



County Commission

400 East Locust Street, Room 201

Union, MO 63084

<http://www.franklinmo.org/>

Regular Meeting Agenda

Tuesday, October 20, 2020

10:00 AM

Commission Chambers

Opening

I. Call to Order

II. Minutes Approval

1. Tuesday, October 13, 2020
2. Tuesday, October 13, 2020
3. Tuesday, October 13, 2020
4. Tuesday, October 13, 2020
5. Tuesday, October 13, 2020
6. Thursday, October 15, 2020

III. Public Request for Discussion/Action

IV. Action Items

- a. **Commission Order 2020-479** In the Matter of Accepting the Recommendation of the Franklin County Transportation Committee and Authorizing the Expenditure of the Transportation Committee
- b. **Commission Order 2020-480** In the Matter of Approving and Authorizing the Renewal of the Contracts with DEKA Service and Meeh Climate Services, LLC for HVAC Repair and Maintenance
- c. **Commission Order 2020-481** In the Matter of Approving a Change Order to Pace Construction Company, LLC for Hot Mix Overlay on Fiddle Creek Road
- d. **Commission Order 2020-482** In the Matter of Approving and Authorizing Execution of an Amendment for the Maternal Child Health Service Contract with the Missouri Department of Health and Senior Services
- e. **Commission Order 2020-483** In the Matter of Approving and Authorizing the Renaming of a Road in the County of Franklin, Missouri
- f. **Commission Order 2020-484** In the Matter of Approving and Authorizing Execution of a Cash Sale Agreement and Maintenance Agreement with GFI Digital, Inc.
- g. **Commission Order 2020-485** In the Matter of Approving Change Order #7 to Pauly Jail Building Company, Inc. for the Additions and Renovation to Existing Franklin County Sheriff Station, Jail and Communication Center
- h. **Commission Order 2020-486** In the Matter of Approving Change Order #17 to River City Construction, LLC for the Additions and Renovation to Existing Franklin County Sheriff Station, Jail and Communication Center

- i. **Commission Order 2020-487** In the Matter of Approving Change Order #4 to Sheet Metal Contractors Inc. for the Additions and Renovation to Existing Franklin County Sheriff Station, Jail and Communication Center
- j. **Commission Order 2020-488** In the Matter of Approving Change Order #13 to American Electric & Data Inc. for the Additions and Renovation to Existing Franklin County Sheriff Station, Jail and Communication Center
- k. **Commission Order 2020-489** In the Matter of Refunding Over-Plus on Land Sale Back Taxes
- l. **Commission Order 2020-490** In the Matter of Approving and Authorizing Execution of a Program Services Contract with the Missouri Department of Health and Senior Services for WIC Local Agency Nutrition Services
- m. **Commission Order 2020-491** In the Matter of Awarding the Bid to the Master's Touch, LLC. for Printing and Mailing of Personal Property Declaration Forms for the Franklin County Assessor's Office
- n. **Commission Order 2020-492** In the Matter of Adopting a Revised Employee Personnel Policy for Designated Employees of the County of Franklin, Missouri
- o. **Commission Order 2020-493** In the Matter of Finding Certain Equipment as Surplus to the needs of Franklin County and Further Authorizing Disposal of Such
- p. **Commission Order 2020-494** In the Matter of Approving the Consent Agenda and All the Items Listed Thereon

V. Discussion Items and Reports

- A. Elected Official and Departmental Reports (as needed)
- B. Commission Discussion

VI. Adjournment



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020

**IN THE MATTER OF ACCEPTING
THE RECOMMENDATION OF THE
FRANKLIN COUNTY TRANSPORTATION
COMMITTEE AND AUTHORIZING THE
EXPENDITURE OF THE TRANSPORTATION
SALES TAX REVENUE**

WHEREAS, on the 17th day of July, 2007 the Franklin County Commission adopted Commission Order 07-214 pertaining to the establishment and operation of the reconstituted Franklin County Transportation Committee; and

WHEREAS since establishment and reconstruction the Franklin County Transportation Committee has made recommendations how to best accomplish the mission and objectives assigned to it by the Franklin County Commission; and

WHEREAS, on October 08, 2020 the members of the Franklin County Transportation Committee approved Grant Application requests, attached hereto, from the County's Transportation Sales Tax by a unanimous vote.

IT IS THEREFORE ORDERED by the Franklin County Commission that the recommendations of the Franklin County Transportation Committee as attached hereto are hereby approved.

IT IS FURTHER ORDERED that a copy of this order is provided to Jim Grutsch, Highway Administrator; and Michelle Patke, Highway Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

2020 Franklin County transportation Grant Applications

							2020 funding	331,827.84
Sponsoring Agency	Total Project Cost	Amount Requested	Project Description	Sc	Score	Cost Share Requested	Grant Amount Awarded	
City of Washington	750,203	85,000	construct concrete shared use path: hwy 47 to Sunnyside and Jefferson		72	Washinton funding = 11.4 Grant funding = 11.3 Federal funding = 77.3	75,000	
City of Pacific	244,500	50,000	HMA resurface major collectors: Lamar Parkway and Payne St.		56	Pacific funding = 79.6 Grant funding = 20.4	50,000	
City of New Haven	908,208	75,000	Reconstruct Front St and Miller St. incd sidewalk and drainage imprments		69	New Haven funding = 11.8 Grant funding = 8.2 Federal funding = 80.0	50,000	
Washington Special Road Dist	387,000	178,500	Pottery Rd: widening and storm sewer improvements		46	WSRD funding = 53.9 Grant funding = 46.1	75,000	
City of St Clair	465,871	100,000	Repair/resurface major collectors: Bolte Ln, TLC parkway, and Lofting Ind.		55	St Clair funding = 78.5 Grant funding = 21.5	75,000	
City of Berger	16,000	9,600	Storm water inlet imrovements: 3 locations		42	Berger funding = 40.0 Grant funding = 60.0	9,600	
	2,771,782	498,100					334,600	



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND AUTHORIZING
THE RENEWAL OF THE CONTRACTS WITH DEKA
SERVICE AND MEEH CLIMATE SERVICE, LLC
FOR HVAC REPAIR AND MAINTENANCE**

WHEREAS, prior hereto on October 29, 2019 the Franklin County Commission awarded the bids of HVAC Repair and Maintenance to DEKA Service and Meeh Climate Service, LLC; and

WHEREAS, the Contracts with DEKA Service and Meeh Climate Service, LLC for HVAC Repair and Maintenance were for one year, November 1, 2019 through October 31, 2020, with the option to renew for three additional one-year periods; and

WHEREAS, the Franklin County Purchasing Department received a letter from Meeh Climate Service, LLC pledging that their HVAC Repair and Maintenance rates will remain the same for 2021, said letter being attached hereto and incorporated by reference herein; and

WHEREAS, the Franklin County Purchasing Department reviewed a letter received from DEKA Service with their 2021 pricing for HVAC Repair and Maintenance and determined their pricing to be within the 5% margin allowed in the contract for subsequent year renewals, said pricing being attached hereto and incorporated by reference herein; and

WHEREAS, after due deliberation and consideration and the recommendation of the Purchasing Department, the Franklin County Commission finds it in the best interest of the County to renew the contracts with DEKA Service and Meeh Climate Service, LLC for HVAC Repair and Maintenance for the November 1, 2020 through October 31, 2021 period.

IT IS THEREFORE ORDERED the contracts with DEKA Service and Meeh Climate Service, LLC for HVAC Repair and Maintenance are hereby renewed for the November 1, 2020 through October 31, 2021 period and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to DEKA Service; Meeh Climate Service, LLC; and to all Department Heads and Elected Officials.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



FRANKLIN COUNTY
PURCHASING DEPARTMENT

October 9, 2020

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: Commission Order 2019-449

Dear Commissioners:

On October 29, 2019 the County Commission awarded the HVAC Repair and Maintenance contract to DEKA Service as primary vendor and Meeh Climate Service, LLC as the secondary vendor for one year, with the option to renew for three additional one-year periods, on Commission Order No. 2019-449. The contract dates were November 1, 2019 through October 31, 2020.

The Purchasing Department has received the attached letters from both DEKA and Meeh Mechanical Services, LLC giving their cost for the next contractual year. The Purchasing Department recommends to renew the contract with both DEKA and MC Mechanical Services, LLC November 1, 2019 through October 31, 2021 period.

Respectfully,

Ann Struttmann
Purchasing Agent, Franklin County

Heating
Ventilating
Air Conditioning
Control Systems
Process Piping



325 Sun Valley Circle
Fenton, MO 63026
VOICE: 314.968.8400
FAX: 636.349.7628
www.mcsevicestl.com

August 28, 2020

Franklin County Government
400 East Locust St
Union, MO 63084

Regarding: HVAC Repair and Maintenance Rates

Dear: Ms. Ann Struttmann

We are sending this letter to inform Franklin County Purchasing Department that Meeh Climate Service (DBA MC Mechanical) will retain our current pricing.

- Hourly rate \$98.50
- After Hours \$128.00
- Emergency \$142.00
- Parts Markup Cost + 18%

These rates will expire on October 31st, 2021.

Please call if you have any questions, or if we can be of any further assistance.

Sincerely,
MC Mechanical Services

Dan J Tucker

Dan J Tucker
President

Signature Approval to Proceed

September 4, 2020

Franklin County Missouri
Purchasing Department
400 East Locust St., Rm 004
Union, MO 63084



1802 Larkin Williams Rd., Fenton, MO 63026
636.600.1466 www.dekaservice.net



RE: 2021 Mechanical Service Rates

Dear Purchasing,

DEKA Service is very interested in being your mechanical contractor of choice in 2021.

The following rate information is based on HVAC mechanical services for Franklin County properties. We have based this information on your request to work on a Time & Material basis when needed. No seasonal maintenance will be planned specifically, and repair/replacement projects will be quoted in advance for approval.

Rates as offered below for your services in 2021:

<i>Description</i>	<i>Service Rates</i>
Normal Scheduled Maintenance & Service Rate – Monday through Friday, 8:00am to 5:00pm	\$ 93
After-Hours Service Rate – Monday through Friday - 5:01pm to 7:59am Weekends - Saturday & Sunday – 12:01am to 12:00am	\$ 113
Holiday Service Rate – New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day after, Christmas Eve, Christmas Day – 12:01am to 12:00am on any of these days	\$ 134
Service Van / Travel Charge (1 Time per Service Call or Parts Run or Delivery of Parts to Jobsites)	Waived
Material Mark-up %	15%

Please consider the following when evaluating our pricing:

- Customers with whom we have a contract get schedule priority over other customers.
- All our technicians are licensed by St. Louis County and skilled Operating Engineers local 148 tradesmen.
- Workmanship is warranted for 12 months from completion date, parts and equipment warranties are provided by their respective manufacturers.

Bid references of relevant municipal customers is included for your review. Additional references are available upon request.

We welcome the opportunity to work with you for all your HVAC service needs. Please let us know how we can be of service to you.

Best regards,

Dean Bowlin



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING A CHANGE ORDER
TO PACE CONSTRUCTION COMPANY, LLC FOR
HOT MIX OVERLAY ON FIDDLE CREEK ROAD**

WHEREAS, prior hereto, on September 01, 2020, the Franklin County Commission accepted the bid from Pace Construction Company, LLC for hot mix overlay on Orchard, Lyon and Saint Ann's Roads; and

WHEREAS, the Franklin County Highway Department has requested for Pace Construction Company to apply hot mix overlay on Fiddle Creek Road; and

WHEREAS, the total contract sum will be changed in the amount of \$320,320.00 for the revision to the total sum of \$1,155,097; and

WHEREAS, Pace Construction Company, LLC has approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order for Pace Construction Company, LLC is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to Pace Construction Company, LLC; Shakara Bray, Purchasing Department; Jim Grutsch, Highway Administrator; Michelle Patke, Highway Department; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



1620 Woodson Road • St. Louis, Missouri 63114
Office (314) 524-7223 • Fax (314) 991-5183
www.paceconstructionstl.com

October 8, 2020

Franklin County Purchasing Department
400 East Locust Street, Room 004
Union, MO 63084

**RE: Franklin County Hot Mix Overlay
#2020-26
Fiddle Creek Road Change Order**

Below is a breakdown of pricing for the purposed addition of Fiddle Creek Road to the Franklin County Hot Mix Overlay Project. If there are any questions, please feel free to contact me at (314) 486-2590.

Line Number	Description	Quantity	Units	Unit Price	Total Price
1	Tack Coat	3,682	GAL	\$2.60	\$9,573.00
2	Bituminous Pavement	5,200	TON	\$52.50	\$273,000.00
3	Milling	630	SY	\$12.50	\$7,875.00
4	Pavement Marking	45,370	LF	\$0.13	\$5,898.00
5	Traffic Control	1	LS	\$7,094.00	\$7,094.00
6	Mobilization	1	LS	\$16,880.00	\$16,880.00
Total					\$320,320.00

Sincerely,

Digitally signed by Justin Rogers
DN: cn=Justin Rogers, o=Pace Construction,
ou, email=jrogers@paceconstructionstl.com,
c=US
Date: 2020.10.09 09:24:13 -05'00'

Justin Rogers
Project Manager
Pace Construction



Commission Order No. 2020-482

Fourth Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
AND AUTHORIZING EXECUTION
OF AN AMENDMENT FOR THE
MATERNAL CHILD HEALTH
SERVICE CONTRACT WITH THE
MISSOURI DEPARTMENT OF
HEALTH AND SENIOR SERVICES**

WHEREAS, Franklin County, through the Franklin County Health Department, desires to continue participating in the Maternal Child Health Services program with the Missouri Department of Health and Senior Services; and

WHEREAS, the contract amount shall not exceed \$43,138.80 for the period of October 1, 2020 through September 30, 2021 as shown on the Amendment, attached hereto and incorporated by reference herein.

IT IS THEREFORE ORDERED that the Amendment to the Program Services Contract for Maternal Child Health Services is hereby approved and accepted and Angie Hittson, Director of the Franklin County Health Department, is hereby authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to the Missouri Department of Health and Senior Services; Angie Hittson, Director of the Franklin County Health Department; Christa Buchanan, County Clerk Office; and to Shakara Bray, Purchasing Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 46425	Contract Title: MATERNAL CHILD HEALTH SERVICES	
Contract Start: 10/1/2018	Contract End: 9/30/2021	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: AOC19380171		Amend #: 02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) FRANKLIN COUNTY DEPARTMENT OF HEALTH	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 414 EAST MAIN STREET	
CITY, STATE, and ZIP CODE UNION MO 63084	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****1345	DUNS NUMBER 807100602
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE



Missouri Department of Health and Senior Services

P. O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Randall W. Williams, MD, FACOG
Director



Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, Board President or authorized representative with knowledge of policies, procedures and administrative operations of the organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractor to annually complete the Business Management Assessment (BMA) form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to <https://health.mo.gov/atoz/bma/index.php>
- You must use the **Microsoft Internet Explorer** browser rather than other browsers such as Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted, even if it appears it was. **A confirmation number will appear if the form is successfully submitted.**
- You may find helpful information to assist your completion of the BMA at <http://health.mo.gov/information/contractorresources>.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk contractor/provider and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

01/15/2020

www.health.mo.gov

Healthy Missourians for Life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

AMENDMENT #1 TO CONTRACT AOC19380171

Franklin County Department of Health

CONTRACT TITLE: Maternal Child Health

CONTRACT PERIOD: October 1, 2020 through September 30, 2021

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Delete Paragraph 1.1 in its entirety and replace with revised Paragraph 1.1 as follows:
 - 1.1 The contract amount shall not exceed \$43,138.80 for the period of October 1, 2020 through September 30, 2021
2. Delete Section 5. Deliverables and Outcomes, Section 6. Reports, and Section 7. Budget and Allowable Cost, in their entirety and replace with Revised Sections 5, 6 and 7 as follows:

5. DELIVERABLES AND OUTCOMES

- 5.1 The Contractor shall address at least one priority health issue(s) derived from the state's Title V Maternal and Child Health Services Block Grant priorities. The Contractor's selected Priority Health Issue(s) shall be identified in the FFY2019-2021 contract work plan.
- 5.2 The Contractor shall work with the local community to maintain, develop, and enhance a community-based system to address the priority maternal child health issue(s) identified in the FFY2019-2021 contract work plan.
- 5.3 The Contractor shall address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.
- 5.4 The Contractor shall identify, track and monitor targeted national, state, and local outcome measure(s) and any additional performance indicator data/measures and analyze FFY2019-2021 contract work plan performance trends.

- 5.5 If the Contractor desires to make changes to the approved FFY2019-2021 contract work plan or the annual contract budget before the end of the contract year, the Contractor shall submit the proposed revised FFY2019-2021 contract work plan or proposed revised annual contract budget to the MCH Services Program via an electronic email attachment.
- 5.6 Based on an examination of state and local quantitative and qualitative data, community engagement, and self-determination of local capacity, the Contractor shall complete a focused local assessment of the health status, strengths, weaknesses, and needs of the MCH population in their community, based on the population domains of women/maternal, perinatal/infant, child, and adolescent, and existing health inequities and weaknesses/gaps in access to care.
- 5.6.1 The Contractor shall utilize the Missouri Public Health Information Management System (MOPHIMS); Missouri Information for Community Assessment (MICA) Data Profiles; Community Maternal, Infant and Child Health Profile(s) provided by the Department; local community health data; surveillance data; and other data sources to assist in the assessment process, priority health issue (PHI) and outcome measure selection, and systematic program planning.
- 5.6.2 The Contractor shall seek input from MCH stakeholders including families/consumers, providers and other community partners about the issues related to local MCH program services and delivery.
- 5.6.3 Based on the findings from the focused local assessment, the Contractor shall select **at least one** priority health issue derived from the Missouri Title V MCH Block Grant FFY 2021-2025 MCH Priorities and develop a five-year (FFY2022-2026) work plan to address the selected top priority health issue(s).
- 5.6.4 The Contractor shall develop a proposed FFY2022 contract budget for using contract funds to accomplish the proposed work plan. The proposed annual contract budget shall be submitted no later than July 31st via an electronic email attachment.
- 5.6.5 The Contractor shall establish a five-year (FFY 2022-2026) evaluation plan for tracking and monitoring progress on the work plan and analyzing performance trends which shall include identification of targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), and methods for analyzing performance trends.

5.7 Proposed five-year, (FFY2022-2026). Work Plan:

5.7.1 The Contractor shall develop and submit a proposed five-year (FFY2022-2026) work plan to address the selected top priority health issue(s). The proposed work plan shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic e-mail attachment. The proposed work plan shall include the following:

- a. Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local outcome measure(s);
- b. A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of social determinants of health and health inequities in the community, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data;
- c. Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s));
- d. Evidence-based strategies that will be used to address the problem;
- e. System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention as follows:
 - 1.) System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after three years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.
 - 2.) Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that lead to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system, and be based on strategies that are evidence-

based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.

- f. Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective;
 - g. Strategies to address the identified health inequities; and
 - h. Strategies to address existing weaknesses/gaps in access to care.
- 5.7.2 The Contractor shall not propose a work plan to cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, and St. Louis City.
- 5.7.3 The Contractor may propose a joint submission of a work plan for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan used within the scope of work and guidance for the contract. The glossary is posted on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lphainfo.php> and is incorporated by reference as if fully set forth herein.
- 5.7.4 The Contractor shall propose a work plan to meet the following requirements:
- a. The proposed work plan shall be completed in accordance with the Proposal Guidance for the MCH Services Contract as set forth herein by the MCH Services Program. The proposed work plan shall be for the five-year period of October 1, 2021 through September 30, 2026.
 - b. The proposed work plan shall be based on the priority health issue(s) selected by the LPHA and approved by the Department; shall utilize the Spectrum of Prevention Model; and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.
 - c. The work plan component shall be submitted to the Department's MCH Services Program for approval on the program provided template. The proposed work plan shall be submitted electronically via an e-mail attachment to the MCH Services Program DNC.
 - 1.) The MCH Services Program DNC will review, provide technical assistance on the content, approve the proposed work plan, and forward to the Department's MCH Services Program Manager and Health Program Representative.

