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
- b. The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
 - 1) The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
- c. The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.

3.9 Federal Tax Information

3.9.1 The contractor and any subcontractors shall comply with IRS Publication 1075 Security Guidelines to specifically include, but not limited to, the requirement to notify the state agency immediately, but no later than twenty-four (24) hours after identification of a possible security issue involving Federal Tax Information (FTI) as required by IRS Publication 1075, paragraph 10.4. Further, the contractor shall comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit #5) document attached hereto. In addition, the contractor shall:

- a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>)
- b. complete and print the electronic *Internal Inspections Report* annually (<https://apps.dss.mo.gov/FSDIRSSafeguardingForms/>) and retain for five (5) years;
- c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- d. not disclose or release any form of protected federal tax information to any attorney representing a person paying support in the referred case under the contractor's control;
- e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- f. only provide key/combination locks to authorized personnel that have a need to access federal tax information; maintain key/combination accountability records; change key/combination locks when authorized personnel changes occur or at a minimum annually; and
- g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at angela.r.terry@dss.mo.gov.

4 General Contractual Requirements

4.1 General

- 4.1.1 The contract shall consist of any and all of the following documents, as applicable:
 - a. an original contract document; and
 - b. any subsequent amendments to the contract.
- 4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.
 - a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- 4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.
- 4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- 4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
- 4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.
 - a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
 - b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.
- 4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.2 Amendment, Termination and Renewal

- 4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.
- 4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
 - b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
 - c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.
- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its cases before the end of the sixty (60) day period, if applicable.
- 4.2.6 **Breach:** The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- a. The termination shall become effective on the date specified in the notice.
 - b. At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
 - c. The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States Postal Service mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all case records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- a. Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all case records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
 - b. Upon termination of the contract the Department shall have access to all case records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all case records and documents prepared or developed as a result of the contract.
- 4.2.9 **Transition of Services:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
- b. The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

4.3 Subcontracting

- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.4 Conflict of Interest

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
 - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
 - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
 - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
 - 1) Exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
 - 2) Directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
- a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;
 - b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
 - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.4.6 The contractor shall represents itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.
- 4.5 Business Compliance
- 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.
- a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
 - b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 4.6 Personnel and Staffing
- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.
- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.

4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

4.7 Federal Funds Requirements

4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs, as applicable.

4.7.2 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

4.7.3 The contractor shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

4.7.4 In the event Federal funding for the contract becomes unavailable or interrupted, the contractor shall, upon written notification from the Department, suspend work activities and incur no further costs under the contract, until such time as the Department notifies the contractor, in writing, that funding has been restored and work activities may resume.

4.8 Financial Requirements

4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.

4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.

- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

4.9 Contractor Liability

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

- a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.10 Insurance

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 Human Rights

4.11.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e, as amended) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act, as amended, which prohibits, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the contract.

4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.

4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

4.12 Recordkeeping and Reporting Requirements

4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.

4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).

- 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
- 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
- 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
- 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
- 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
- 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.
- 4.13 Confidentiality
- 4.13.1 All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.
- 4.13.2 The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 4.13.3 If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 4.13.4 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- a. Encryption of any device used to access or maintain confidential information or use of equivalent safeguard;
 - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
 - d. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

- f. Any disclosure of confidential information must be immediately reported to the Department as outlined in the policy manual. The contractor is financially responsible for any breach of confidentiality on IV-D cases occur in your office or that occur as a result of actions taken by the contractor's staff. The contractor must offer any affected party credit monitoring for one year either through the Department or directly through a credit monitoring service, for which the contractor has or obtains an agreement. If the Department will be handling the breach, then the Department will send the offer to the affected party (ies) and the cost to the Department may be recouped from the contractor's next monthly reimbursement after notification of cost.

4.14 Notification Requirements

- 4.14.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a person receiving support, person paying support, and/or child.
- 4.14.2 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
 - a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

4.15 Miscellaneous

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.5 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

5 Payments to the Contractor

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for the purpose of operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-3.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The contractor shall be reimbursed for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.
 - a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.

- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.
- a. The contractor shall submit its invoices to:
Family Support Division – Child Support
County Reimbursement Unit
615 E. 13th Street, Room 204
Kansas City, MO 64106-2829
 - b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 The Department, at its sole discretion, may:
- a. audit all invoices, in a manner determined by the Department;
 - b. reject any invoice for good cause;
 - c. make invoice corrections and/or changes with appropriate notification to the contractor;
 - d. deduct from an invoice any overpayment made by the Department; and
 - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

Attachment A: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
 - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - b. All applicable terms and conditions of the award.
 - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. Allowable Costs: Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
 - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. Indirect Cost Rates and Administrative Rates: In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
 - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
 - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
 - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
 - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.

5. Record/Document Requirements and Retention:

- a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.
- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
- c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.

6. Subrecipient Monitoring: The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.

- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
- b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
 - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
- c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
 - 1) More detailed financial reports or other documentation;
 - 2) Additional monitoring;
 - 3) Requiring the subrecipient to obtain technical or management assistance; and/or
 - 4) Establishing additional prior approvals from the state agency.

7. Audits: If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.

- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
- b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services
Division of Finance and Administrative Services
Attn: Single Audit
P.O. Box 1082
Jefferson City, MO 65102
Or DFAS.ComplianceUnit@dss.mo.gov

- c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.
9. **Transparency Reporting:** In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit #4, to the state agency prior to the award of the contract.
 - a. The subrecipient should register in the federal government System for Award Management (SAM) available at www.sam.gov, to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
 - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

Attachment B: Additional Contractual Requirements for Counties by Level

A. Level A County

- A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.
- A.2 **Prosecuting Attorney's (PA) Office Level A Responsibilities**
- A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
 - b. Establishing and modifying child support obligations;
 - c. Enforcing child, spousal and medical support obligations;
 - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
 - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
 - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
 - e. Conducting manual location activities, as needed, to supplement the automated system's location activities; and
 - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at:
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
 - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:
<http://10.60.16.82/fsd/training/CSE/MACSSQRG/index.html>
- A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.
- A.3 **Requirements for PA Representation in Bankruptcy Actions —Level A—Clay County, Western District**
- A.3.1 With regard to the County of Clay, upon a special bankruptcy referral from the Department, the Office of the Clay County Prosecuting Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Western District of Missouri and other United States Bankruptcy Courts as necessary for out-of-state bankruptcies filed when the person paying support has an open IV-D case in Missouri.
- a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Courts.
 - b. The assistant Prosecuting Attorney responsible for these bankruptcy referrals from the Department (BAPA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
 - c. The BAPA and/or his or her staff shall maintain records on this caseload and shall work the Department to address IV-D issues in the bankruptcy law, the IV-D program's treatment of bankruptcy cases and system issues with MACSS for the cases.
 - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
 - e. The BAPA and/or his or her staff must follow all the other requirements set forth in this IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14

A.4 Department Level A Responsibilities

- A.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp.

B. Level B County

- B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.

B.2 Definitions

- B.2.1 Jackson County "Family Support Division" cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.
- B.2.2 Jackson County "Prosecuting Attorney" cases: Cases for support collection services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family. Cases for paternity determination services under the Title IV-D of the Social Security Act where in the applicant is a Jackson County Resident.

B.3 Prosecuting Attorney's (PA) Office Level B Responsibilities

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
 - b. Establishing and modifying child support obligations;
 - c. Enforcing child, spousal and medical support obligations;
 - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
 - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
 - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
 - e. Conducting manual location activities as needed to supplement the automated system's location activities; and
 - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at:
<https://dssintranet.mo.gov/dss-fsd-child-support/child-support-manual/>
 - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:
<http://10.60.16.82/fsd/training/CSE/MACSSQRG/index.html>

B.4 Department Level B Responsibilities

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program (http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