- d. If the Contractor desires to make changes to the approved work plan before the end of the contract year, the Contractor shall submit the proposed revised work plan to the MCH Services Program via an electronic email attachment.
- e. The Department reserves the right to clarify or verify any component of the proposed five-year work plan.
- f. The Contractor shall disseminate the final, approved work plan to the community stakeholders.

6. REPORTS

- 6.1 The Contractor shall submit reports using the forms and/or formats provided by the MCH Services Program when available. Reports shall be submitted to the MCH Services Program DNC via an electronic email attachment
- 6.2 The Contractor shall complete and submit the Progress Report no later than February 15th of each contract period. The Progress Report shall include the following for each level of the Spectrum of Prevention:
 - a. Descriptive summary of progress toward completing planned activity(s), demonstrating progress toward system outcomes.
 - b. Assessment of progress toward achieving the system outcomes.
 - c. Listing of achievements to support assessed level of progress toward achieving the system outcomes.
- 6.3 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the third contract period. The Contract Outcomes Report shall include the following:
 - 6.3.1 System outcomes set forth in the approved work plan have been met or not met.
 - 6.3.2 For any outcome marked "NOT MET" explanation of the barriers or extenuating circumstances that prevented the outcome from being met.
 - 6.3.3 Description of challenges/barriers in completing activities, meeting the contract deliverables, and fulfilling the purpose of the MCH Services contract as stated herein.
 - 6.3.4 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.

- 6.3.5 Finalized evaluation plan, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, any revisions from original evaluation plan, and conclusions.
- 6.3.6 Annual financial report on use of contract funding to address the selected priority health issue(s) and implement the FFY2019-2021 contract work plan, and, as applicable, a detailed report of ALL other maternal, and child health initiatives/activities supported with the use of contract funding.
- 6.3.7 Compliance with the contract funding and general contract provisions.
- 6.3.8 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.
- 6.3.9 Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds \$5,000.
- 6.4 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 6.5 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.
- 6.6 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

7. BUDGET AND ALLOWABLE COSTS

- 7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated

in Exhibit 2, which is attached hereto and incorporated by reference as if fully set forth herein.

- 7.1.1 The Contractor shall submit the Budget Page (Exhibit 2) with the signed contract.
- 7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget for approved expenditures without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.
- 7.4 Indirect costs
 - 7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
 - 7.4.2 The Contractor shall use the indirect rate as stated on the Budget Page (Exhibit 2) to calculate indirect cost. The Contractor shall not bill the Department for indirect cost that exceeds this percentage of the modified total direct costs as defined in 2 CFR § 200.68.
 - a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

- 7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.
 - 7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
 - 7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address:
<http://www.gsa.gov>.
- 7.7 The Contractor shall follow competitive procurement practices.
- 7.8 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes.
- 7.9 Funding Provisions
 - 7.9.1 Funding for this contract is provided by federal grant dollars from the Maternal and Child Health Services Title V Block Grant issued to the State of Missouri from the United States (U.S.) Health Resources and Services Administration (HRSA) and the U.S. Department of Health and Human Services (HHS).
 - 7.9.2 Funding for this contract is awarded annually for a one-year funding period only.
 - 7.9.3 Funding for this contract shall be expended during the applicable contract period.
 - 7.9.4 Funding for this contract shall be used to expand or enhance activities that improve the health of the maternal and child health population, and to address local maternal and child health issues.
 - 7.9.5 Funding for this contract shall be expended as follows:

- a. A minimum of **60%** of contract funding **MUST** be spent on implementing the approved FFY2019-2021 contract work plan to address the selected priority health issue(s); and
- b. A maximum of **40%** of contract funding may be spent to expand or enhance other specific MCH initiatives/activities that improve the health of the maternal and child health population and address local maternal and child health issues, including the implementation of science-based approaches to respond to COVID-19 and address related maternal child health population needs.

7.9.6 Funding for this contract shall not be used for cash payments to intended recipients of maternal and child health services or for purchase of land, buildings, or major medical equipment.

7.9.7 Funding for this contract shall not be expended for the purpose of performing, assisting, or encouraging abortion, and none of these funds shall be expended to directly, or indirectly, subsidize abortion services.

7.9.8 Funding for this contract shall not be used for inpatient services, political purposes, food or entertainment, land or buildings, major medical equipment, or research or training at a public, for-profit entity.

7.9.9 Individuals with income falling below one hundred percent (100%) of the federal poverty guidelines shall not be charged for services under this contract. Poverty Guidelines are published annually by the U.S. HHS.

7.9.10 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid.

3. Delete Paragraph 8.2.1 and replace with revised Paragraph 8.2.1 as follows:

8.2.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2020 should have the following invoice number MCH1020.

4. Add Paragraph 8.2.2 as follows:

8.2.2 The Contractor shall specify the amount of MCH Services contract funds utilized for COVID-19 response efforts in each invoice and include the

following statement in the comments field of the Vendor Request for Payment form: MCH Services contract funds utilized for COVID-19 response efforts: \$_____.

5. Delete Paragraph 9.6 in its entirety and replace with revised Paragraph 9.6 as follows:

9.6 The Contractor shall submit proposed work plan amendment request prior to March 31st.

6. Add Section 18. Subcontracting in its entirety as follows:

18. SUBCONTRACTING

18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/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, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

- 18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

7. Add Section 19, in its entirety as follows:

19. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 19.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 19.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 19.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

19.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 3 - Anti-Discrimination Against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a “company” (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

8. Add Exhibit 2, Budget, as attached hereto and incorporated by reference as if fully set forth herein.
9. Add Exhibit 3, Anti-Discrimination Against Israel Act Certification, as attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions, and provisions of the contract shall remain the same and apply hereto.

LPHA NAME:			
Completed By:		Date:	
Contact Email:		Phone #:	
FFY 2021 Maternal Child Health Services Contract Budget			
Section A			
Total Allowed Contract Amount		60% or more	40% or less
Minimum/Maximum Budget		0.00	0.00
Planned Budget		0.00	0.00
Operational Expenses		0.00	0.00
Equipment			0.00
Rental/Lease Costs			0.00
Total Contractual		0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs		0.00	0.00
Indirect (Administrative Cost)	%	0.00	0.00
MCH Contract Total		0.00	0.00
Surplus/Deficit		0.00	0.00

EXHIBIT 3
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- BOX A:** To be completed by a Contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a Contractor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a Contractor that meets the definition of “Company” and has ten or more employees.

EXHIBIT 3, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date



CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	46425	State: 0%	\$0.00	Federal: 100%	\$129,586.12
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2018	Contract End:	9/30/2021	Amend#: 02	Contract #: AOC19380171
Vendor Name:	FRANKLIN COUNTY DEPARTMENT OF HEALTH				

CFDA: 93.994	Research and Development: N			
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES			
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION			
Federal Award:	1B04MC32553-01, 6B04MC32553-01			
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES			
Federal Award Year:	2019	DHSS #: 19MCH	Federal Obligation:	\$43,195.76

CFDA: 93.994	Research and Development: N			
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES			
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION			
Federal Award:	1B04MC33849-01, 6B04MC33849-01			
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES			
Federal Award Year:	2020	DHSS #: 20MCH	Federal Obligation:	\$86,390.36

* The Department will provide this information when it becomes available.

Project Description:

To support a leadership role for local public health agencies within coalitions and partnerships at the local level to build Maternal Child Health systems and expand the resources those systems can use to respond to priority health issues.



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 20, 2020
Policy

IN THE MATTER OF APPROVING AND AUTHORIZING THE RENAMING OF A ROAD IN THE COUNTY OF FRANKLIN, MISSOURI

WHEREAS, on May 19, 2020, the County Commission of Franklin County, Missouri adopted an E911 Addressing Policy for the County of Franklin, Missouri; and

WHEREAS, said E911 Addressing Policy states, in cases where affected residents desire the renaming of an existing road, an application must be submitted to the Addressing Authority and forwarded to the County Commission for review; and

WHEREAS, the Addressing Authority has received a road renaming request, along with the required documentation of the road that is to be renamed, which is attached hereto and incorporated by reference herein; and

WHEREAS, the Addressing Authority has forwarded said request to the County Commission and the County Commission has determined that it is in the best interest of Franklin County to approve the application.

IT IS THEREFORE ORDERED, the road currently known as "Ocean Grove Dr," shown on the subdivision plat for "Solidarity Farms Plat 6," recorded in the Franklin County Recorder of Deeds under Document #1612344, and on the subdivision plat for "Bedwell Estates Subd.," recorded in the Franklin County Recorder of Deeds under Book P, Page 440, both of which are attached hereto, is hereby renamed "Green Pastures Ln."

IT IS FURTHER ORDERED that the Franklin County Addressing Authority is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that it shall be the responsibility of the applicant to file the Commission Order with the office of the County Recorder of Deeds.

IT IS FURTHER ORDERED that a copy of this order be provided to Nichole Zielke, Franklin County Addressing Authority; Scottie Eagan, Planning & Zoning Director; and Jennifer Metcalf, Recorder of Deeds.

Presiding Commissioner

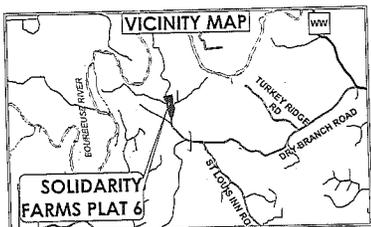
Commissioner of 1st District

Commissioner of 2nd District

SOLIDARITY FARMS PLAT 6

A RESUBDIVISION OF LOT 4 OF SOLIDARITY FARMS PLAT 1 LOCATED IN THE NE 1/4 OF SECTION 36,
- TOWNSHIP 42 NORTH, RANGE 2 WEST OF THE 5TH P.M. IN FRANKLIN COUNTY MISSOURI

A 2136



Certificate of Ownership
We, the undersigned owners of the tract of land shown hereon have caused the same to be surveyed and subdivided in the manner shown and said subdivision shall henceforth be known as "SOLIDARITY FARMS PLAT 6". The utility easements of record are hereby established and may be used for the use, installation and maintenance of public utilities.

Dan Kelch
DAN KELCH
DATE: 8/18/16

Linda Kelch
LINDA KELCH
DATE: 8/18/16

STATE OF MISSOURI
COUNTY OF FRANKLIN
On this 18 day of August in the year 2016 before me, the undersigned notary public, personally appeared
Dan Kelch and Linda Kelch
known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.

Notary Public
Print Name: *Susan Scott*
My commission expires: 12-21-18

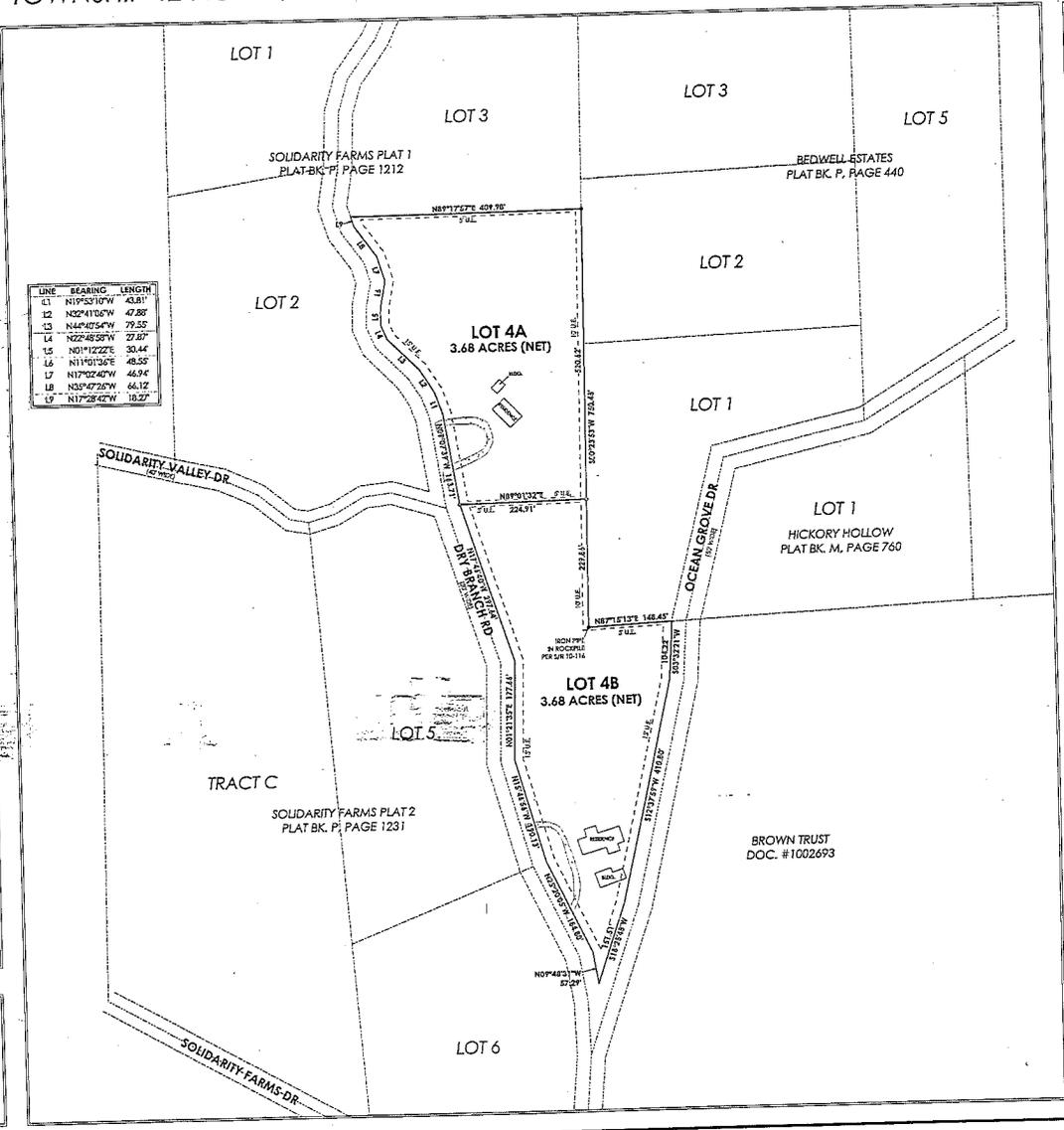
Jennifer L. Matzoff, Recorder of Deeds, within and for said County and State, do hereby certify that the foregoing instrument was filed for record on the 18 day of August, 2016, at 4:26 P.M. and duly recorded in Doc. No. 1002693 on said date.
In testimony whereof, I hereunto set my hand and affixed my official seal, at my office in Union, the date aforesaid.

Jennifer L. Matzoff, Recorder of Deeds
By: *Ernie A. Courtoise* Deputy

I, hereby certify that the subdivision shown on this plat does not involve the creation of new public streets or any changes in existing public streets, that the subdivision shown is in all respects in compliance with the Unified Land Use Regulations of Franklin County, Missouri, and that therefore this plat has been approved by the Planning Director, subject to its being recorded in the Office of County Recorder of Deeds within 60 days of the date below.

Scottie C. Eagan
Scottie C. Eagan, Planning Director
Date: 8-18-16

LINE	BEARING	LENGTH
11	N19°52'10"W	43.81
12	N32°41'05"W	47.80
13	N44°40'54"W	79.55
14	N22°48'59"W	27.89
15	N01°12'22"E	30.44
16	N11°01'35"E	48.55
17	N17°02'40"W	46.94
18	N35°47'29"W	66.12
19	N17°28'42"W	18.27



DESCRIPTION OF SOLIDARITY FARMS PLAT 6
A tract of land being Lot 4 Solidarity Farms Plat 1 as recorded in the Franklin County Recorder of Deeds Office in Plat Book P, Page 1212, located in the NE 1/4 of Section 36, Township 42 North, Range 2 West of the Fifth P.M., Franklin County Missouri.

1 INCH = 100 FEET

- FOUND IRON ROD/PIPE
- SET IRON ROD WITH CAP

NOTES:
1. North derived from the bearings of record for Solidarity Farms Plat 1 as recorded in Plat Book P, Page 1212 in the Franklin County Recorder of Deeds office.
2. Recorded information obtained from plat of Solidarity Farms Plat 1 as recorded in Plat Book P, Page 1212 in the Franklin County Recorder of Deeds office.
3. Deed of record for the subject property is Document #2005-22038.
4. Tract lies in the Non-Urban and Agricultural (NUA) zoning district.

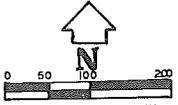
State of Missouri)
County of Franklin)
SS
This is to certify to Dan and Linda Kelch that we have during the month of June, 2016, executed a survey and subdivision of a tract of land being Lot 4 of Solidarity Farms Plat 1 in Franklin County Missouri. To the best of my knowledge and belief this plat represents a true and accurate record of said survey and was executed in accordance with the current "Minimum Standards for Property Boundary Surveys" adopted by the Missouri Board for Architects, Professional Engineers and Professional Land Surveyors. Witness my original signature and seal this 12th day of July 2016.