C. Level C County

- C.1 In the event the County is designated as a Level C County, there are no additional requirements unless the county/city is handling bankruptcy cases for the Department
- C.2 **Requirements for PA Representation in Bankruptcy Actions —Level C—St. Louis City Circuit, Eastern District**
- C.2.1 With regard to the County of St. Louis City, upon a special bankruptcy referral from the Department, the Office of St. Louis City Circuit Attorney has the responsibility of representing the Department in the United States Bankruptcy Court in the Eastern District of Missouri.
 - a. The contractor shall take additional and necessary actions on IV-D cases: in MACSS, with the parties and/or their legal counsel, and in the United States Bankruptcy Court, Eastern District of Missouri.
 - b. The assistant Circuit Attorney responsible for these bankruptcy referrals from the Department (BACA) will be sworn in to appear before the United States Bankruptcy Court and will maintain certification so that they can file all bankruptcy claims electronically and receive communications electronically in the PACER system.
 - c. The BACA and/or his or her staff shall maintain records on all referrals made by the Department and shall work with the Department to address IV-D issues in the bankruptcy law, the IV-D program’s treatment of bankruptcy cases and system issues with MACSS for the cases.
 - d. The budget for these activities will be incorporated into a single IV-D budget for the contractor and approved by the Department as set forth in this agreement.
 - e. The BACA and/or his or her staff must also follow all the other requirements set forth in the IV-D County Reimbursement Cooperative Agreement as they pertain to their representation of the Department in bankruptcy cases, including but not limited to the requirements in section 3.2.14.

D. Multi-County Project

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 **Project Participants:** The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (*) shall be designated as the “Host” County for the Project.

Insert County Name	Insert County Name	Insert County Name
Insert County Name	Insert County Name	Insert County Name
Insert County Name	Insert County Name	Insert County Name

D.3 Project Collaboration

- D.3.1 The contractor shall collaborate with the other counties’ elected Prosecutor, Circuit Clerk, and County Commissioners, as required, to ensure successful delivery of child support enforcement services.

D.4 Host County Responsibilities

- D.4.1 The Host County shall serve as the lead entity for the Project.
- D.4.2 The Host County shall establish and identify an office for the primary location for the Project.
- D.4.3 The Host County shall utilize the Elected Prosecuting Attorney or employ Assistant Prosecuting Attorney(s) and support staff for the purpose of fulfilling the requirements of this contact.

- a. The personnel required above shall spend one hundred percent (100%) of the time working on child support activities unless approved by the department to utilize part time work, If any staff are approved to work part time on child support activities, staff must complete time logs to identify the amount of time spent on IV-D activities for reimbursement.
- b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.
 - 1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

D.5 Reimbursements to the Host County

D.5.1 The contractor (Non-host County) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (Non-host County) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below. The percentages are derived from the most recent United States Census Bureau data.

Insert County Name and %	Insert County Name and %	Insert County Name and %
Insert County Name and %	Insert County Name and %	Insert County Name and %
Insert County Name and %	Insert County Name and %	Insert County Name and %

Exhibit # 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – Currently Not a Business Entity

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

NOT APPLICABLE

County Commissioner/Executive Name
(Please Print)

County Commissioner/Executive Signature

Company Name (if applicable)

Date

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

COUNTY OF BOONE
801 E WALNUT ST RM 236
COLUMBIA MO 65201

DATE ISSUED: NOVEMBER 18, 2019
VALID THROUGH: FEBRUARY 16, 2020

MISSOURI TAX ID NUMBER: 12464848
FEDERAL IDENTIFICATION NUMBER: 436000349

The Missouri Department of Revenue certifies that based on the information provided the above listed vendor and its affiliates are properly registered to collect and pay sales and/or use tax in compliance with Section 34.040.7, RSMo. and has fully filed and paid all tax due, including penalties and interest, or does not owe any sales and/or use tax, according to the records of the Department as of November 18, 2019.

This statement of no sales and/or use tax due is valid for 90 days from the date of issuance. This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Esta Zaring".

Esta Zaring
Administrator, Business Tax

MG:DU4044

CBN045
201932200300339

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

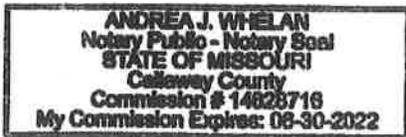
Comes now Jenna Redel as Director, HR & Risk Management first being duly sworn on my oath, affirm County of Boone is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that County of Boone does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Jenna Redel
Authorized Representative's Signature
Jenna Redel
Printed Name
Director of HR & Risk Mgmt
Title
12/4/19
Date
jredel@boonecountymw.org
E-Mail Address
436000349
E-Verify Company ID Number

Subscribed and sworn to before me this 4th of December, 2019 I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Boone, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 6/30/2022.
(NAME OF STATE) (DATE)