Kurt J. Musser
Kurt J. Musser PLS Professional Land Surveyor of Missouri
PO Box 343 Washington MO 63090
(636) 239-1247

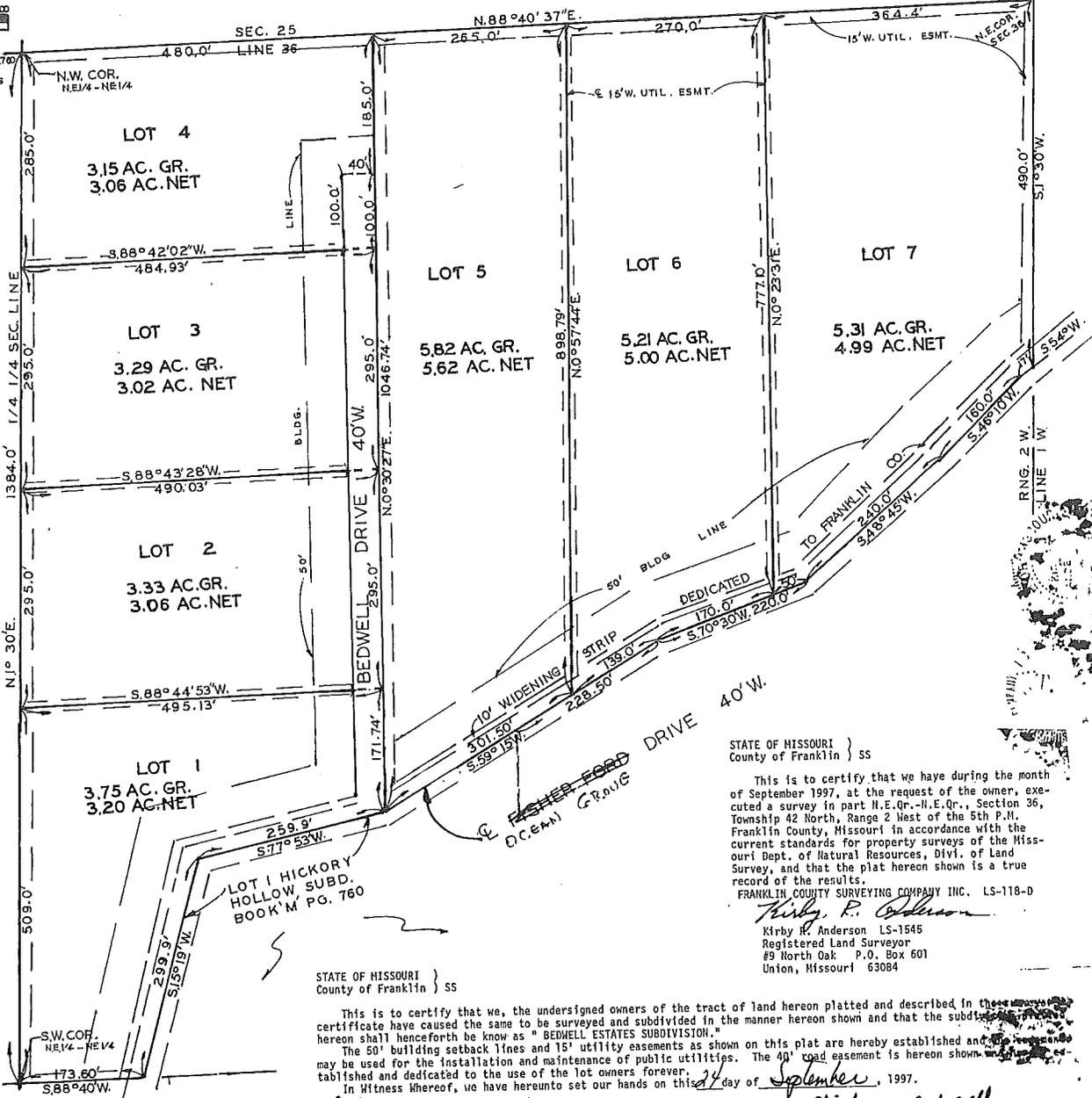
MUSER AND ASSOCIATES LAND SURVEYING
KURT MUSER REGISTERED LAND SURVEYOR
204 OAK ST WASHINGTON MO 63090
636-239-1247

BEDWELL ESTATES SUBD.

PT. N.E.1/4 - N.E.1/4 SEC. 36 TWP. 42 N. RNG. 2 W. 5TH P.M.



CLASS B PROPERTY
D/REF 380/162
BEARING DEPT. BK/M PG. 70
NOTE: IRON RODS ON ALL LOT CORNERS



This plat was approved by the Planning Director on 10/19/97. Approval shall be invalid if not recorded in the office of the Recorder of Deeds within 60 days of this date. This plat was approved as a Minor Subdivision subject to the requirements of the appropriate sections of the Franklin County Land Subdivision and Mobile Home Park regulations effective March 1990.

STATE OF MISSOURI }
County of Franklin } ss

This is to certify that we, the undersigned owners of the tract of land hereon platted and described in the foregoing certificate have caused the same to be surveyed and subdivided in the manner hereon shown and that the subdivision hereon shall henceforth be known as "BEDWELL ESTATES SUBDIVISION."
The 50' building setback lines and 15' utility easements as shown on this plat are hereby established and dedicated to be used for the installation and maintenance of public utilities. The 40' road easement is hereon shown, established and dedicated to the use of the lot owners forever.

In Witness Whereof, we have hereunto set our hands on this 24 day of September, 1997.
Cletis E. Bedwell
Cletis E. Bedwell

STATE OF MISSOURI }
County of Franklin } ss
This is to certify that we have during the month of September 1997, at the request of the owner, executed a survey in part N.E. 1/4 - N.E. 1/4, Section 36, Township 42 North, Range 2 West of the 5th P.M., Franklin County, Missouri in accordance with the current standards for property surveys of the Missouri Dept. of Natural Resources, Divi. of Land Survey, and that the plat hereon shown is a true record of the results.
FRANKLIN COUNTY SURVEYING COMPANY, INC. LS-118-D
Shirley E. Anderson
Kirby H. Anderson LS-1545
Registered Land Surveyor
#9 North Oak P.O. Box 601
Union, Missouri 63084

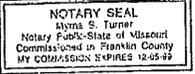
STATE OF MISSOURI }
County of Franklin } ss

On this 24 day of September, 1997, before me appeared Cletis E. Bedwell and Shirley Bedwell, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.
In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office the day and year last above written in the County and State aforesaid.

My Commission Expires: 12-5-99
Address: _____
Myrna S. Turner
Notary Public

STATE OF MISSOURI }
County of Franklin } ss

I, Sharon L. Birkman, Recorder of Deeds within and for said County and State, hereby certify that the foregoing instrument of writing was filed for record on the 10 day of October, 1997, at 10 o'clock 10 minutes 0 P.M., and duly recorded on the 10 day of October, 1997, in Book 0, page 444.
In Testimony Whereof, I hereunto set my hand and affixed my official seal at my office in Union, the date aforesaid.



By: Sharon L. Birkman, Recorder of Deeds
Janis Kluff, Deputy

01 4 00 01 100 106
FRANKLIN COUNTY SURVEYING COMPANY, INC.
97040

889180

FRANKLIN COUNTY SURVEYING COMPANY, INC.
9 N. OAK ST. • UNION, MISSOURI 63084
583-6525
BOOK 17 100.0' 1/4 SECTION 36
DATE: 9/19/97
FOR: BEDWELL
DRAWING NUMBER
A-H-21-23-97



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF A CASH
SALE AGREEMENT AND MAINTENANCE
AGREEMENT WITH GFI DIGITAL, INC.**

WHEREAS, Franklin County, for the benefit of the Franklin County Sheriff's Department, desires to purchase a multifunction machine from GFI Digital, Inc.; and

WHEREAS, GFI Digital, Inc. is willing to provide such machine under NASPO Contract #140603 at a total cost of \$4,216.00 as shown in the Cash Sale Agreement, and additional overage costs as set forth in the Maintenance Agreement, both Agreements being attached hereto and incorporated by reference herein.

IT IS THEREFORE ORDERED that the Cash Sale Agreement and Maintenance Agreement with GFI Digital, Inc. is hereby approved and that Tim Brinker, Presiding Commissioner, is authorized to execute said Agreement on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of the executed Agreement and a copy of this Order be provided to GFI Digital, Inc.; Sheriff Steve Pelton; Mandy Warnecke, Sheriff's Department; and Shakara, Purchasing Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

PO#



CASH SALE AGREEMENT

BILL TO

SHIP TO

<i>Company</i> Franklin County			<i>Company</i> Franklin County - Sheriff Department		
<i>Address</i> 400 E Locust St - Room 004			<i>Address</i> #1 Bruns Ln		
<i>City</i> Union	<i>State</i> MO	<i>Zip</i> 63084	<i>City</i> Union	<i>State</i> MO	<i>Zip</i> 63084
<i>Phone</i> 6365846279	<i>Fax</i>		<i>Phone</i> 6365846828	<i>Fax</i>	
<i>Contact</i> Ann Struttmann			<i>Contact</i> Mandy Warnecke		
<i>Tax Exempt # (Copy of Certificate must be attached)</i>			<i>Key Operator</i>		

Sales Representative Connor Arcobasso Sales Rep # 25SA13

ORDER TYPE: Purchase Case Conversion EQUIPMENT TYPE: New Refurbished

QTY	PRODUCT #	DESCRIPTION	SERIAL #	UNIT PRICE	NET PRICE
	NASPO	Contract #140603			
1	MX-3071	Sharp MX3071			
1	MX-DE25N	1 x 550 Sheet Paper Feed			
1	MX-FX15	Facsimile Expansion Kit			
1	MX-TU16	Center Exit Tray			
EQUIPMENT TOTAL					\$4216.00
*Excludes Applicable Taxes					

SPECIAL INSTRUCTIONS: _____

Franklin County
COMPANY NAME

GFI Digital, INC.
COMPANY NAME

AUTHORIZED SIGNATURE DATE

WITNESS DATE

PRINT NAME & TITLE

PRINT NAME & TITLE

SALES CONTRACT TERMS & CONDITIONS

The Equipment Total does not include any applicable taxes, unless specified on the face of the contract.

The undersigned represent that they have authority to enter in to this Agreement.

The undersigned agrees to pay the total amount due, as specified, to GFI Digital, in accordance with the terms specified. GFI reserves the right to delay service if your account is delinquent.



MAINTENANCE AGREEMENT

BILL TO			SHIP TO		
<i>Company</i> Franklin County			<i>Company</i> Franklin County - Sheriff Department		
<i>Address</i> 400 E Locust St - Room 004			<i>Address</i> #1 Bruns Ln		
<i>City</i>	<i>State</i>	<i>Zip</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Union	MO	63084	Union	MO	63084
<i>Phone</i>		<i>Fax</i>	<i>Phone</i>		<i>Fax</i>
6365846279			6365846828		
<i>Contact</i> Ann Struttman			<i>Contact</i> Mandy Warnecke		
<i>PO#</i>			<i>Contact for Meter Read</i>		

EQUIPMENT:

Model Sharp MX3071 Serial # _____ Equipment ID # _____

PROGRAM TYPE:

Supply Inclusive: Includes parts, labor, drums, toner and developer; does not include paper or staples

CONTRACT TERMS:

Length of Contract Annual Contract Start Date Upon Installation Contract Base Billing Cycle quarterly
 B/W monthly Base Rate \$0 # monthly of Copies/Prints 0 monthly B/W Overage \$.0089
 Color monthly Base Rate \$0 # monthly of Copies/Prints 0 monthly Color Overage \$.0524
 Beginning Meter Read _____ Beginning Meter Read Date _____

SPECIAL INSTRUCTIONS * Refer to Sec 9 for Customer Initial

NASPO Contract #140603

Franklin County

 COMPANY NAME

GFI DIGITAL, INC.

 COMPANY NAME

 AUTHORIZED SIGNATURE DATE

 WITNESS DATE

 PRINT NAME & TITLE

 PRINT NAME & TITLE

MAINTENANCE AGREEMENT TERMS & CONDITIONS

GFI Digital agrees to provide maintenance service as required at the installation address specified on the equipment contracted. All charges specified are those currently in effect and are subject to change only at the time of annual renewal. If the charges are increased the customer may, as of the effective date of such increase, terminate this Agreement by written notice to GFI Digital. Otherwise the new charges shall become effective upon the date specified in the renewal notice. GFI Digital service calls are limited to normal working hours (Monday through Friday, 8:00a.m. to 5:00p.m.).

1. Trained technicians will respond to all service calls within eight working hours or less from the time a call is placed.
2. All parts worn or broken through normal use of equipment will be replaced under the maintenance agreement. (Subject to maintenance agreement plan chosen).
3. All labor charges will be covered under the maintenance agreement.
4. All mileage charges will be covered under the maintenance agreement.
5. Loaner equipment will be provided in the event that the equipment covered under the maintenance agreement cannot be repaired on site.
6. Should the equipment covered under the maintenance agreement be traded in for a new model from GFI Digital during the life of this agreement, the unused balance will be pro-rated toward maintenance of the new equipment.
7. Parts and labor for repairs made necessary by accident, negligence, theft, vandalism, lightening, loss of power or current fluctuation, fire, water or other casualty is not covered under this maintenance agreement.
8. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal workday will be charged at published rates for service time and expense, but without charge for parts covered by this agreement. Normal workday is defined as Monday through Friday 8:00am to 5:00pm.
9. Technical/IT calls that are performed as a result of the customer changing or upgrading their network and/or Computers will be charged at a rate of \$120.00 per hour after the initial install is completed.

Customer Initial _____

For service as specified on the equipment listed, the undersigned agrees to pay in advance the total amount due as specified to GFI Digital, in accordance with the terms specified. GFI Digital reserves the right to delay service if your account is delinquent.

The undersigned represent that they are the owner of the equipment or that they have the owner's authority to enter in to this Agreement.

This Agreement is subject to acceptance by GFI Digital. It takes effect on the Contract Start Date and continues in effect for the specified period and will remain in force thereafter, with automatic renewal at the prevailing rates, until cancelled by either party. Either party may cancel this contract with a 30 day written notice.



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
COPIERS/PRINTERS			
MX-M2651	26 PPM B&W / 30 PPM B&W Workgroup Document System	\$1,945.25	\$6,275.00
MX-M3051	30 PPM B&W / 30 PPM B&W Workgroup Document System	\$2,387.00	\$7,700.00
MX-M3551	35 PPM B&W / 35 PPM B&W Workgroup Document System	\$2,945.00	\$9,500.00
MX-M4051	40 PPM B&W / 40 PPM B&W Workgroup Document System	\$3,100.00	\$10,000.00
MX-M5051	60 PPM B&W / 60 PPM B&W Workgroup Document System	\$3,332.50	\$10,750.00
MX-M6051	60 PPM B&W / 60 PPM B&W Workgroup Document System	\$3,875.00	\$12,500.00
MX-M3071	30 PPM B&W / 30 PPM B&W Workgroup Document System	\$2,813.25	\$9,075.00
MX-M3571	35 PPM B&W / 35 PPM B&W Workgroup Document System	\$3,371.25	\$10,875.00
MX-M4071	40 PPM B&W / 40 PPM B&W Workgroup Document System	\$3,828.50	\$12,350.00
MX-M5071	60 PPM B&W / 60 PPM B&W Workgroup Document System	\$3,952.50	\$12,750.00
MX-M6071	60 PPM B&W / 60 PPM B&W Workgroup Document System	\$5,115.00	\$16,500.00
AR-SU1	Stamp Unit	\$95.40	\$180.00
MX-60ABD	Deluxe Copier Cabinet	\$132.50	\$250.00
MX-AMX2L	Sharp OSA Application Communication Module (M2651/M3051/M3551/M4051/M5051/M6051)	\$273.75	\$365.00
MX-AMX3L	Sharp OSA External Accounting Module (M2651/M3051/M3551/M4051/M5051/M6051)	\$150.00	\$200.00
MX-DE25N	1 x 550 Sheet Paper Feed Desk Unit	\$469.05	\$885.00
MX-DE26N	2 x 550 Sheet Paper Feed Desk Unit	\$598.90	\$1,130.00
MX-DE27N	3 x 550 Sheet Paper Feed Desk Unit	\$832.10	\$1,570.00
MX-DE28N	550+2100 Sheet Tandem Paper Drawer	\$1,060.00	\$2,000.00
MX-DE29N	1 x 550-sheet Paper Drawer (wheelchair access)	\$469.05	\$885.00
MX-EB18	Wireless LAN Adaptor (M2651/M3051/M3551/M4051/M5051/M6051)	\$260.00	\$400.00
MX-EB19L	Compact PDF Compression Kit (M2651/M3051/M3551/M4051/M5051/M6051)	\$390.00	\$600.00
MX-EB20L	OCR Expansion Kit (M2651/M3051/M3551/M4051/M5051/M6051)	\$195.00	\$300.00
MX-FN27N	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	\$1,060.00	\$2,000.00
MX-FN28	1K Stacking Finisher (requires RB25N)	\$1,378.00	\$2,600.00
MX-FN29	1K Saddle Finisher (requires RB25N)	\$1,616.50	\$3,050.00
MX-FN30	3K Stacking Finisher (requires RB25N)	\$1,616.50	\$3,050.00
MX-FN31	3K Saddle Finisher (requires RB25N)	\$3,180.00	\$6,000.00
MX-FR64U	Data Security Kit	\$273.00	\$420.00
MX-FWX1L	Internet Fax Kit	\$302.10	\$570.00
MX-FX15	Facsimile Expansion Kit	\$720.80	\$1,360.00
MX-LC17N	3,000 Sheet Large Capacity Tray Requires DE25N/DE26N/DE27N /DE28N (Not compatible with 60ABD or DE29)	\$832.10	\$1,570.00
MX-LT10	Long Paper Tray (For use with Banner Paper)	\$111.30	\$210.00
MX-PF10	Bar Code Font Kit	\$331.25	\$625.00
MX-PK13L	Post Script Expansion Kit(M2651/M3051/M3551/M4051/M5051/M6051 only)	\$585.00	\$780.00
MX-PN14B	3 Hole Punch Module for FN27N	\$389.55	\$735.00
MX-PN15B	3 Hole Punch Module for FN28/29	\$389.55	\$735.00
MX-PN16B	3 Hole Punch Module for FN30/31	\$389.55	\$735.00
MX-PU10L	Direct Print Expansion Kit (M2651/M3051/M3551/M4051/M5051/M6051 only)	\$650.00	\$1,000.00
MX-RB25N	Paper Pass Unit Required with FN28/29/30/31	\$235.85	\$445.00
MX-TR19N	Exit Tray Unit (right side)	\$84.80	\$160.00
MX-TR20	Job Separator	\$29.15	\$55.00
MX-TU16	Center Exit Tray Unit (Required if Finisher not installed- Standard on M2651)	\$42.40	\$80.00
MX-UT10	Utility Table	\$84.80	\$160.00
AR-D5133NT	15 AMP Power Filter	\$97.50	\$150.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
MX-M7570	75 PPM Monochrome Workgroup Document System	\$8,571.50	\$27,650.00
MX-LC18	3,500-sheet Large Capacity Cassette (Letter)	\$832.10	\$1,570.00
MX-LC19	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	\$1,616.50	\$3,050.00
MX-LT10	Long Paper Feeding Tray (for use with Banner Paper)	\$111.30	\$210.00
MX-FN33	Inner Finisher (requires MX-RB24) (No Hole Punch Capability)	\$999.05	\$1,885.00
MX-FN34	3K Stacking 65-sheet Staple Finisher (requires MX-RB26)	\$1,616.50	\$3,050.00
MX-FN35	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher (requires MX-RB26)	\$3,180.00	\$6,000.00
MX-FN21	100-sheet Staple Finisher (4,000-sheet output capacity; requires MX-RB26 and MX-RB27)	\$4,001.50	\$7,550.00
MX-FN22	100-sheet Staple/20-sheet Saddle Stitch Finisher (4,000-sheet output capacity; requires MX-RB26 and MX-RB27)	\$5,681.60	\$10,720.00
MX-CF11	2 Tray Inserter Unit (requires MX-RB26 and RB27; requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN21 or MX-FN22)	\$2,045.80	\$3,860.00
MX-FD10	Multi-folding Unit (requires MX-RB26 and MX-RB27; and MX-FN21 or MX-FN22)	\$8,321.00	\$15,700.00
MX-RB13	Relay Unit (Required with MX-CF11 inserter except when configured with MX-FD10)	\$604.20	\$1,140.00
MX-RB24	Paper Pass Unit (required for FN33)	\$235.85	\$445.00
MX-RB26	Paper Pass Unit (required for all configurations with external finishers)	\$235.85	\$445.00
MX-RB27	Curl Correction Unit (required for MX-FN21 and MX-FN22)	\$604.20	\$1,140.00
MX-TM10	Trimmer Unit (Optional with MX-FN22 Saddle Finisher)	\$3,551.00	\$6,700.00
MX-PN13B	3-Hole Punch Unit (for use with MX-FN21 and MX-FN22)	\$500.85	\$945.00
MX-PN16B	3-Hole Punch Unit (for use with MX-FN34 and MX-FN35)	\$389.55	\$735.00
MX-TR21	Right Side Exit Tray	\$84.80	\$160.00
MX-TU15	Center Exit Tray (required if no finishing options are selected)	\$42.40	\$80.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	\$95.40	\$180.00
MX-PF10	Barcode Font Kit	\$331.25	\$625.00
MX-FX15	Fax Expansion Kit	\$720.80	\$1,360.00
MX-FWX1L	Internet Fax (I-Fax) Expansion Kit	\$302.10	\$570.00
MX-FR60U	Data Security Kit	\$273.00	\$420.00
AR-D5133NT	15 AMP Power Filter MX-FN21, MX-FN22	\$97.50	\$150.00
AR-D5143NT	20 AMP Power Filter	\$113.75	\$175.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
MX-M905	90-PPM High speed monochrome digital document system	\$12,210.00	\$37,000.00
MX-LC12	3,500-sheet Large Capacity Cassette	\$832.10	\$1,570.00
MX-LCX3N	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	\$1,616.50	\$3,050.00
MX-LC13N	5,000-sheet Large Capacity 2-Drawer Air Feed Tray (Letter, Letter-R, Legal or Ledger; requires MX-RB16) (If connecting 2 MX-LC13N's- MX-RB17 also req'd)	\$3,551.00	\$6,700.00
MX-FN21	100-sheet Staple Finisher (4,000-sheet output capacity; requires MX-RB18)	\$4,001.50	\$7,550.00
MX-FN22	100-sheet Staple/20-sheet Saddle Stitch Finisher (4,000-sheet output capacity; requires MX-RB18)	\$5,681.60	\$10,720.00
MX-FN24	50-sheet Staple Finisher (3,000-sheet output capacity)	\$2,226.00	\$4,200.00
MX-FN25	50-sheet Staple/15-sheet Saddle Stitch Finisher (2,000-sheet output capacity) (Not compatible with any other finishing options except the MX-PNX4B)	\$2,968.00	\$5,600.00
MX-MF11	500 Sheet Multi-Bypass Tray (requires MX-LC13N Large Capacity Tray and not compatible with the standard MFX1 100 Sheet Multi-Bypass Tray. MFX1 must be removed prior to installing this piece)	\$932.80	\$1,760.00
MX-FD10	Multi-folding Unit (requires MX-RB18; and MX-FN21 or MX-FN22)	\$8,321.00	\$15,700.00
MX-RB13	Relay Unit (required for MX-GBCX2, or if connecting an MX-FN21/FN22 directly to an MX-CF11)	\$604.20	\$1,140.00
MX-RB16	LCT Mounting Kit (required for MX-LC13N)	\$185.50	\$350.00
MX-RB18	Curl Correction Unit (required for MX-FN21, MX-FN22, and MX-ST10)	\$604.20	\$1,140.00
MX-TM10	Trimmer Unit (Optional with MX-FN22 Saddle Finisher)	\$3,551.00	\$6,700.00
MX-PN13B	3-Hole Punch Unit (for use with MX-FN21 and MX-FN22)	\$600.85	\$945.00
MX-PNX4B	3-Hole Punch Unit (for use with MX-FN24 and MX-FN25)	\$458.45	\$865.00
MX-SL10N	Status Indicator	\$357.75	\$675.00
MX-CF11	2 Tray Inserter Unit (requires MX-RB18; requires MX-RB13 or MX-FD10 if connecting directly to an MX-FN21 or MX-FN22; requires an MX-FN21 or MX-FN22 if not connecting directly to an MX-ST10 or MX-GBCX2)	\$2,045.80	\$3,880.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	\$95.40	\$180.00
MX-PU10L	Direct Print Expansion Kit	\$650.00	\$1,000.00
MX-PF10	Barcode Font Kit	\$331.25	\$625.00
MX-FWX1L	Internet Fax (i-Fax) Expansion Kit	\$302.10	\$570.00
MX-FX15	Fax Expansion Kit	\$720.80	\$1,360.00
MX-FR54U	Data Security Kit	\$477.75	\$735.00
MX-GBCX2	GBC SmartPunch ProTM - requires MX-RB13	\$7,950.00	\$15,000.00
MX-GBC03	3-Hole Die Set	\$466.40	\$880.00
MX-GBC11	11-Hole VeloBind Die Set	\$556.50	\$1,050.00
MX-GBC19	19-Hole CombBind Die Set	\$556.50	\$1,050.00
MX-GBC21	21-Hole WireBind Die Set	\$556.50	\$1,050.00
MX-GBC32	32-Hole WireBind Die Set	\$556.50	\$1,050.00
MX-GBC44	44-Hole Color Coil Die Set	\$556.50	\$1,050.00
MX-GBC32PRO	32-Hole ProClick Die Set	\$556.50	\$1,050.00
MX-GBC51	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	\$1,908.00	\$3,600.00
MX-GBC52	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	\$1,802.00	\$3,400.00
MX-GBC53	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	\$1,060.00	\$2,000.00
AR-D5133NT	15 AMP Power Filter MX-FN21, MX-FN22, MX-LC13N, and MX-ST10	\$97.50	\$150.00
MX-E524ZNT	208-240V/20A Next Gen PCS Power Filter	\$178.75	\$275.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
MX-M1055	105-PPM High speed monochrome digital document system	\$13,860.00	\$42,000.00
MX-M1205	120-PPM High speed monochrome digital document system	\$17,523.00	\$53,100.00
MX-LC12	3,500-sheet Large Capacity Cassette (Letter; requires MX-MFX1)	\$832.10	\$1,570.00
MX-LC13N	5,000-sheet Large Capacity 2-Drawer Air Feed Tray (Letter, Letter-R, Legal or Ledger; requires MX-RB16) (If connecting 2 MX-LC13N's- MX-RB17 also req'd)	\$3,551.00	\$6,700.00
MX-FN21	100-sheet Staple Finisher (4,000-sheet output capacity; requires MX-RB18)	\$4,001.50	\$7,550.00
MX-FN22	100-sheet Staple/20-sheet Saddle Stitch Finisher (4,000-sheet output capacity; requires MX-RB18)	\$5,681.60	\$10,720.00
MX-MFX1	100 Sheet Multi- Bypass Tray (for machine) Required for LC12/LCX3N Required if LC12/LCX3N/LC13N not attached. Will not work with LC13N	\$779.10	\$1,470.00
MX-MF11	500 Sheet Multi- Bypass Tray (requires MX-LC13N Large Capacity Tray and not compatible with MFX1)	\$932.80	\$1,760.00
MX-FD10	Multi-folding Unit (requires MX-RB13 and MX-RB18; and MX-FN21 or MX-FN22)	\$8,321.00	\$15,700.00
MX-RB13	Relay Unit (required for MX-GBCX2, or if connecting an MX-FN21/FN22 directly to an MX-CF11)	\$604.20	\$1,140.00
MX-RB16	LCT Mounting Kit (required for MX-LC13N)	\$185.50	\$350.00
MX-RB17	LCT Tandem Connecting Kit (required for connecting 2 MX-LC13N Large Capacity Trays)	\$1,060.00	\$2,000.00
MX-RB18	Curl Correction Unit (required for MX-FN21, MX-FN22, and MX-ST10)	\$604.20	\$1,140.00
MX-TM10	Trimmer Unit (Optional with MX-FN22 Saddle Finisher)	\$3,551.00	\$6,700.00
MX-PN13B	3-Hole Punch Unit (for use with MX-FN21 and MX-FN22)	\$500.85	\$945.00
MX-SL10N	Status Indicator	\$357.75	\$675.00
MX-ST10	5000-sheet High Capacity Stacker (Includes 1 MX-CA10)	\$12,455.00	\$23,500.00
MX-CA10	Paper Cart (additional)	\$954.00	\$1,800.00
MX-CF11	2 Tray Post Process Page	\$2,045.80	\$3,860.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	\$95.40	\$180.00
MX-EB11	Compact PDF Kit	\$390.00	\$600.00
MX-PUX1L	XPS Expansion Kit	\$425.75	\$655.00
MX-PF10	Barcode Font Kit	\$331.25	\$625.00
MX-EB15	Mirroring Kit	\$1,163.50	\$1,790.00
MX-FR53U	Data Security Kit (1055/1205)	\$477.75	\$735.00
MX-BM50	Plockmatic Booklet Maker (requires MX-PCB50 Interface Kit)	\$10,229.00	\$19,300.00
MX-CF50	Plockmatic Cover Feeder	\$2,756.00	\$5,200.00
MX-FD50	Plockmatic Square Folder	\$7,155.00	\$13,500.00
MX-TM50	Plockmatic Trimmer	\$7,155.00	\$13,500.00
MX-XB50	Plockmatic Rail Unit	\$265.00	\$500.00
MX-PCB50	Plockmatic Interface Kit	\$53.00	\$100.00
MX-GBCX2	GBC SmartPunch Pro (requires Die Set and MX-RB13)	\$7,950.00	\$15,000.00
MX-GBC03	3-Hole Die Set (for GBC SmartPunch Pro)	\$466.40	\$880.00
MX-GBC11	11-Hole VeloBind Set (for GBC SmartPunch Pro)	\$556.50	\$1,050.00
MX-GBC19	19-Hole CombBind Die Set (for GBC SmartPunch Pro)	\$556.50	\$1,050.00
MX-GBC21	21-Hole WireBind Die Set (for GBC SmartPunch Pro)	\$556.50	\$1,050.00
MX-GBC32	32-Hole WireBind Die Set (for GBC SmartPunch Pro)	\$556.50	\$1,050.00
MX-GBC44	44-Hole Color Coil Die Set (for GBC SmartPunch Pro)	\$556.50	\$1,050.00
MX-GBC32PRO	32-Hole ProClick Die Set (for GBC SmartPunch Pro)	\$556.50	\$1,050.00
MX-GBC51	19-Hole Heavy Duty CombBind Die Set (for GBC SmartPunch Pro)	\$1,908.00	\$3,600.00
MX-GBC52	44-Hole Heavy Duty Color Coil Die Set (for GBC SmartPunch Pro)	\$1,802.00	\$3,400.00
MX-GBC53	3-Hole Heavy Duty Die Set (for GBC SmartPunch Pro)	\$1,060.00	\$2,000.00
MX-PEIVB	Image Viewer (B/W)	\$2,475.00	\$3,300.00
MX-PEHD11	EFI Removable HDD Kit for MX-PE11	\$1,950.00	\$2,600.00
MX-PE11	Fiery Print Server (requires MX-PX11)	\$6,305.00	\$9,700.00
MX-PX11	Fiery Interface board (requires MX-PE11)	\$2,145.00	\$3,300.00
MX-PEFIS	Fiery Impose Software	\$2,475.00	\$3,300.00
MX-PEFC	Fiery Compose Software	\$1,125.00	\$1,500.00
MX-PEIC	Fiery Impose + Fiery Compose Software Bundle	\$3,150.00	\$4,200.00
MX-PEJM1	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	\$4,537.50	\$6,050.00
MX-PEJ11	Fiery JobMaster + Fiery Impose Software Bundle (includes MX-PEJIM 1-year SMSA)	\$6,412.50	\$8,550.00
MX-PEJF1	Fiery JobFlow Software (includes MX-PEJFM 1-year SMSA)	\$5,925.00	\$7,900.00
MX-PESP	EFI ES-2000 Spectrophotometer	\$1,350.00	\$1,800.00
MX-PECE1	Fiery Central (includes MX-PECEM 1-year SMSA)	\$6,412.50	\$8,550.00
MX-PEJMM	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA) (required for MX-PEJM)	\$975.00	\$1,300.00
MX-PEJIM	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement (SMSA) (required for MX-PEJ1)	\$1,350.00	\$1,800.00
MX-PEJFM	Fiery JobFlow 1-year Software Maintenance and Support Agreement (SMSA) (required for MX-PEJF)	\$1,350.00	\$1,800.00
MX-PECEM	Fiery Central 1-year Software Maintenance and Support Agreement (SMSA) (required for MX-PECE)	\$1,350.00	\$1,800.00
AR-D5133NT	15 AMP Power Filter MX-FN21, MX-FN22, MX-LC13N, and MX-ST10.	\$97.50	\$150.00
MX-E524ZNT	208-240V/20A Next Gen PCS Power Filter	\$178.75	\$275.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
COLOR:			
MX-2651	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	\$2,170.00	\$7,000.00
MX-3051	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	\$2,983.75	\$9,625.00
MX-3551	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	\$3,836.25	\$12,375.00
MX-4051	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	\$4,688.75	\$15,125.00
MX-5051	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	\$5,370.75	\$17,325.00
MX-6051	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	\$6,052.75	\$19,525.00
MX-3071	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	\$4,006.75	\$12,925.00
MX-3571	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	\$4,859.25	\$15,675.00
MX-4071	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	\$5,711.75	\$18,425.00
MX-5071	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	\$6,393.75	\$20,625.00
MX-6071	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	\$7,075.75	\$22,825.00
AR-SU1	Stamp Unit	\$95.40	\$180.00
MX-60ABD	Deluxe Copier Cabinet	\$132.50	\$250.00
MX-AMX2L	Sharp OSA Application Communication Module (Essentials Versions Only)	\$273.75	\$365.00
MX-AMX3L	Sharp OSA External Accounting Module (Essentials Versions Only)	\$150.00	\$200.00
MX-DE25N	1 x 550 Sheet Paper Feed Desk Unit	\$469.05	\$885.00
MX-DE26N	2 x 550 Sheet Paper Feed Desk Unit	\$598.90	\$1,130.00
MX-DE27N	3 x 550 Sheet Paper Feed Desk Unit	\$832.10	\$1,570.00
MX-DE28N	550+2100 Sheet Tandem Paper Drawer	\$1,060.00	\$2,000.00
MX-DE29N	1 x 550-sheet Paper Drawer (wheelchair access)	\$469.05	\$885.00
MX-EB11	Compact PDF Kit (3050/3550/4050/5050/6050)	\$390.00	\$600.00
MX-EB18	Wireless LAN Adaptor (Essential Versions Only)	\$260.00	\$400.00
MX-EB19L	Compact PDF Compression Kit (2651/3051/3551/4051/5051/6051)	\$390.00	\$600.00
MX-EB20L	OCR Expansion Kit (2651/3051/3551/4051/5051/6051)	\$195.00	\$300.00
MX-FN27N	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	\$1,060.00	\$2,000.00
MX-FN28	1K Stacking Finisher (requires RB25N)	\$1,378.00	\$2,600.00
MX-FN29	1K Saddle Finisher (requires RB25N)	\$1,616.50	\$3,050.00
MX-FN30	3K Stacking Finisher (requires RB25N)	\$1,616.50	\$3,050.00
MX-FN31	3K Saddle Finisher (requires RB25N)	\$3,180.00	\$6,000.00
MX-FR62U	Data Security Kit (2651/3051/3551/4051/5051/6051/3071/3571/4071/5071/6071)	\$373.75	\$575.00
MX-FWX1L	Internet Fax Kit	\$302.10	\$570.00
MX-FX15	Facsimile Expansion Kit	\$720.80	\$1,360.00
MX-LC17N	3,000 Sheet Large Capacity Tray Requires DE25N/DE26N/DE27N /DE28N (Not compatible with 60ABD or DE29)	\$832.10	\$1,570.00
MX-LT10	Long Paper Tray (For use with Banner Paper)	\$111.30	\$210.00
MX-PF10	Bar Code Font Kit	\$331.25	\$625.00
MX-PK13L	Post Script Expansion Kit (Essentials Versions Only)	\$585.00	\$780.00
MX-PN14B	3 Hole Punch Module for FN27N	\$389.55	\$735.00
MX-PN15B	3 Hole Punch Module for FN28/29	\$389.55	\$735.00
MX-PN16B	3 Hole Punch Module for FN30/31	\$389.55	\$735.00
MX-PU10L	Direct Print Expansion Kit (Essentials Versions Only)	\$650.00	\$1,000.00
MX-RB25N	Paper Pass Unit Required with FN28/29/30/31	\$235.85	\$445.00
MX-TR19N	Exit Tray Unit (right side)	\$84.80	\$160.00
MX-TR20	Job Separator	\$29.15	\$55.00
MX-TU16	Center Exit Tray Unit (Required if Finisher not installed)	\$42.40	\$80.00
MX-UT10	Utility Table	\$84.80	\$160.00
AR-D5133NT	15 AMP Power Filter (26-40 PPM Units)	\$97.50	\$150.00
AR-D5143NT	20 AMP Power Filter (50-60 PPM Units)	\$113.75	\$175.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
MX-6580N	65 PPM B&W / Color - High Speed Color Document System	\$9,735.00	\$29,500.00
MX-7580N	75 PPM B&W / Color - High Speed Color Document System	\$11,385.00	\$34,500.00
MX-LC12	Large Capacity Cassette (3,500 sheets-Letter)	\$832.10	\$1,570.00
MX-LCX3N	Large Capacity Cassette (3,000 sheets-Letter, Letter-R, Legal or Ledger)	\$1,616.50	\$3,050.00
MX-LC13N	Large Capacity 2-Drawer Air Feed Tray (5,000 sheets - Letter, Letter-R, Legal or Ledger) Requires MX-RB14 May not be used with LC12/LCX3N	\$3,551.00	\$6,700.00
MX-LT10	Long Paper Tray (For use with Banner Paper)	\$111.30	\$210.00
MX-FD10	Multi Folding Unit Requires FN21/FN22 Not Compatible with RB13	\$8,321.00	\$15,700.00
MX-FN19	50 Sheet Staple Finisher (4,000-sheet output capacity) Requires RB12N(Not compatible with CF11, FD10, RB13, RB15)	\$1,616.50	\$3,050.00
MX-FN20	50 Sheet Staple/15 Sheet Saddle Stitch Finisher (4,000-sheet output capacity) Requires RB12N	\$2,504.25	\$4,725.00
MX-FN21	100 Sheet Staple Finisher (4,000-sheet output capacity) Requires RB12N + RB15	\$4,001.50	\$7,550.00
MX-FN22	100 Sheet Staple/20 Sheet Saddle Stitch Finisher (4,000-sheet output capacity) Requires RB12N + RB15	\$5,681.60	\$10,720.00
MX-MF11	500 Sheet Multi- Bypass Tray (requires MX-LC13N Large Capacity Tray and not compatible with the standard MF10 100 Sheet Multi-Bypass Tray. Must remove MF10 prior to installing this piece.	\$932.80	\$1,760.00
MX-RB12N	Paper pass unit for machine (required for MX-FN19, MX-FN20, MX-FN21 & MX-FN22)	\$291.50	\$550.00
MX-RB13	Relay Unit (Required with MX-CF11 inserter except when configured with MX-FD10)	\$604.20	\$1,140.00
MX-RB14	Relay Unit (Required for MX-LC13N)	\$604.20	\$1,140.00
MX-RB15	Curl Correction Unit (Required with MX-FN21 and MX-FN22 configurations)	\$604.20	\$1,140.00
MX-TM10	Trimmer Unit (Optional with MX-FN22 Saddle Finisher)	\$3,551.00	\$6,700.00
MX-PN12B	Punch Unit (for MX-FN19 and MX-FN20)	\$450.50	\$850.00
MX-PN13B	Punch Unit (for MX-FN21 and MX-FN22)	\$500.85	\$945.00
MX-TR14	Right Side Exit Tray	\$100.70	\$190.00
MX-TU14	Center Exit Tray Required if no finishing options included	\$74.20	\$140.00
MX-CF11	2 Tray Post Process Page Inserter (Used with MX-FN21 or MX-FN22) Requires FD10 or RB13	\$2,045.80	\$3,860.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	\$95.40	\$180.00
MX-PF10	Barcode Font Kit	\$331.25	\$625.00
MX-FWX1L	Internet Fax (I-Fax) Expansion Kit	\$302.10	\$570.00
MX-SL10N	Status Indicator	\$357.75	\$675.00
MX-FX15	Fax Expansion Kit	\$720.80	\$1,360.00
MX-FR55U	Data Security Kit	\$494.00	\$760.00
MX-PE12	Fiery Print Server (requires MX-PX12)	\$4,420.00	\$6,800.00
MX-PX12	Fiery Interface board (requires MX-PE12)	\$1,300.00	\$2,000.00
MX-PECPSP	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer (includes MX-PECPM 1-year SMSA)	\$3,450.00	\$4,600.00
MX-PECPS1	Fiery Color Profiler Suite (includes MX-PECPM 1-year SMSA)	\$2,400.00	\$3,200.00
MX-PECPM	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement (SMSA)	\$525.00	\$700.00
MX-PEFIS	Fiery Impose Software	\$2,475.00	\$3,300.00
MX-PEFC	Fiery Compose Software	\$1,125.00	\$1,500.00
MX-PEIC	Fiery Impose + Fiery Compose Software Bundle	\$3,150.00	\$4,200.00
MX-PEJF1	Fiery JobFlow Software (includes MX-PEJFM 1-year SMSA)	\$5,925.00	\$7,900.00
MX-PEJFM	Fiery JobFlow 1-year Software Maintenance and Support Agreement (SMSA) (required for MX-PEJF)	\$1,350.00	\$1,800.00
MX-PESP	EFI ES-2000 Spectrophotometer	\$1,350.00	\$1,800.00
MX-PEPP12	EFI Productivity Package Software	\$5,062.50	\$6,750.00
MX-PEHF12	EFI Hot Folders	\$975.00	\$1,300.00
MX-PEAT12	EFI Auto Trapping	\$975.00	\$1,300.00
MX-PESO12	EFI Spot On	\$975.00	\$1,300.00
MX-GBCX2	GBC SmartPunch ProTM - requires MX-RB13	\$7,950.00	\$15,000.00
MX-GBC03	3-Hole Die Set	\$466.40	\$880.00
MX-GBC11	11-Hole VeloBind Set	\$556.50	\$1,050.00
MX-GBC19	19-Hole CombBind Die Set	\$556.50	\$1,050.00
MX-GBC21	21-Hole WireBind Die Set	\$556.50	\$1,050.00
MX-GBC32	32-Hole WireBind Die Set	\$556.50	\$1,050.00
MX-GBC44	44-Hole Color Coil Die Set	\$556.50	\$1,050.00
MX-GBC32PRO	32-Hole ProClick Die Set	\$556.50	\$1,050.00
MX-GBC51	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	\$1,908.00	\$3,600.00
MX-GBC52	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	\$1,802.00	\$3,400.00
MX-GBC53	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	\$1,060.00	\$2,000.00
AR-D5133NT	15 AMP Power Filter FN21, FN22, LC13N	\$97.50	\$150.00
MX-E524ZNT	208-240V/20A Power Filter	\$178.75	\$275.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
MX-7090N	70 PPM B&W / Color - High Speed Color Document System	\$13,860.00	\$42,000.00
MX-8090N	80 PPM B&W / Color - High Speed Color Document System	\$16,760.80	\$50,760.00
MX-LC12	Large Capacity Cassette (3,500 sheets-Letter) Requires MF10	\$832.10	\$1,570.00
MX-LCX3N	Large Capacity Cassette (3,000 sheets-Letter, Letter-R, Legal or Ledger) Requires MF10	\$1,616.50	\$3,050.00
MX-LC13N	Large Capacity 2-Drawer Air Feed Tray (5,000 sheets - Letter, Letter-R, Legal or Ledger) Requires MX-RB14 May not be used with LC12/LCX3N (If connecting 2 MX-LC13N's- MX-RB17 also req'd)	\$3,551.00	\$6,700.00
MX-LT10	Long Paper Tray (For use with Banner Paper) Requires MX-MF10	\$111.30	\$210.00
MX-FD10	Multi-folding Unit (requires MX-FN21 or MX-FN22 and MX-RB12 and MX-RB15)	\$8,321.00	\$15,700.00
MX-FN21	100 Sheet Staple Finisher (4,000-sheet output capacity) Requires RB12N + RB15	\$4,001.50	\$7,550.00
MX-FN22	100 Sheet Staple/20 Sheet Saddle Stitch Finisher (4,000-sheet output capacity) Requires RB12N + RB15	\$5,681.60	\$10,720.00
MX-MF10	100 Sheet Multi- Bypass Tray (for machine) Required for LC12/LCX3N Required if LC13N not attached	\$779.10	\$1,470.00
MX-MF11	500 Sheet Multi- Bypass Tray (requires MX-LC13N Large Capacity Tray and not compatible with MF10)	\$932.80	\$1,760.00
MX-RB12N	Paper pass unit for machine (required for MX-FN21 & MX-FN22)	\$291.50	\$550.00
MX-RB13	Relay Unit (Required with MX-CF11 inserter except when configured with MX-FD10. Also required with the MX-GBCX2)	\$604.20	\$1,140.00
MX-RB14	Relay Unit (Required for MX-LC13N)	\$604.20	\$1,140.00
MX-RB15	Curl Correction Unit (Required with MX-FN21, MX-FN22 and MX-ST10 configurations)	\$604.20	\$1,140.00
MX-RB17	LCT Tandem Connecting Kit (required for connecting 2 MX-LC13N Large Capacity Trays)	\$1,080.00	\$2,000.00
MX-TM10	Trimmer Unit (Optional with MX-FN22 Saddle Finisher)	\$3,551.00	\$6,700.00
MX-PN13B	Punch Unit (for MX-FN21 and MX-FN22)	\$500.85	\$945.00
MX-SL10N	Status Indicator	\$357.75	\$675.00
MX-ST10	5000-sheet High Capacity Stacker (includes 1 MX-CA10) (requires MX-RB15)	\$12,455.00	\$23,500.00
MX-CA10	Paper Cart (additional)	\$954.00	\$1,800.00
MX-TR14	Right Side Exit Tray Requires MF10	\$100.70	\$190.00
MX-TU14	Center Exit Tray Required if no finishing options included	\$74.20	\$140.00
MX-CF11	2 Tray Post Process Page Inserter (Used with MX-FN21 or MX-FN22) Requires FD10 or RB13	\$2,045.80	\$3,860.00
AR-SU1	Stamp Unit (requires AR-SV1 Stamp Cartridge)	\$95.40	\$180.00
MX-PF10	Barcode Font Kit	\$331.25	\$625.00
MX-FR58U	Data Security Kit	\$494.00	\$760.00
MX-PE13	External Fiery Color Print Server (requires MX-PX13)	\$14,560.00	\$22,400.00
MX-PX13	Fiery Interface Kit (required for MX-PE13)	\$2,145.00	\$3,300.00
MX-PE14	Embedded Fiery Color Print Server (requires MX-PX12)	\$6,760.00	\$10,400.00
MX-PX12	Fiery Interface board (required for MX-PE14)	\$1,300.00	\$2,000.00
MX-GBCX2	GBC SmartPunch Pro™ - requires MX-RB13	\$7,950.00	\$15,000.00
MX-GBC03	3-Hole Die Set	\$466.40	\$880.00
MX-GBC11	11-Hole VeloBind Set	\$556.50	\$1,050.00
MX-GBC19	19-Hole CombBind Die Set	\$556.50	\$1,050.00
MX-GBC21	21-Hole WireBind Die Set	\$556.50	\$1,050.00
MX-GBC32	32-Hole WireBind Die Set	\$556.50	\$1,050.00
MX-GBC44	44-Hole Color Coil Die Set	\$556.50	\$1,050.00
MX-GBC32PRO	32-Hole ProClick Die Set	\$556.50	\$1,050.00
MX-GBC51	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	\$1,908.00	\$3,600.00
MX-GBC52	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	\$1,802.00	\$3,400.00
MX-GBC53	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	\$1,060.00	\$2,000.00
MX-BM50	Plockmatic Booklet Maker (requires MX-FN21 and MX-PCB50)	\$10,229.00	\$19,300.00
MX-PCB50	Plockmatic Interface Kit (required for MX-BM50)	\$53.00	\$100.00
MX-CF50	Plockmatic Cover Feeder	\$2,766.00	\$5,200.00
MX-FD50	Plockmatic Square Fold Module (requires MX-TM50)	\$7,155.00	\$13,500.00
MX-TM50	Plockmatic Trimmer	\$7,155.00	\$13,500.00
MX-XB50	Plockmatic Rail Unit	\$265.00	\$500.00
MX-PEFIS	Fiery Impose Software	\$2,475.00	\$3,300.00
MX-PEFC	Fiery Compose Software	\$1,125.00	\$1,500.00
MX-PEIC	Fiery Impose + Fiery Compose Software Bundle	\$3,150.00	\$4,200.00
MX-PEJMJ1	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA) (for use with MX-PE13)	\$4,537.50	\$6,050.00
MX-PEJ11	Fiery JobMaster + Fiery Impose Software Bundle (includes MX-PEJIM 1-year SMSA) (for use with MX-PE13)	\$6,412.50	\$8,550.00
MX-PEGAP	Fiery Graphic Arts Package, Premium Edition Software (For use with MX-PE13)	\$6,975.00	\$9,300.00
MX-PEJF1	Fiery JobFlow Software (includes MX-PEJFM 1-year SMSA) (for use with MX-PE13 or MX-PE14)	\$5,925.00	\$7,900.00
MX-PENXGL	Centralized Workstation with 22" monitor, wireless keyboard and mouse (For use with MX-PE13)	\$3,262.50	\$4,350.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
MX-PENXLS	Premium Centralized Workstation with 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	\$4,477.50	\$5,970.00
MX-PEHD13	Fiery Removable Hard Disk Drive (For use with MX-PE13)	\$1,350.00	\$1,800.00
MX-PESP	EFI ES-2000 Spectrophotometer (for use with MX-PE13 or MX-PE14)	\$1,350.00	\$1,800.00
MX-PECPS1	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer (includes MX-PECPM 1-year SMSA)	\$3,450.00	\$4,600.00
MX-PECPS1	Fiery Color Profiler Suite (includes MX-PECPM 1-year SMSA) (for use with MX-PE13 or MX-PE14)	\$2,400.00	\$3,200.00
MX-PECE1	Fiery Central (includes MX-PECEM 1-year SMSA) (For use with MX-PE13)	\$6,412.50	\$8,550.00
MX-PEJMM	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA) (For use with MX-PEJM)	\$975.00	\$1,300.00
MX-PEJIM	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement (SMSA) (For use with MX-PEJ)	\$1,350.00	\$1,800.00
MX-PEJFM	Fiery JobFlow 1-year Software Maintenance and Support Agreement (SMSA) (For use with MX-PEJF)	\$1,350.00	\$1,800.00
MX-PECPM	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement (SMSA) (For use with MX-PECPS1)	\$525.00	\$700.00
MX-PECEM	Fiery Central 1-year Software Maintenance and Support Agreement (SMSA) (For use with MX-PECE)	\$1,350.00	\$1,800.00
MX-PEPP12	EFI Productivity Package Software (For use with MX-PE14)	\$5,062.50	\$6,750.00
AR-D5133NT	15 AMP Power Filter FN21, FN22, LC13N, ST10	\$97.50	\$150.00
MX-E524ZNT	208-240V/20A Power Filter	\$178.75	\$275.00