Andrea J. Whelan
Signature of Notary
12/4/2019
Date



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the County of Boone, Missouri (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 173533

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer County of Boone, Missouri	
Name (Please Type or Print) Wendy S Noren	Title
Signature Electronically Signed	Date 12/23/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/23/2008

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	County of Boone, Missouri
Company Facility Address	Boone County Human Resources 613 E. Ash St., Room 114 Columbia, MO 65201
Company Alternate Address	Boone County Human Resources 613 E. Ash St., Room 114 Columbia, MO 65201
County or Parish	BOONE
Employer Identification Number	436000349
North American Industry Classification Systems Code	921
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	6

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

MISSOURI

6 site(s)

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

Name Julianna M Crouch
Phone Number (573) 886 - 4299
Fax Number (573) 886 - 4300
Email Address jcrouch@boonecountymo.org

Name Jennifer L Redel
Phone Number (573) 886 - 4405
Fax Number (573) 886 - 4444
Email Address jredel@boonecountymo.org

Name Sharry Charest
Phone Number (573) 886 - 4395
Fax Number (573) 886 - 4444
Email Address scharest@boonecountymo.org

Exhibit # 1 (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C - Affidavit on File - Current Business Entity Status

I certify that Boone County Prosecuting Attorney (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (contract) listing the contractor's name and the contract signature page completed and signed by the contractor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____
(if known)

Daniel Atwill - Presiding Commissioner of Boone County
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

173533
E-Verify contract Company ID Number

datwill@boonecountymo.org
E-Mail Address

Boone County Prosecuting Attorney
Business Entity Name

November 14, 2019
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Steven Hoffman / DFAS
Buyer

January 09, 2020
Date

Exhibit # 2:

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

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Boone County Prosecuting Attorney
Company Name

#073755977
DUNS #

Daniel Atwill
Authorized Representative's Printed Name

Presiding Commissioner of Boone County
Authorized Representative's Title


Authorized Representative's Signature

1.2.20
Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT # 3:

Registration of Business Name (if applicable) with the Missouri Secretary of State:

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>County of Boone - Prosecuting Attorney's Office</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: #4. Non-Profit - section 355.751.2, RSMo	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
2. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
3. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
4. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
5. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)

Exhibit # 4: Federal Funding Accountability and Transparency Act (FFATA) Data Form

*See instructions for additional information

Legal Business Name of Entity		County of Boone			
Doing Business As (if different)					
Street Address		605 East Walnut Street			
City	Columbia	State	MO	Zip Code + 4*	65201
DUNS Number*		073755977			
Parent Organization's DUNS Number*					
Principal Place of Performance*		Boone County Child Support Enforcement Unit 605 E. Walnut Street			
Contact Person's Name / Title		Patti Harris/Legal Assistant			
Contact Person Phone Number		573-886-4126			
Contact Person E-Mail		pharris@boonecountymo.org			

Executive Compensation Information*

*Complete this section if required. See instructions for additional information before completing.

List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

Name	Amount
1.	
2.	
3.	NOT APPLICABLE
4.	
5.	

Certification:

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.



 County Commissioner/Executive Signature

Daniel Atwill

 Printed Name

Presiding Commissioner

 Title

1-2-20

 Date

Instructions for Completing the FFATA Data Form

Zip Code + 4

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

DUNS Number

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

Parent Organization's DUNS Number

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

Principal Place of Performance

Complete if the primary place of performance is different than the address listed above.

Executive Compensation Information

Review the following questions to determine whether you are required to report executive compensation information.

1. In your preceding completed fiscal year, did your business or organization receive:
 - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
 - a. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes No

Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.

Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? *(To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>*

Yes No

Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.

Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.

Definitions

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

https://www.fsrc.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf

Exhibit # 5 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties

1. PERFORMANCE

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
 - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
 - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. INSPECTION

- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

4. CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

4.1 Performance:

- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
 - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
 - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
 - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
 - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
 - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
 - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

- 4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

4.3 **Inspection:**

- 4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



Authorized Signature for the County Prosecuting Attorney

12-22-19

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

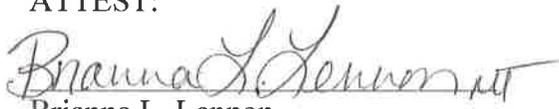
In the County Commission of said county, on the 2nd day of January 20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the Refugee Resettlement Consent Letter contemplated in Presidential Executive Order #13888 issued on September 26, 2019, and the Presiding Commissioner is authorized to execute the same.