NASPO ValuePoint Contract #140603

Available Through
12/31/21

Model	Description and Machine Compatibility	Contract Price	Retail Price
Neo Series			
MX-C300P	30 PPM B&W / Color - Desktop Color Printer	\$1,233.75	\$2,625.00
MX-C250	25 PPM B&W / Color - Desktop Color Document System	\$1,178.75	\$2,875.00
MX-C300W	30 PPM B&W / Color - Desktop Color Document System	\$1,383.75	\$3,375.00
MX-25ABD	Deluxe Copier Cabinet	\$81.62	\$154.00
MX-CS11	500 Sheet Paper Feed Unit	\$241.15	\$455.00
AR-D5133NT	15 AMP Power Filter	\$97.50	\$150.00
Neo IT2 Series			
MX-C303W	30 PPM B&W / Color - Desktop Color Workgroup Document System	\$1,896.25	\$4,625.00
MX-C304W	30 PPM B&W / Color - Desktop Color Workgroup Document System	\$2,203.75	\$5,375.00
MX-DS22N	Stand High (for use with Base unit or up to 2 CS14N)	\$132.50	\$250.00
MX-DS23N	Stand Low (for use with 3 or 4 CS14N)	\$84.80	\$160.00
MX-CS14N	600 sheet paper feeder (Max 4 Cassettes)	\$116.60	\$220.00
MX-XB19	Anti Tip Kit Recommended with DS22N+2CS14N or DS23N+4 CS14N	\$53.00	\$100.00
MX-FR61U	Data Security	\$373.75	\$575.00
MX-PF10	Barcode Font Kit	\$331.25	\$625.00
MX-FWX1L	Internet Fax	\$302.10	\$570.00
MX-AMX2L	Sharp OSA Application Communication Module (C303W)	\$273.75	\$365.00
MX-AMX3L	Sharp OSA External Accounting Module (C303W)	\$150.00	\$200.00
MX-EB19L	Compact PDF Compression Kit (C303W)	\$390.00	\$600.00
MX-PU10L	Direct Print Expansion Kit (C303W)	\$650.00	\$1,000.00
AR-D5133NT	15 AMP Power Filter	\$97.50	\$150.00
Nano Series			
MX-B350P	35 PPM B&W - Desktop B/W Printer	\$528.75	\$1,125.00
MX-B450P	45 PPM B&W - Desktop B/W Printer	\$665.05	\$1,415.00
MX-B350W	35 PPM B&W - Desktop B/W Document System	\$820.00	\$2,000.00
MX-B450W	45 PPM B&W - Desktop B/W Document System	\$943.00	\$2,300.00
MX-B376W	37 PPM B&W - Desktop B/W Document System	\$1,609.25	\$3,925.00
MX-B476W	47 PPM B&W - Desktop B/W Document System	\$1,998.75	\$4,875.00
MX-DS22N	Stand High (for use with Base unit or single CS14N)	\$132.50	\$250.00
MX-DS23N	Stand Low (for use with 2 or 3 CS14N)	\$84.80	\$160.00
MX-CS14N	600 sheet paper feeder (Max 3 Cassettes on B376W/B476W; Max 1 on B350W/450W/350P/450P)	\$116.60	\$220.00
MX-FN32	Inner Finisher (30 sheet staple 300 sheet stack) (MX-B376W/B476W only)	\$760.55	\$1,435.00
MX-FR63U	Data Security (MX-B376W/B476W only)	\$373.75	\$575.00
MX-PF10	Barcode Font Kit (MX-B376W/B476W only)	\$331.25	\$625.00
MX-FWX1L	Internet Fax (MX-B376W/B476W only)	\$302.10	\$570.00
AR-D5133NT	15 AMP Power Filter	\$97.50	\$150.00



NASPO ValuePoint Contract #140603 Service & Supplies Pricing

Model	Black Copies							Color Copies						
	CPC No Minimum	Zone 1 Monthly Base (1-25 Miles)	Monthly Copy Minimum Copies	Zone 1 Excess CPC	Zone 2 Monthly Base (26-50 Miles)	Monthly Copy Minimum Copies	Zone 2 Excess CPC (26-50 Miles)	CPC No Minimum	Zone 1 Monthly Base (1-25 Miles)	Monthly Copy Minimum Copies	Zone 1 Excess CPC	Zone 2 Monthly Base (26-50 Miles)	Monthly Copy Minimum Copies	Zone 2 Excess CPC (26-50 Miles)
MX-M2651	0.0080	\$17.50	2,500	0.0070	\$20.75	2,500	0.0083							
MX-M3051	0.0075	\$19.20	3,000	0.0064	\$23.10	3,000	0.0077							
MX-M3071	0.0075	\$19.20	3,000	0.0064	\$23.10	3,000	0.0077							
MX-M3551	0.0075	\$19.20	3,000	0.0064	\$23.10	3,000	0.0077							
MX-M3571	0.0075	\$19.20	3,000	0.0064	\$23.10	3,000	0.0077							
MX-M4051	0.0075	\$25.60	4,000	0.0064	\$30.80	4,000	0.0077							
MX-M4071	0.0075	\$25.60	4,000	0.0064	\$30.80	4,000	0.0077							
MX-M5051	0.0073	\$31.50	5,000	0.0063	\$38.00	5,000	0.0076							
MX-M5071	0.0073	\$31.50	5,000	0.0063	\$38.00	5,000	0.0076							
MX-M6051	0.0070	\$45.75	7,500	0.0061	\$54.75	7,500	0.0073							
MX-M6071	0.0070	\$45.75	7,500	0.0061	\$54.75	7,500	0.0073							
MX-M7570	0.0058	\$50.00	10,000	0.0050	\$60.00	10,000	0.0060							
MX-M905	0.0045	\$80.00	20,000	0.0040	\$96.00	20,000	0.0048							
MX-M1055	0.0045	\$80.00	20,000	0.0040	\$96.00	20,000	0.0048							
MX-M1205	0.0045	\$80.00	20,000	0.0040	\$96.00	20,000	0.0048							
MX-2651	0.0091	\$15.80	2,000	0.0079	\$19.00	2,000	0.0095	0.0546	\$47.40	1,000	0.0474	\$56.90	1,000	0.0569
MX-3051	0.0089	\$19.25	2,500	0.0077	\$23.00	2,500	0.0092	0.0524	\$57.00	1,250	0.0456	\$68.38	1,250	0.0547
MX-3551	0.0089	\$19.25	2,500	0.0077	\$23.00	2,500	0.0092	0.0524	\$57.00	1,250	0.0456	\$68.38	1,250	0.0547
MX-3071	0.0089	\$19.25	2,500	0.0077	\$23.00	2,500	0.0092	0.0524	\$57.00	1,250	0.0456	\$68.38	1,250	0.0547
MX-3571	0.0089	\$19.25	2,500	0.0077	\$23.00	2,500	0.0092	0.0524	\$57.00	1,250	0.0456	\$68.38	1,250	0.0547
MX-4051	0.0089	\$30.80	4,000	0.0077	\$36.80	4,000	0.0092	0.0524	\$91.20	2,000	0.0456	\$109.40	2,000	0.0547
MX-4071	0.0089	\$30.80	4,000	0.0077	\$36.80	4,000	0.0092	0.0524	\$91.20	2,000	0.0456	\$109.40	2,000	0.0547
MX-5051	0.0089	\$46.20	6,000	0.0077	\$55.20	6,000	0.0092	0.0524	\$136.80	3,000	0.0456	\$164.10	3,000	0.0547
MX-5071	0.0089	\$46.20	6,000	0.0077	\$55.20	6,000	0.0092	0.0524	\$136.80	3,000	0.0456	\$164.10	3,000	0.0547
MX-6051	0.0089	\$46.20	6,000	0.0077	\$55.20	6,000	0.0092	0.0524	\$136.80	3,000	0.0456	\$164.10	3,000	0.0547
MX-6071	0.0089	\$46.20	6,000	0.0077	\$55.20	6,000	0.0092	0.0524	\$136.80	3,000	0.0456	\$164.10	3,000	0.0547
MX-6580N	0.0076	\$16.50	2,500	0.0066	\$19.75	2,500	0.0079	0.0471	\$410.00	10,000	0.0410	\$492.00	10,000	0.0492
MX-7580N	0.0076	\$16.50	2,500	0.0066	\$19.75	2,500	0.0079	0.0471	\$410.00	10,000	0.0410	\$492.00	10,000	0.0492
MX-7090N	0.0076	\$16.50	2,500	0.0066	\$19.75	2,500	0.0079	0.0428	\$372.00	10,000	0.0372	\$446.00	10,000	0.0446
MX-8090N	0.0076	\$16.50	2,500	0.0066	\$19.75	2,500	0.0079	0.0428	\$372.00	10,000	0.0372	\$446.00	10,000	0.0446
MX-B376W	0.0092	\$8.00	1,000	0.0080	\$9.60	1,000	0.0096							
MX-B476W	0.0092	\$8.00	1,000	0.0080	\$9.60	1,000	0.0096							
MX-B350W	0.0092	\$8.00	1,000	0.0080	\$9.60	1,000	0.0096							
MX-B450W	0.0092	\$8.00	1,000	0.0080	\$9.60	1,000	0.0096							
MX-B350P	0.0092	\$8.00	1,000	0.0080	\$9.60	1,000	0.0096							
MX-B450P	0.0092	\$8.00	1,000	0.0080	\$9.60	1,000	0.0096							
MX-C300W	0.0139	\$12.10	1,000	0.0121	\$14.50	1,000	0.0145	0.0610	\$26.55	500	0.0531	\$31.85	500	0.0637
MX-C303W	0.0139	\$12.10	1,000	0.0121	\$14.50	1,000	0.0145	0.0610	\$26.55	500	0.0531	\$31.85	500	0.0637
MX-C304W	0.0139	\$12.10	1,000	0.0121	\$14.50	1,000	0.0145	0.0610	\$26.55	500	0.0531	\$31.85	500	0.0637
MX-C300P	0.0139	\$12.10	1,000	0.0121	\$14.50	1,000	0.0145	0.0610	\$26.55	500	0.0531	\$31.85	500	0.0637
MX-C250	0.0139	\$12.10	1,000	0.0121	\$14.50	1,000	0.0145	0.0610	\$26.55	500	0.0531	\$31.85	500	0.0637



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Contract/Agreements

IN THE MATTER OF APPROVING CHANGE ORDER #7 TO PAULY JAIL BUILDING COMPANY, INC. FOR THE ADDITIONS AND RENOVATION TO EXISTING FRANKLIN COUNTY SHERIFF STATION, JAIL AND COMMUNICATION CENTER

WHEREAS, the Franklin County Commission accepted the proposal from contractor, Pauly Jail Building Company, Inc. for general construction for the additions and renovations to the Franklin County Sheriff Station, Jail and Communication Center; and

WHEREAS, it has been determined there is a revision in the contractual allowance in the amount of \$15,408.00 to the project cost at no additional cost; and

WHEREAS, the contract sum will be unchanged by this amount for the revision; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 7 for Pauly Jail Building Company, Inc. is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Shakara Bray, Purchasing; and Lynne Maloney, Accounts Payable; and Jeannine Stevens, Clerk's Office.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 18-2562.01 Addition & Renovation Franklin County Sheriff Station, Jail and Communication Cener	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 007 Date: October 14, 2020
OWNER: <i>(Name and address)</i> Franklin County, Missouri 400 Locust Street Union, Missouri 63084	ARCHITECT: <i>(Name and address)</i> FGM Architects Inc. 1 Metropolitan Sq, Ste 1945 St. Louis, Missouri 63102	CONTRACTOR: <i>(Name and address)</i> Pauly Jail Building Company, Inc. 2600 Nebraska Avenue St. Louis, Missouri 63118

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remaining Contractual Allowance (from CO #006).....(\$47,144.00)

ASI 15: Hardware revisions..... \$ 5,362.00
 ASI 16: Additional intercom / camera..... \$ 4,961.00
 PCI 52: Secondary control software..... \$ 5,085.00

Total above items and new Remaining Allowance Amount..... (\$31,736.00)

The original Contract Sum was	\$ 6,609,000.00
The net change by previously authorized Change Orders	\$ 40,790.00
The Contract Sum prior to this Change Order was	\$ 6,649,790.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 6,649,790.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be New 911 - March 4, 2020; Road Patrol - July 28, 2020; Detention Area - November 3, 2020; Major remodel areas - April 15, 2021; Training / Breakrooms - July 8, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc.	Pauly Jail Building Company, Inc.	Franklin County, Missouri
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Kevin W. Meyer, Project Manager	Jeff Hensley, Sr. Project Manager	Tim Brinker, Commissioner
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER #17 TO RIVER CITY
CONSTRUCTION, LLC FOR THE
ADDITIONS AND RENOVATION
TO EXISTING FRANKLIN COUNTY
SHERIFF STATION, JAIL AND
COMMUNICATION CENTER**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, River City Construction, LLC for general construction for the additions and renovations to the Franklin County Sheriff Station, Jail and Communication Center; and

WHEREAS, it has been determined there is a revision in the contractual allowance in the amount of \$5,240.00 to the project cost at no additional cost; and

WHEREAS, the total contract sum will be unchanged by this amount for the revision; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 17 for River City Construction, LLC is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Shakara Bray, Purchasing; Jeannine Stevens, County Clerk's Office; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 18-2562.01 Additions & Renovations Franklin County Sheriff Station, Jail and Communication Center	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 017 Date: October 14, 2020
OWNER: <i>(Name and address)</i> Franklin County, Missouri 400 East Locust Union, Missouri	ARCHITECT: <i>(Name and address)</i> FGM Architects Inc. 1 Metropolitan Sq., Ste 1945 St. Louis, Missouri 63102	CONTRACTOR: <i>(Name and address)</i> River City Construction LLC 6640 American Setter Drive Ashland, Missouri 65010

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remaining Contractual Allowance (from CO #016).....(\$53,525.27)

ASI #15: Hardware revisions..... \$ 1,080.00

PR-046: Eliminate cane barrier st Stairs.....(\$ 6,320.00)

Total above items and new Contractual Allowance.....(\$58,765.27)

The original Contract Sum was	\$ 11,661,529.00
The net change by previously authorized Change Orders	\$ 402,858.88
The Contract Sum prior to this Change Order was	\$ 12,064,387.88
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 12,064,387.88

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be New 911 - March 4, 2020; Road Patrol - July 28, 2020; Detention Area - November 3, 2020; Major remodel areas - April 15, 2021; Training / Breakrooms - July 8, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc.	River City Construction LLC	Franklin County, Missouri
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Kevin W. Meyer, Project Manager	Eric Bursott, Vice President	Tim Brinker, Commissioner
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING CHANGE ORDER
#4 TO SHEET METAL CONTRACTORS INC. FOR THE
ADDITIONS AND RENOVATION TO EXISTING FRANKLIN
COUNTY SHERIFF STATION, JAIL AND COMMUNICATION CENTER**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, Sheet Metal Contractors Inc. for HVAC construction for the additions and renovations to the Franklin County Sheriff Station, Jail and Communication Center; and

WHEREAS, it has been determined there is a revision in the contractual allowance in the amount of \$1,564.00 to the project cost at no additional cost; and

WHEREAS, the total contract sum will be unchanged by this amount for the revision; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 4 for Sheet Metal Contractors Inc. is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Shakara Bray, Purchasing; and Lynne Maloney, Accounts Payable; and Jeannine Stevens, Clerk's Office.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



AIA[®] Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
18-2562.01 Additions & Renovations
Franklin County Sheriff Station, Jail
and Communication center

CONTRACT INFORMATION:
Contract For: HVAC Construction
Date: May 21, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: October 14, 2020

OWNER: *(Name and address)*
Franklin County, Missouri
400 East Locust
Union, Missouri 63084

ARCHITECT: *(Name and address)*
FGM Architects Inc.
1 Metropolitan Sq., Ste 1945
St. Louis, Missouri 63102

CONTRACTOR: *(Name and address)*
Sheet Metal Contractors Inc.
1661 Veterans Drive
DeSoto, Missouri 63020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remaining Contractual Allowance (from CO #002).....(\$28,704.00)

ASI 15: Hardware Revisions..... \$ 1,564.00

New Remaining Contractual Allowance..... (\$27,140.00)

The original Contract Sum was	\$	1,543,439.00
The net change by previously authorized Change Orders	\$	34,738.00
The Contract Sum prior to this Change Order was	\$	1,578,177.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	1,578,177.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be New 911 - March 4, 2020; Road Patrol - July 29, 2020; Detention Area - November 3, 2020; Major remodel areas - April 15, 2021; Training / Breakrooms - July 8, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc.

ARCHITECT *(Firm name)*

Sheet Metal Contractors Inc.

CONTRACTOR *(Firm name)*

Franklin County, Missouri

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Kevin W. Meyer, Project Manager

PRINTED NAME AND TITLE

Neal Krodinger

PRINTED NAME AND TITLE

Tim Brinker, Commissioner

PRINTED NAME AND TITLE

DATE

DATE

DATE



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF APPROVING
CHANGE ORDER #13 TO AMERICAN
ELECTRIC & DATA INC. FOR THE
ADDITIONS AND RENOVATION
TO EXISTING FRANKLIN COUNTY
SHERIFF STATION, JAIL AND
COMMUNICATION CENTER**

WHEREAS, the Franklin County Commission accepted the proposal from contractor, American Electric & Data Inc. for general construction for the additions and renovations to the Franklin County Sheriff Station, Jail and Communication Center; and

WHEREAS, it has been determined there is a revision in the contractual allowance in the amount of \$62,975.00 to the project cost; and

WHEREAS, the total contract sum will be increased by this amount for the revision to the total sum of \$3,586,632.00; and

WHEREAS, Navigate and FGM Architects, Inc. have approved the cost adjustment.

IT IS THEREFORE ORDERED that the proposed Change Order No. 13 for American Electric & Data Inc. is hereby accepted and approved and the Presiding Commissioner is authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to FGM Architects, Inc.; Navigate, Jen Kissinger; Shakara Bray, Purchasing; Jeannine Stevens, Clerk's Office; and Lynne Maloney, Accounts Payable.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 18-2562.01 Addition and Renovation Franklin County Sheriff Station and Jail	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 013 Date: October 14, 2020
OWNER: <i>(Name and address)</i> Franklin County, MO 400 East Locust Street Union, Missouri 63084	ARCHITECT: <i>(Name and address)</i> FGM Architects Inc. 1 Metropolitan Sq. Ste 1945 St. Louis, Missouri 63102	CONTRACTOR: <i>(Name and address)</i> American Electric & Data, Inc. 112 St. Charles Street P. O. Box 340 New Melle, Missouri 63365

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

911/EMA A/V Scope.....	\$24,875.00
Sheriff A/V Scope.....	\$38,100.00
Total above and this Change Order.....	\$62,975.00

The original Contract Sum was	\$	3,419,150.00
The net change by previously authorized Change Orders	\$	104,507.00
The Contract Sum prior to this Change Order was	\$	3,523,657.00
The Contract Sum will be increased by this Change Order in the amount of	\$	62,975.00
The new Contract Sum including this Change Order will be	\$	3,586,632.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be New 911 - March 4, 2020; Road Patrol - July 29, 2020; Detention Area - November 3, 2020; Major remodel areas - April 15, 2021; Training / Breakrooms - July 8, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FGM Architects Inc. ARCHITECT <i>(Firm name)</i>	American Electric & Data, Inc. CONTRACTOR <i>(Firm name)</i>	Franklin County, Missouri OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
Kevin W. Meyer, Project Manager PRINTED NAME AND TITLE	Thomas M. Prade, Owner / President PRINTED NAME AND TITLE	Tim Brinker, Commissioner PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Tuesday, October 20, 2020
Over Plus Land Sale

IN THE MATTER OF REFUNDING OVER-PLUS ON LAND SALE BACK TAXES

WHEREAS, it is found by the County Commission that Robert Dzurick purchased real estate at the 2020 tax sale and issued as Certificate of Purchase #2020-72, property described as follows:

Parcel Number 32-2-03.2-0-001-026.000
Section 03, Township 40, Range 2E

WHEREAS, it is further found by the Commission that the purchase price was \$600.00 (Six Hundred Dollars and 00/100), which included taxes and costs in the amount of \$540.46 (Five Hundred Forty Dollars and 46/100) with an over-plus of \$59.54 (Fifty-Nine Dollars and 54/100), and;

WHEREAS, Robert Dzurick wishes to redeem the above over-plus and has submitted an application for \$59.54, representing the over-plus.

IT IS HEREBY ORDERED by this Commission, that Debbie Aholt, County Treasurer, issue a check/warrant payable to Robert Dzurick in the sum of \$59.54 out of the Over-plus Land Sale Account.

IT IS FURTHER ORDERED by this Commission that a copy of this order be provided to Debbie Aholt, County Treasurer; Doug Trentmann, County Collector; Angela Gibson, County Auditor; Jeannine Stevens, County Clerk's office and Robert Dzurick, 1225 West 7th Street Washington, Missouri 63090.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Robert Dzurick
1225 W 7th St
Washington Mo 63090

Enclosed please find check in the amount of \$594.51
The following are the details for the redemption of Tax Sale Certificate 2020-72
Parcel number: 32-2-03.2-0-001-026.000
Sec 03, Twn 40, Rng 2E,
Please return the pink and white copies of the tax sale certificate in the enclosed envelope.
The Redemption amount was calculated as follows:

Certificate Number	2020-72
Amount Paid at Sale	\$ 600.00
Actual cost of sale	\$ 540.46
12 Months @ 10% interest	\$ 54.05
Subsequent tax Year Paid	\$ -
Subsequent tax Year Pd months @8% interest . August	\$ -
Title Search and other fees	\$ -
Over Plus Amount	\$ 59.54
Total Redemption Amount	<u>\$ 594.51</u>

Sincerely,



Doug Trentmann
Franklin County Collector

enc

08-24-2020
20:26:23

TAX SALE CERTIFICATE OF PURCHASE

CERTIFICATE# 72
BIDDER# 35

STATE OF MISSOURI
COUNTY OF FRANKLIN

I Doug Trentmann, County Collector in and for the County and State aforesaid, do hereby certify that Robert Dzurick , 1225 W 7th St, Washington MO 63090 did, on the days hereinafter set forth, between the hours of 10A.M. and 4P.M. of the respective days, purchase at Public Auction, at the Franklin County Government Center in Union, MO 63084 the Lands and Town Lots below described, situated in the said County of Franklin, for the taxes, special assessments, interests, penalties and costs due and unpaid thereon for the years 2017, 2018, 2019, and paid as purchase money on each tract or lot the total amount of taxes, special assessments, interests, penalties, and costs thereon as stated herein opposite the description of each tract or lot:

Date of Sale	To Whom Assessed	Purchaser
2020-08-24	KAVANAGH, LAWRENCE & ROBERT 4743 MUSIC LN ST LOUIS MO 63128 USA	Robert Dzurick 1225 W 7th St Washington MO 63090 Phone: 636-390-3472 Cellular:

Acres	Property Description	Year	Property ID	Valuation	Tax
3.2500	Item # 13257 32-2-03.2-0-001-026.000 KAVANAGH, LAWRENCE & ROBERT	2017	134652	1759	296.56
	Sec 03 Twn 40 Rng 2E	2018	64729	1759	129.37
	LOST VALLEY LAKES	2019	410468	1759	114.53
	LOT:19 LOST VALLEY LAKES 4				
			Interest		83.29
			Penalty		62.24
	To bear interest at 10% rate		Tax Sale Cost		150.00
	ON TAX & FEES ONLY		Total		540.46
			Bid Amount		600.00
			Over Surplus		59.54

At any time after the expiration of one year from the date of this sale the above-named purchaser, his heirs or assigns, will upon application and compliance with the provisions of law pertaining thereto, be entitled to a Deed of conveyance for any real estate herein described, which shall not have been redeemed, provided, that on the failure of the holder of this certificate to take our said deed, as entitled by law and file the same of record within two years from the date of such sale then and in that event the amount due such purchaser shall cease to be a lien on such lands so purchased as herein provided. IN WITNESS WHEREOF, I hereunto set my name and affix my seal at my office in Union, Mo. the 24th day of August, 2020

County Collector, Franklin County, MO. Doug Trentmann

RECEIVED, this 24th day of August 2020 Robert Dzurick the sum of 600.00 the amount of purchase money on the above tract or lot of land.

County Collector, Franklin County, MO. Doug Trentmann

I, Doug Trentmann County Collector, in and for Franklin County, MO. hereby guarantee the above to be true amount due against said land above described as the same appears upon the records.

(Space above reserved for Recorder of Deeds certification)

CERTIFICATE OF REDEMPTION

STATE OF MISSOURI

No. 552

COUNTY OF Franklin

} ss.

I, Doug Trentmann County Collector in and for said County and State, do hereby certify that Kavanagh, Lawrence & Robert has deposited in my office

the sum of Six Hundred Twenty & 01/100 DOLLARS

for the redemption of the following described real estate: Sec 03 Twn 40 Rng 2E

Lot:19 Lost Valley Lakes 4 Parcel Number: 32-2-03.2-0-001-026.000

which was sold to Robert Dzurick for taxes, costs and penalties

due thereon for the years 2017, 2018, 2019, on the 24th day of August, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 5th day of October, 2020.

Doug Trentmann, County Collector

Certificate of Purchase No. Reference Number: 2014342

Table with columns for Amount of Taxes, Penalties, Interest, Subsequent Taxes Paid, and Certificate of Redemption. Includes a TOTAL row showing \$620.01.

STATE OF MISSOURI

COUNTY OF Franklin

} ss.

On this 6th day of October, 2020, before me personally appeared Doug Trentmann to me known to be the person(s) described in and who executed the within instrument, and acknowledged to me that he/she/they executed the same as his/her/their free act and deed and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year last above written

Lynne Maloney Notary Public

(SEAL)

My commission expires: March 28, 2024



Commission Order No. 2020-490

Fourth Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Contract/Agreement

**IN THE MATTER OF APPROVING AND
AUTHORIZING EXECUTION OF A PROGRAM
SERVICES CONTRACT WITH THE MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES
FOR WIC LOCAL AGENCY NUTRITION SERVICES**

WHEREAS, Franklin County, through the Franklin County Health Department, desires to continue participating in the WIC Local Agency Nutrition Services program with the Missouri Department of Health and Senior Services; and

WHEREAS, it is necessary at this time to renew the contract in order to avoid interruption of services; and

WHEREAS, the contract amount shall not exceed the amount stated on the Program Services Contract which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2020 through September 30, 2021.

IT IS THEREFORE ORDERED by the Franklin County Commission that the Program Services Contract for WIC Local Agency Nutrition Services is hereby approved and accepted and Angie Hittson, Director of the Franklin County Health Department, is hereby authorized to execute any and all necessary documents on behalf of the County of Franklin and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order, for and on behalf of and as the act and deed of the County.