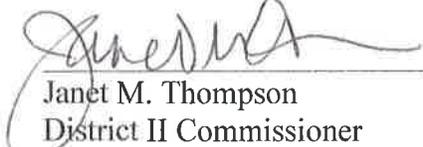
Done this 2nd day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

STATE CAPITOL
201 W. CAPITOL AVENUE, ROOM 216
JEFFERSON CITY, MISSOURI 65101



(573) 751-3222
WWW.GOVERNOR.MO.GOV

Michael L. Parson

GOVERNOR
STATE OF MISSOURI
December 30, 2019

Honorable Michael R. Pompeo
Secretary of State
United States Department of State
2201 C. Street, NW
Washington, DC 20520

Dear Secretary Pompeo:

Thank you and President Trump for your leadership on immigration issues and your willingness to cooperate and consult with state governments regarding the resettlement of lawfully admitted refugees. Your Executive Order 13888, "Enhancing State and Local Involvement in Refugee Resettlement," allowing states to have greater involvement in the process of determining the placement of properly vetted refugees within their borders is to be applauded.

Missouri has a long and rich history of immigration, dating back to America's earliest explorers, fur traders, and missionaries. Today, Missouri's population includes thousands of former refugees who have become vital members of our communities. Since 2002, nearly 18,000 refugees from 45 countries have resettled in Missouri.

In Missouri, state organizations and faith-based groups work tirelessly to support refugee resettlement. Currently, there are five agencies that integrate refugees in St. Louis, Kansas City, Columbia, and Springfield, where they have helped strengthen local economies, especially through entrepreneurship. These groups do an excellent job of transitioning newly settled populations, ensuring they are educated, trained, and prepared to assimilate into their new community. In fact, St. Louis boasts one of the largest Bosnian populations outside that country itself. Community volunteers, especially faith-based partners, continue to be an integral part of such local resettlement efforts.

Therefore, in response to Executive Order 13888, I, Michael L. Parson, Governor of the State of Missouri, hereby consent to the resettlement of lawfully admitted refugees within the State of Missouri in the communities that request them, in accordance with all applicable laws and regulations. Such consent shall be valid unless or until it is withdrawn.

We will continue to work hard to ensure refugees become a thriving part of our communities, and I am confident this demonstration of compassion will mark the first step in these immigrants becoming patriotic and productive fellow Americans.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Parson".

Michael L. Parson
Governor

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4307 • FAX 573-886-4311

Boone County Commission

Secretary Michael R. Pompeo
U.S. Department of State
2201 C Street NW
Washington DC, 20520

December 31, 2019

Dear Secretary Pompeo:

This letter is in reference to Executive Order 13888, "*On Enhancing State and Local Involvement in Resettlement.*"

As Presiding Commissioner of Boone County, Missouri, I consent to initial refugee resettlement in Boone County, Missouri as per the terms of the Executive Order. My consent is valid unless or until withdrawn. The Boone County Commission is aware that refugee resettlement has been occurring in Boone County for several decades and is further aware that the Administration has increased the protections for communities who might receive such refugees through its recent policy decisions. Thus, any risk that might otherwise have existed is substantially diminished because of the Administration's actions.

Sincerely,

Daniel K. Atwill
Presiding Commissioner

CC:
Principal Deputy Assistant Secretary Carol T. O'Connell
Bureau of Population, Refugees, and Migration
U.S. Department of State

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4307 • FAX 573-886-4311

Boone County Commission

Attachment: County Jurisdiction

As Presiding Commissioner of Boone County, Missouri, I confirm the following municipalities are within the jurisdiction of Boone County, Missouri:

- Ashland
- Centralia
- Columbia
- Hallsville
- Harrisburg
- Hartsburg
- Huntsdale
- McBaine
- Pierpont
- Rocheport
- Sturgeon

A handwritten signature in cursive script, appearing to read "Dan Atwill", is written over a solid horizontal line.