IT IS FURTHER ORDERED that a copy of this Order be provided to the Missouri Department of Health and Senior Services; Angie Hittson, Director of the Franklin County Health Department; Christa Buchanan, County Clerk Office; and to Shakara Bray, Purchasing Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400
RELAY MISSOURI for Hearing and Speech Impaired: 711

FAX: 573-751-6010



Randall W. Williams, MD, FACOG
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and
3. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosure

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 49485	Contract Title: WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start: 10/1/2020	Contract End: 9/30/2021	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) FRANKLIN COUNTY DEPARTMENT OF HEALTH	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 414 EAST MAIN STREET	
CITY, STATE, and ZIP CODE UNION MO 63084	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****1345	DUNS NUMBER 807100602
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

WIC: Local Agency Nutrition Services

1. GENERAL

- 1.1 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.2 The Contractor shall comply with the following:
 - 1.2.1 Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (August 11, 2000);
 - 1.2.2 All provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and
 - 1.2.3 Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor and subcontractors receive federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
 - 1.2.4 The Contractor shall include these requirements in any agreement made with a subcontractor or subgrantee.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2020, through September 30, 2021.
- 1.5 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.5.2 Certificate of authority to transact business/certificate of good standing (if applicable)

WIC: Local Agency Nutrition Services

- 1.5.3 Taxes (e.g., city/county/state/federal)
- 1.5.4 State and local certifications (e.g., professions/occupations/activities)
- 1.5.5 Licenses and permits (e.g., city/county license, sales permits)
- 1.5.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services

Address: 930 Wildwood Drive, Jefferson City, MO 65109

Phone: 573-751-6204

Email: WICOperations@health.mo.gov

2. PURPOSE

- 2.1 The Department of Health and Senior Services, Special Supplemental Nutrition Program for Women, Infants and Children (WIC, state agency, Department) was established to provide nutrition education and breastfeeding support, nutritious supplemental food, and referrals to other health and social services at no cost to eligible persons.
- 2.2 WIC serves as an adjunct to good health care during critical times of human growth and development to prevent health problems and improve the health of those served.
- 2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of WIC to eligible participants through qualified community agencies (Contractors), such as local public health agencies.
- 2.4 The terms of this contract are derived from the language set forth in 7 CFR Part 246 located at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=56e1c660a5b205a18c990bde03c35f61&pid=20180701&node=pt7.4.246&rgn=div5>. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are available at: <http://health.mo.gov/living/families/wic/wiclwp/wom/> and are incorporated by reference as though fully set forth herein.

3. CERTIFICATION DELIVERABLES

WIC: Local Agency Nutrition Services

- 3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 8.1.110.
- 3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 8.1.080 and 8.1.220.
- 3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.
- 3.4 The Contractor shall certify applicants for WIC, which includes, but is not limited to:
 - 3.4.1 Requiring that the applicant be physically present at the time eligibility for WIC is determined or when a mid-certification assessment is completed, with limited exceptions set forth in WOM Policy 8.1.060;
 - 3.4.2 Requiring the applicant's proof of identification, residency, and income;
 - 3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.1.030;
 - 3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC eligibility status, using the current risk factor definition table and the United States Department of Agriculture (USDA) definitions and justifications;
 - 3.4.5 Providing written notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines, risk criteria, residency, or categorical requirements, following the policy and procedures outlined in WOM Policy 8.1.170;
 - 3.4.6 Providing the applicant an explanation of WIC as described in WOM Policy 8.1.080; and
 - 3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.
- 3.5 The Contractor shall complete a nutrition assessment to determine the WIC participant's nutritional risk(s) and counsel participants according to USDA Nutrition Services Standards located at <https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards> as described in WOM Policy 8.1.070.
- 3.6 The Contractor shall have a plan in place to maintain separation of duties for staff involved in the certification process and to prevent a conflict of interest during the

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certification process in order to maintain program integrity as described in WOM Policy 8.1.030.

- 3.6.1 The Contractor shall ensure that the staff person who determines income eligibility and medical/nutritional risk determination are not the same person.
- 3.6.2 The Contractor shall ensure that WIC employees are not providing WIC services to themselves, their relatives, or their close friends.
- 3.6.3 The Contractor must provide an alternate process to address the following when only one (1) employee is in the Contractor's WIC local agency:
 - a. conflict of interest; and
 - b. separation of duties.

4. FOOD PACKAGE ISSUANCE DELIVERABLES

- 4.1 The Contractor shall issue food packages in compliance with WOM Policies 8.1.030, 2.3.070, and 9.1.010 – 9.1.040.
- 4.2 The Contractor shall ensure: 1) that the Contractor issue, to every participant determined eligible for WIC, the appropriate food package pursuant to WOM Policies 2.3.010 – 2.3.070; and 2) that the Contractor provide the participant WIC food instruments for the food package on the same day the applicant is determined eligible.
- 4.3 The Contractor shall ensure that formula is not routinely provided to breastfeeding mothers before their infant is one (1) month of age.
- 4.4 The Contractor shall follow up with WIC eligible individuals with metabolic disorders who require WIC Eligible Nutritionals to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.
- 4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available for approval and issuance of tailored food packages, exempt formula, and WIC Eligible Nutritionals.

5. eWIC ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES

- 5.1 The The Contractor shall keep eWIC cards in a secure location until ready to use. The Department will provide security requirements for eWIC cards. When the cards are received by the Contractor, the Contractor must abide by these security requirements.

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- 5.2 The Contractor shall provide participant eWIC cards in compliance with WOM Policies 9.1.010 and 8.1.080, which includes the following, but is not limited to:
 - 5.2.1 Ensuring proper participant eWIC card issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;
 - 5.2.2 Ensuring participant eWIC cards are issued only for participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and
 - 5.2.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the participant eWIC cards.
- 5.3 The Contractor shall be accountable and liable for all participant eWIC cards in the Contractor's and subcontractor's possession from the time participant eWIC cards are activated through the data system to issuance to the participant or other final non-issued disposition.
 - 5.3.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 9.1.010.
 - 5.3.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued participant eWIC cards.
- 6. NUTRITION EDUCATION AND BREASTFEEDING EDUCATION AND PROMOTION, AND SUPPORT SERVICES DELIVERABLES**
- 6.1 The Contractor shall provide to participants nutrition education and breastfeeding education, promotion, and support services. These services include but are not limited to:
 - 6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent or guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.4.110;
 - 6.1.2 Developing and documenting, in MOWINS, participant-centered nutrition and health goals and ensuring appropriate documented follow-up occurs within the required timeframes with every participant;
 - 6.1.3 Providing participant-centered nutrition education contacts that are designed to be easily understood; bear a practical relationship to the participant's risk factors,

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- nutritional needs, and cultural preferences; emphasize the relationships between proper nutrition and good health; and assist the participant in achieving positive changes in food selection and physical activity habits;
- 6.1.4 Conducting and documenting in MOWINS all Nutrition Education follow-up for approved nutrition education methods that include, but are not limited to, individual, group, alternative (web-based [wichealth.org], self-paced lessons, telephone, e-mail), and tele-nutrition;
- 6.1.5 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;
- 6.1.6 Educating, supporting, and encouraging women to initiate and continue to breastfeed;
- 6.1.7 Providing substance use information and referrals at each certification as appropriate to participants;
- 6.1.8 Offering a nutrition education counseling session to all women who are about to be terminated from WIC to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 8.1.100;
- 6.1.9 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, and follow-up on health and nutrition goals; and
- 6.1.10 Ensuring that nutrition and breastfeeding education materials are reviewed with participants, are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 8.1.100 and 2.1.010.
- 7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, AND CUSTOMER SERVICE DELIVERABLES**
- 7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).
- 7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.

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- 7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families, Native Americans, and homeless individuals.
- 7.4 The Contractor shall ensure WIC services are available in their service area by:
- 7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility, or hospital certification site. This is done by completing an Impact Analysis Template - (WIC-34) located at <https://health.mo.gov/living/families/wic/localagency/formspoliciesprocedures/> (Administrative Forms) and sending it to the Department's assigned administrative technical assistance staff for approval. The assigned administrative technical assistance staff can be found at <http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf>; and
- 7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness (ERDP) Plan pursuant to WOM Policy 4.1.060.
- 7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM Policy 8.1.150.
- 7.6 The Contractor shall prohibit smoking on the premises used to carry out WIC services, including near clinic entrances used by WIC participants.
- 7.7 The Contractor shall promote and enforce a drug free work environment.
- 7.8 The Contractor shall identify, in a highly visible manner, where WIC services are located at each Contractor's site using fixed or portable signage to direct WIC participants to the clinic.
- 7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all staff follow the approved discrimination complaint procedure as outlined in WOM Policy 11.1.020, 7 CFR 246.8 and FNS Instruction 113-1.
- 7.10 The Contractor shall ensure that WIC staff does not share individual user identification or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.1.040 if it discovers the sharing of individual user identification or passwords.

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8. CLINIC MANAGEMENT AND COORDINATION DELIVERABLES

- 8.1 The Contractor shall provide to all WIC applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including, but not limited to, written information on MO HealthNet.
- 8.2 The Contractor shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MO HealthNet, and substance abuse education.
- 8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.
- 8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.6(d) and/or (e). The Department shall approve the signed agreement as part of the LAP and the signed agreement shall be kept on file at the Department and with the respective contractor.
- 8.3.2 WIC funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

9. ASSESSMENT, PLANNING, AND EVALUATION

- 9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MOWINS tool(s) or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in WOM Policy 10.1.040 and 7 CFR 246.19(b)(6).
- 9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.
- 9.2.1 The Contractor shall submit the LAP to the Department by September 1 of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.
- a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of the Department's approval and issuance of a new contract; and

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- b. The Contractor shall identify their goals, objectives, and strategies in their approved LAP.
- 9.2.2 The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population. The outreach plan must be approved by the Department as part of the LAP. The plan shall include, but not be limited to:
- a. An active outreach referral network with agencies or organizations that serve similar populations that are potentially eligible; and
 - b. Activities targeting potentially high-risk individuals, and individuals who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.
- 9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.
- 9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts as defined in WOM Policy 8.1.110.
- 9.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period, and when significant WIC changes have occurred which affect the local population and local participants, such as change in clinic hours, closing of a satellite office, etc.

10. STAFFING DELIVERABLES

- 10.1 The Contractor shall ensure all staff is performing within their scope of practice.
- 10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:
- 10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC services are managed and provided in the most effective and efficient manner possible. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 4.1.010, 7 CFR 246.3(f) and 246.6(b);
 - 10.2.2 A Nutrition Coordinator who is a qualified nutritionist and is responsible for coordinating nutrition services. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 2.4.040 and 7 CFR 246.11(d);

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- 10.2.3 A Breastfeeding Coordinator who has knowledge and experience to support, develop, and implement all breastfeeding services;
- 10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.4.030 and 7 CFR 246.11(d). The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of WIC;
- 10.2.5 A Retailer Contact Person;
- 10.2.6 A Competent Professional Authority (CPA);
- 10.2.7 A National Voter Registration Act (NVRA) Liaison; and
- 10.2.8 An Anthropometric Skills Validator who shall be a CPA.
- 10.3 The Contractor may employ the following staff to assist with the WIC certification process:
 - 10.3.1 WIC Certifiers;
 - 10.3.2 Registered Dietitians (RD) who must be licensed to practice dietetics in Missouri;
 - 10.3.3 Health Professional Assistants (HPAs); and
 - 10.3.4 Administrative or Clerical staff.

11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES

- 11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services, have successfully completed and documented all training required by the Department, according to WOM Policy 2.4.010.
 - 11.1.1 The Contractor shall ensure that any staff or volunteers who perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 2.4.010 and are supervised for the function the Contractor is performing.
 - 11.1.2 The Contractor shall ensure all WIC staff have internet services to access e-Learning courses found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>. A list of required annual trainings can be found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.

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- 11.1.3 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.
- 11.1.4 The Contractor shall require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.
- 11.1.5 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location. WOM Policy 5.1.050 describes allowable training and costs.
- 11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC policies and procedures as the Department determines necessary.
 - 11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.
 - 11.2.2 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.
- 11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC operations.
- 11.4 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.
 - 11.4.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.
 - 11.4.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.

12. REPORTS

- 12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

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12.2 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to MOWINS. The Contractor shall perform verification and updates with the MOWINS Program Security Officer at Division of Community and Public Health, Bureau of WIC and Nutrition Services.

13. BUDGET AND ALLOWABLE COSTS

13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to WOM Policies 5.1.010 – 5.1.170 for guidance on what are considered necessary and allowable costs.

13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period. Allowable costs not included in the LAP application process must receive prior approval from the Department, or those costs will not be reimbursed.

13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one-sixth (1/6th) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.

13.1.3 The Contractor shall designate staff time by cost category in the LAP budget. These categories include program management, client services, nutrition education, and breastfeeding support and promotion.

13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the Contractor's approved LAP. This applies to all administrative funding and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.

13.2 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. Contract amounts may be adjusted to ensure minimal funding amounts are available for each local agency.

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- 13.2.1 In the event of a natural disaster or other circumstances that cause an increase in caseload or other increased costs to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.
- 13.2.2 The contract amount for core WIC services and any special project funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.
- 13.3 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware and software, and nutrition education materials.
- 13.4 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a WIC state agency request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.
- 13.5 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-kind.
- 13.6 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 13.7 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.
- 13.7.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 13.7.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 13.7.3 The Contractor may be reimbursed for lodging expenses to attend required trainings for specific staff roles and responsibilities held in Jefferson City.
- 13.8 The Contractor shall follow competitive procurement practices.
- 14. INVOICING AND PAYMENT**

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- 14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
- 14.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 14.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 14.2 The Contractor shall submit invoices monthly. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. Invoices shall be due by the tenth (10th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.
- 14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.
- 14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their contracted amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter, and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.
- 14.2.4 The Contractor shall define on each invoice the components of operational costs that are related to nutrition education and breastfeeding promotion and support.
- 14.2.5 The Contractor shall designate staff time by category on the reimbursement request.
- 14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 14.4 The Contractor shall submit the final invoice by no later than December 10, 2021. The Department shall have no obligation to pay any invoice submitted after the due date.

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- 14.5 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 14.7 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 14.8 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 14.8.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 14.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 14.10 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

15. AMENDMENTS

- 15.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

16. MONITORING

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- 16.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.
- 16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 10.1.030.
- 16.4 The Contractor shall complete and submit progress updates to document the status of the CAP within the timeframe requested, which must be approved by the Department.
- 16.5 The Contractor shall comply with a request from the Department to schedule a technical assistance (TA) onsite visit within the timeframe requested by the Department. A minimum of one scheduled TA visit will be conducted during a contract period in which the local agency is not being monitored.
- 16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of WIC, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.
- 16.7 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at any time during the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 10.1.050.

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- 16.9 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars (\$25,000) for the misuse or illegal use of WIC funds, property, or assets as set forth in 7 CFR 246.23(d).
- 16.10 The Contractor shall notify the state agency of alleged participant violations and assist the state agency in the investigation.
- 16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

17. DOCUMENT RETENTION

- 17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 17.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 17.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.
- 17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

18. CONFIDENTIALITY

- 18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

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18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

19.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

19.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

19.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not

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intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

20. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

20.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

20.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

21. EQUIPMENT/SOFTWARE

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if the Contractor no longer provides WIC services. This inventory list must include, but is not limited to:

21.1.1 Multi-user electric breast pumps loaned to participants; and

21.1.2 Items having a value of \$500.00 and having a useful life of one year or more.

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- 21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC services. All equipment, resources, and software used for WIC services shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.
- 21.3 The Department prefers contractors not reimage a computer; however, if the contractor does reimage a Department provided computer, the contractor shall notify the Department immediately.
- 21.3.1 If a user experiences issues while using a reimaged computer, the state ITSD will provide limited remote support within business hours and prioritized based on urgency of support. If the matter cannot be resolved remotely by state ITSD staff, the resolution shall be to revert to a Department imaged computer or the contractor to resolve the issue independently at their own expense.
- 21.4 If a contractor has its own information technology (I.T.) department, the contractor shall provide the Department with the contractor I.T. department's contact name(s), email address(es), and phone number(s).
- 21.4.1 The contractor I.T. department shall be available to the Department via telephone, email or other contact to provide technical support with computer issues and continue to monitor the issue until it is resolved. Support may include, but is not limited to, software, hardware, peripherals, and connectivity.
- 21.4.2 Requests for support shall be fulfilled based on priorities, which are determined by urgency and level of impact.
- 21.4.3 Status Definitions with Initial Response Times
- a. Critical - Within 30 minutes: Catastrophic inability to complete job duties. Example: issuance of or changes to benefits, computer does not turn on or boot up properly.
 - b. High - Within 2 business hours: Loss of a major job duty. Example: E-mail not working, not connected to internet, inability to print.

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- c. Medium - Within 4 business hours: There is a problem to be solved, but contractor is still functional and has other options available. Example: Desktop printer is not working, but contractor has access to printers.
 - d. Normal - Within 8 business hours: General requests that are not time sensitive. Example: User needs help but will not be available until a few days later.
- 21.5 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.
- 21.5.1 The Contractor shall maintain and make available all Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.
- 21.5.2 The Contractor shall notify the Department if the Contractor has any faulty or damaged equipment.
- 21.6 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for state Information Technology Services Division (ITSD) staff on all WIC computers. This will enable state agency staff to repair and maintain WIC computers without delay.
- 21.6.1 Computers purchased through other funding sources for WIC operations will need to be maintained by the Contractor who purchased them. The Department will not pay for any maintenance cost associated with the computers.
 - a. The Contractor can install MOWINS on their non-state WIC machines as long as the Contractor understands the state ITSD cannot support the machines. State ITSD can provide some instructions on how to install the MOWINS client and can provide some limited remote support if it is an application issue. Those issues will need to be discussed with the state ITSD end user support help desk.
- 21.6.2 The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spyware software for network security.

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21.7 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.8 The Contractor shall use information technology for authorized purposes.

22. COMMUNICATIONS AND RECORD-KEEPING

22.1 The Department will provide updates to the WOM when the updates become effective and the updates shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding WIC. The Contractor may obtain such information electronically via email or online, available on the Department web site at <http://health.mo.gov/living/families/wic/wicupdates/index.php> or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

22.3 The Contractor shall ensure that its WIC Coordinator, Nutrition Coordinator, and Nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecure email addresses to transmit confidential information.

22.4 As stated in WOM Policy 11.1.020, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.

23. AUTHORIZED PERSONNEL

23.1 The Contractor shall be responsible for assuring that all personnel 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 documentation of such licensure or certification shall be made available upon request.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local

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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 of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 23.3 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” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), 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 should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 23.4 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:
- 23.4.1 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
- 23.4.2 Provide to the Missouri Department of Health and Senior Services 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
- 23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

24. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

24.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

24.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

24.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

24.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

25. TERMINATION

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- 25.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 25.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 25.1.2 A change in federal or state law relevant to this contract occurs; or
 - 25.1.3 A material change of the parties to the contract occurs; or
 - 14.1.3 By request of the Contractor.
- 25.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
- 25.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 25.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 25.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

26. SUBCONTRACTING

- 26.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a

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subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 26.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/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, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
- 26.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 26.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 26.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 26.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 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 any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 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:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 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;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/contractorresources/nga> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments).
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
 - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Department of Health and Senior Services
Local Agency Nutrition Services

BUDGET PAGE

Franklin County Health Department

The contractor shall be reimbursed for actual expenses incurred up to the amount displayed in the Local Agency Plan.

Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	\$.00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	\$.00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	\$.00
4. WIC Conference (Special Funding 5)*	\$.00
5. Administrative Services (Special Funding 6)*	\$.00
6. Program Enhancement (Special Funding 7)*	\$.00

*only for approved LAs



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Subrecipient Annual Financial Report

1. Contractor Name and Complete Address				
2. Contract Number		3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
		From:	To:	
5. DUNS Number		6. EIN	7. Report Type	
			<input type="checkbox"/> Annual <input type="checkbox"/> Final	
8. Transactions				
Contract Expenditures:				
8a. Total contract funds authorized:				
8b. Total expenditures:				
8c. Unspent balance of contract funds (line a minus b):				\$0.00
Match Requirements (if required by the contract):				
8d. Total match required:				
8e. Total match expenditures:				
8f. Remaining match to be provided (line d minus e):				\$0.00
9. Remarks: Attach any explanations deemed necessary.				
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).				
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)		11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor				11e. Date Report Submitted (MM/DD/YY)

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.uscis.gov/e-verify>.
- 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.