Daniel K. Atwill, Presiding Commissioner

7 -2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

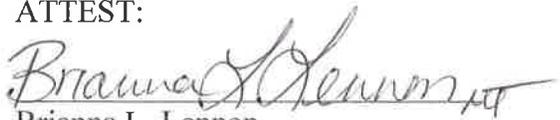
In the County Commission of said county, on the 2nd day of January 2020

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

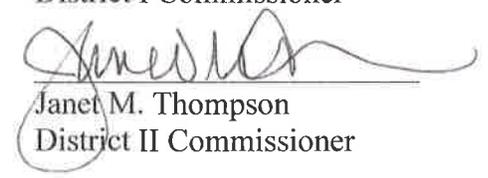
Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by SMART Recovery International every Monday beginning January 6, 2020 through June 29, 2020 from 5:30 pm to 8:00 pm.

Done this 2nd day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: SMART Recovery International

Address: 7304 Mentor Avenue Suite F

City: Mentor State: OH ZIP Code 44060

Phone: 440-951-5357 Website: www.SMARTRecovery.org

Individual Requesting Use: Suzanne Opperman Position in Organization: Volunteer - Facilitator

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: SMART Recovery Support Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: Monday's every week 1-6-20 thru 6-29-20

Start Time of Setup: 5:30 pm AM/PM Start Time of Event: 6:00

End Time of Event: 7:30 pm AM/PM End Time of Cleanup: 8:00 pm

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Suzanne Opperman, Facilitator

Phone Number: 573-268-4203 Date of Application: 12/26/2019

Email Address: NOTE CHANGE OF EMAIL address: SuzannesMentalHealthWellness@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Brianne J. O'Leary
County Clerk

Paul Carroll
County Commissioner

DATE: 1.2.20

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 2nd day of January 2020

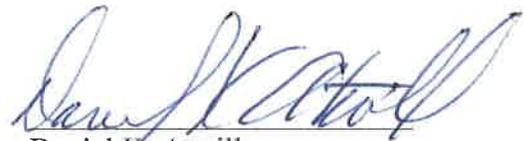
the following, among other proceedings, were had, viz:

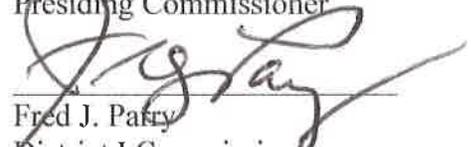
Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza by the Ragtag Film Society – True/False Film Fest on March 6, 2020 from 3:30 pm to 6:00 pm.

Done this 2nd day of January 2020.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Ragtag Film Soceity - True/False Film Fest

Address: 5 S Ninth St.

City: Columbia State: MO ZIP Code 65201

Phone: 573.442.8783 Website: www.truefalse.org

Individual Requesting Use: Carly Love

Position in Organization: Operations Manager

Address: 5 S Ninth St.

City: Columbia State: MO ZIP Code 65201

Phone: 817.225.5071 Email: carly@truefalse.org

Event: True/False March March

Description of Use (ex. Concert, speaker, 5K): Staging area for walking parade

Date(s) of Use: March 6, 2020

Start Time of Setup: 3:30 PM AM/PM

Start Time of Event: 5:00 PM AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 5:45 PM AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 6:00 PM AM/PM

Emergency Contact During Event: Carly Love Phone: 817.225.5071

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

Promotion through True/False social media, True/False website, word of mouth, and printed advertising in festival program book

How many attendees (including volunteers) do you anticipate being at your event? 500

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

See attached safety plan. Parade marshall and True/False staff trained in crowd management.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: ___# adults per _____#minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Rolling closure of 9th street from Walnut to Locust, permit currently in progress with City of Columbia City Council

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: Ragtag Film Society - True/False Film Fest

Address: 5 S Ninth Street

City: Columbia State: MO ZIP Code: 65203

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Carly Love, Operations Manager

Address: 5 S Ninth Street, Columbia, MO 65201

Phone Number: 573.442.8783 Date of Application: 11/15/2019

Email Address: carly@truefalse.org

Signature: _____

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymmo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Brauna L. Lewis
County Clerk

Frank K. [Signature]
County Commissioner

DATE: 1.2.20