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 WIC Local Agency Nutrition Services (Contract Name) 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 Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

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 _____ (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 (MOU) listing the contractor’s name and the MOU 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)

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | |
|--|
| <p>BOX A: To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”</p> <p>BOX B: To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u>.</p> <p>BOX C: To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u>.</p> |
|--|

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

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

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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



CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 49485	State: 0% \$0.00	Federal: 100% \$282,000.00
-------------------------	-------------------------	-----------------------------------

Contract Title: WIC LOCAL AGENCY NUTRITION SERVICES

Contract Start: 10/1/2020 **Contract End:** 9/30/2021 **Amend#:** 00 **Contract #:**

Vendor Name: FRANKLIN COUNTY DEPARTMENT OF HEALTH

CFDA: 10.557 **Research and Development:** N

CFDA Name: SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN

Federal Agency: DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE

Federal Award: *

Federal Award Name: *

Federal Award Year: 2021 **DHSS #:** 21WIC-FOA **Federal Obligation:** \$282,000.00

* The Department will provide this information when it becomes available.

Project Description:

Provide Women, Infant, and Children and Nutrition Services to participants.



Commission Order No. 2020-491

Fourth Quarter Term 2020

COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Contract/Agreements

**IN THE MATTER OF AWARDING THE BID TO
THE MASTER'S TOUCH, LLC. FOR PRINTING
AND MAILING OF PERSONAL PROPERTY
DECLARATION FORMS FOR THE FRANKLIN
COUNTY ASSESSOR'S OFFICE**

WHEREAS, prior hereto in the manner prescribed by law Franklin County solicited for bids for Printing and Mailing of Personal Property Declaration Forms for the Assessor's Office; and

WHEREAS, Franklin County received four (4) bids in response to said solicitation; and

WHEREAS, after due deliberation and consideration and the recommendation of the Purchasing Department, the Franklin County Commission finds it in the best interest of Franklin County to accept the bid submitted by The Master's Touch, LLC. for Printing and Mailing of Personal Property Declaration Forms, in the amount of \$10,716.00, excluding postage, as it is the lowest and most responsive bid.

IT IS THEREFORE ORDERED by the Franklin County Commission that the bid for Printing and Mailing of Personal Property Declaration Forms submitted by The Master's Touch, LLC. is hereby accepted and approved.

IT IS FURTHER ORDERED that a copy of this order be provided to The Master's Touch, LLC.; Tom Copeland, Assessor; Lynne Maloney, Accounts Payable; and Shakara Bray, Purchasing Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District



FRANKLIN COUNTY
PURCHASING DEPARTMENT

October 15, 2020

Tim Brinker, Presiding Commissioner
Todd Boland, 1st District Commissioner
Dave Hinson, 2nd District Commissioner

RE: 2020-28 Printing and Mailing of Personal Property Declaration Forms

Dear Commissioners:

On September 30, 2020 the Purchasing Department posted the publication for the Printing and Mailing of Personal Property Declaration Forms. On October 14, 2019 four bids were received; The Master's Touch, LLC, Presort Inc., Weldon, Williams, & Lick Inc., and Edward J. Rice Company, Inc.

The lowest and most responsive bid is The Master's Touch, LLC. It is the recommendation of the Purchasing Department, in the best interest of the County, to award the contract to The Master's Touch. The estimate of the project is \$10,716 excluding postage. However, this cost is a variable depending upon quantities needed.

Respectfully,

Shakara Bray
Asst. Purchasing Agent, Franklin County



FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE

RFB NO: 2020-28

TITLE: Printing and Mailing of Personal Property Declaration Forms

Solicitation Schedule & Deadlines:

September 30, 2020	Solicitation Release/Advertising Date
October 06, 2020 2:00PM	Deadline for Submitting Questions
October 07, 2020 4:30PM	Deadline to post Addendum
October 14, 2020 2:00PM	Deadline to Submit Response
October 14, 2020 2:30PM	Opening Date / Time

Responses must be received no later than "Deadline to Submit Response"

October 14, 2020 2:00PM

Ann Struttman, Purchasing Agent

Shakara Bray, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: The Master's Touch, LLC

SUBMISSION CHECKLIST

I have reviewed the bid schedule and deadlines, located on the solicitation cover page

I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

USE THESE FORMS ONLY

Solicitation Cover page

Contractual Terms and Conditions Acknowledgement

Pricing Form completed and signed

I have one original and two copies that are labeled accordingly

I have included contact information

COI (Certificate of Insurance)

Envelope is sealed and label attached

Affidavit for Work Authorization is completed and Notarized

Affidavit of Compliance with Section 34.600 RSMo is completed and Notarized

SPECIFIC REQUIREMENTS

Vendor to print and mail personal property declaration forms according to the information outlined below. Several versions of the property declaration forms are used as outlined below.

1. Printing Requirements

- a.) 2021 Personal Assessment List – “Exhibit A”
- b.) 2021 Business Assessment List – “Exhibit B”
- c.) 2021 Personal Assessment List, March mailing – “Exhibit C”
- d.) 2021 Business Assessment List, March mailing – “Exhibit D”
- e.) Reply Envelopes – “Exhibit E”
- f.) Mailing Envelopes – “Exhibit F”
- g.) Notice to Tax Payers --“Exhibit G”

2. Specifications for printed items

- a.) “Exhibit A” is 8 ½ x 14, 24lb, 3 color on white, printed on both sides
- b.) “Exhibit B” is 8 ½ x 14, 24lb, 2 color on color, printed on both sides
- c.) “Exhibit C” is 8 ½ x 14, 24lb, 3 color on white, printed on both sides
- d.) “Exhibit D” is 8 ½ x 14, 24lb, 2 color on color, printed on both sides
- e.) “Exhibit E” is #9 window envelope white wove inside with security tint, no print
- f.) “Exhibit F” is #10 window envelope white wove inside with security tint, no print
- g.) “Exhibit G” is a buck-slip Notice, 1 color, printed on one side

3. Mailing schedule and deadlines

- a.) Franklin County Assessor’s office will provide specific mailing dates and approve all mailing schedules for production of statements and receipts prior to start of project. Electronic proofs must be provided and approved prior to mailing. Data files may be sent electronically and will be provided approximately ten (10) business days prior to vendor’s start of print production.

First mailing (*approximate dates and quantities, subject to change*)

November – first week – files received by vendor

November – third week – proofs are due to County within two weeks of receiving files (Need Proof by November 21, 2020)

January - mail drop date (Exhibits A, B, E, F, G)

Second mailing (*approximate dates and quantities, subject to change*)

March – first week – files received by vendor

SPECIFIC REQUIREMENTS - CONT

March – second week – proofs are due to County

March – mail drop date (Exhibits C, D, E, F,G)

b.) Due to County processes and state statute schedule requirements, it may be necessary for vendor to float postage prior to payment. County will make every effort to pay postage ahead or as soon after mailing as possible.

c.) Estimate of postage due to County ten days prior to mailing date.

4. Declaration forms are to be ordered in November of current year and then April of preceding year. Quantities are estimates from prior year numbers.
5. November mailing will be “Exhibits A and B” in the quantities described below:
 - 50,000 with bar code printed and mailed “Exhibits A, E, F and G”
 - 15,000 without bar code for in-house use “Exhibit A”
 - 3,300 with bar code printed and mailed “Exhibit B, E, and F”
 - 800 without bar code for in-house use “Exhibit B”
6. March printing (second mailing) will be both forms “Exhibit C and D” in the quantities described below:
 - 8,548 with bar code printed and mailed “Exhibit C, E, F and G”
 - 493 with bar code printed and mailed “Exhibit D, E, and F”
7. Additional copies of forms may be ordered “as needed.”
8. Forms will include each account holder’s name, address, codes and property owned.
9. Forms will incorporate bar coded account number.
10. Date will be provided to the vendor from Vanguard as a CSV file.
11. Contractor to provide a proof, by email, to the Assessor’s office for review with all variable data from this file. The proof must be provided to the Assessor’s office within two (2) weeks from receipt of the data.
12. All data processing, personalization of forms, folding, inserting, and mail preparations to be provided by awarded contractor only, no outsourcing is permitted under this contract.
13. It is required that contractor have a Mail Design Professional on staff to ensure maximum discounts are utilized. This is to include address validation, use of USPS approved IMB postal barcode and preparing mailings per full service standards.
14. Franklin County to be billed for actual items used, and reporting per item printed required to be submitted with invoice.

SPECIFIC REQUIREMENTS - CONT

15. The satisfaction of the finished product is at the discretion of the County. Vendor should keep in mind when completing the bid that these forms will be mailed, therefore subject to the elements at that time of year. The County must process returned forms adequately, requiring the absence of smudging or running of ink.
16. Vendor to utilize all current USPS requirements to obtain best pricing on postage possible: NCOA, CASS, IMb barcode, USPS Full Service Requirements
17. All postage discounts must be passed along to the County as a straight pass through without any markup.
18. Vendor to have a USPS mailing permit. All mail to be delivered by vendor to a designated Post Office.
19. Payment for postage to be provided based on itemized report of postage by classification invoices.
20. Vendor to include a proposed printing and mailing schedule with response.
21. Payment to be made, other than postage, upon project completion. Invoice should include reporting with required breakdowns.
22. Cost to design forms to be included in pricing.
23. Vendor to provide Franklin County with electronic file of "clean" forms after final approved proof.
24. Contract Period: The contract period shall be for 12 consecutive months. The contract may be renewed at the sole option of the County for an additional 2 one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

OTHER REQUIREMENTS

Insurance Requirements

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
 - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.
 - B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.
 1. Premises – Operations
 2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury
 - C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:
 1. Owned Automobiles
 2. Hired Automobiles
 3. Non-Owned Automobiles
 - D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."
 - E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's".
2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

OTHER REQUIREMENTS - CONTINUED

Anti-Discrimination Against Israel Act Requirement

A public entity shall not enter into a contract with a company to acquire to dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.



The Master's Touch, LLC

10/4/2020

Vendor/Contractor Signature

Date

Jim Cote' President The Master's Touch, LLC

Vendor/Contractor Name and Title

Affidavit of Compliance with Section 34.600 RSMo for Contracts over \$100,000 or for Contractors with Ten (10) or more employees

I, Jim Coté [Contractor Agent], being duly sworn, attest and state, under penalty of perjury, as follows:

1. I am employed by The Master's Touch, LLC [Contractor] and serve as the President [Position with Contractor].
2. I hereby affirm that The Master's Touch, LLC [Contractor]:
 - a) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or
 - b) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or
 - c) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

Further Affiant Sayeth Not.

Jim Coté
[Contractor Agent]

Washington
STATE OF ~~MISSOURI~~)

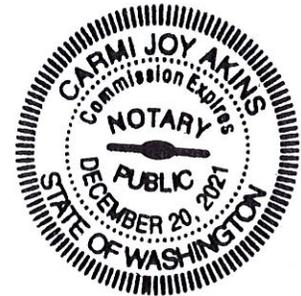
) ss.

Spokane COUNTY)

Subscribed and sworn to me, a notary public, this 5th day of October, 2020.

Carmel Joy Akins
Notary Public

My commission expires: December 20, 2021



AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jim Coté (Name of Business Entity Authorized Representative)
as President (Position/Title)

first being duly sworn on my oath, affirm The Master's Touch, LLC (Business Entity Name) 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 RFB#2020-28 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that The Master's Touch, LLC (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to RFB#2020-28 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, 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.)

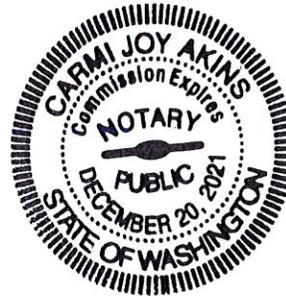
Jim Coté Jim Coté
Authorized Representative's Signature Printed Name

President 10/05/2020
Title Date

Subscribed and sworn to before me this 5th of October, 2020. I am
Day Month, Year

commissioned as a notary public within the County of Spokane, State of
Washington and my commission expires on Date 12/20/21

Carmi Joy Akins 10/5/2020
Signature of Notary Date

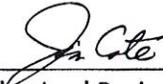


AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that The Master's Touch, LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Jim Coté	
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
<hr/>	<hr/>
The Master's Touch, LLC	10/05/2020
Business Entity Name	Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ⊗ Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ⊗ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractors, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Company ID Number: 512305

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

Employer The Masters Touch, LLC	
James Cote	
Name (Please Type or Print)	Title
Electronically Signed	02/29/2012
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	02/29/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	The Masters Touch, LLC
Company Facility Address:	1405 N Ash St
	Spokane, WA 99201
Company Alternate Address:	
County or Parish:	SPOKANE
Employer Identification Number:	141867056

Company ID Number: 512305

North American Industry Classification Systems Code:	323
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• WASHINGTON 1 site(s)	

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

Name:	Penny Drake	Fax Number:	(509) 326 - 7214
Telephone Number:	(509) 326 - 7475		
E-mail Address:	PeJohn@themasterstouch.com		
Name:	James M Cote	Fax Number:	(509) 326 - 7214
Telephone Number:	(509) 326 - 7475		
E-mail Address:	Jacote@themasterstouch.com		
Name:	James D Cote	Fax Number:	(509) 326 - 7214
Telephone Number:	(509) 326 - 7475		
E-mail Address:	masters@themasterstouch.com		
Name:	Christine M Cote	Fax Number:	(509) 326 - 7214
Telephone Number:	(509) 326 - 7475		
E-mail Address:	crcote@themasterstouch.com		

PRICING FORM

202028 Printing and Mailing of Personal Property Declaration Forms

REQUIRED PRICING

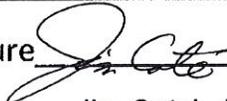
The vendor shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

All invoices must reflect discounts applied to final order.

Printing to reflect cost per 1,000/total

2021 Assessment List – “Exhibit A” (est. 65,000)	\$2,436.00
2021 Business Assessment List – “Exhibit B” (est. 4,000)	\$220.00
2021 Assessment List – “Exhibit C” (est. 9,000)	\$380.00
2021 Business Assessment List – “Exhibit D” (est. 1,000)	\$95.00
Reply Envelopes – “Exhibit E” (est. 75,000)	\$1,800.00
Mailing Envelopes – “Exhibit F” (est. 75,000)	\$1,875.00
Buck-slip Notice-“Exhibit G” (est. 50,000)	\$545.00
Inserting, Processing	\$3,365.00
Additional fees/explain	No added fees. Optional eNotices available upon request
Total Proposed Pricing	\$10,716.00
Postage Estimate	\$.389 each for all 5 digit presort. For 79,000 mail pieces = \$30,731.00

Company Name The Master's Touch, LLC

Authorized Signature 

Printed name and title Jim Cote' President

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

VENDOR INFORMATION

Company Name The Master's Touch, LLC

Mailing Address 1405 N Ash Street, Spokane WA, 99201

Phone number 800-301-1347

Contact Name Jim Cote'

Contact Name Title President

Email Address masters@themasterstouch.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2020

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

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

PRODUCER All Lines Insurance, LLC 616 E 3rd Ave Spokane WA 99202		CONTACT NAME: Pamela Hartley PHONE (A/C, No, Ext): (509) 624-5110 FAX (A/C, No): E-MAIL ADDRESS: pam@allinesinc.com																						
INSURED The Master's Touch LLC 1405 N Ash St Spokane WA 99201		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>OHIO SECURITY INS CO (24082)</td> <td>24082</td> </tr> <tr> <td>INSURER B :</td> <td>OHIO CAS INS CO (24074)</td> <td>24074</td> </tr> <tr> <td>INSURER C :</td> <td>HULL & COMPANY*</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	OHIO SECURITY INS CO (24082)	24082	INSURER B :	OHIO CAS INS CO (24074)	24074	INSURER C :	HULL & COMPANY*		INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	BZS55710712	09/06/2020	09/06/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	BAS55710712	09/06/2020	09/06/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO55710712	09/06/2020	09/06/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	Washington Stop Gap	09/06/2020	09/06/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Internet Liability			P-001-000060873-02	01/28/2020	01/28/2021	2,000,000

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

Printing and mailing of personal property declaration forms

Franklin County is named as an Additional INsured under the General Liability and Automobile Liability

CERTIFICATE HOLDER**CANCELLATION**

Franklin County

400 E Locust St, Room 206
Union

MO 63084

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

AUTHORIZED REPRESENTATIVE

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PRINTING AND MAILING SCHEDULE





COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Policy

IN THE MATTER OF ADOPTING A REVISED EMPLOYEE PERSONNEL POLICY FOR DESIGNATED EMPLOYEES OF THE COUNTY OF FRANKLIN, MISSOURI

WHEREAS, the Missouri Constitution, the Revised Statutes of Missouri including, but not limited to, Chapters 49 and 50 RSMo., as well as rules and regulations from the United States Department of Labor, provide the authority for the County Commission of Franklin County, Missouri to personnel rules and regulations for County employees; and

WHEREAS, the County Commission of the County of Franklin, Missouri has previously adopted a personnel policy for designated employees of the County of Franklin, Missouri; and

WHEREAS, the County Commission of the County of Franklin, Missouri has determined that the existing personnel policy is in need of revision; and

WHEREAS, the County Commission of the County of Franklin, Missouri has reviewed the proposed personnel policy.

IT IS THEREFORE ORDERED, by the County Commission of the County of Franklin, Missouri, that the Personnel Policy Manual dated June 16, 2020, Revised October 20, 2020 marked Exhibit A and attached hereto and incorporated herein by reference as if fully set forth is hereby approved and adopted as the personnel policy manual for the employees designated therein.

IT IS FURTHER ORDERED that a copy of this Order be provided to Tim Baker, County Clerk, Lauren Graham, Human Resources Director, Rhonda Parks, Payroll Clerk, Angela Gibson, County Auditor, Debbie Aholt, County Treasurer, Tom Copeland, County Assessor, Doug Trentmann, County Collector, Jennifer Metcalf, County Recorder, Mary Jo Straatmann, Public Administrator, and Matthew C. Becker, Prosecuting Attorney.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

Exhibit A

County of Franklin, Missouri
Personnel Policy Manual

For the Offices of the:

- Assessor
- Auditor
- Building
- Collector of Revenue
- County Clerk
- County Commission
 - Emergency Management
 - Health Department
 - Information Systems/Geographic Information/911 Addressing
 - Public Works – Highway, Building, and Planning & Zoning
- Human Resource
- Maintenance
- Municipal Court
- Purchasing
- Prosecuting Attorney
 - Child Support
- Public Administrator
- Recorder of Deeds
- Sheriff
- Treasurer

EFFECTIVE JUNE 16, 2020
REVISED JULY 7, 2020
REVISED AUGUST 11, 2020
REVISED OCTOBER 13, 2020
REVISED OCTOBER 20, 2020

Franklin County Officeholders

Assessor	Thomas Copeland
Auditor	Angela Gibson
Collector of Revenue	Doug Trentmann
Presiding Commissioner	Tim Brinker
Commissioner, District 1	Todd Boland
Commissioner, District 2	Dave Hinson
County Clerk	Tim Baker
Prosecuting Attorney	Matthew Becker
Public Administrator	Mary Jo Straatmann
Recorder of Deeds	Jennifer Metcalf
Sheriff	Steven Pelton
Treasurer	Debbie Aholt

Franklin County is an Equal Opportunity Employer.
In compliance with the Americans with Disabilities Act, the county will provide
reasonable accommodations to qualified individuals with disabilities.

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Chapter 1

GENERAL PROVISIONS

- **Purpose**
- **Applicability**
- **Responsibility**

Section 1-1 Purpose

The purpose of this manual is to provide the framework for the uniform application of personnel policies and procedures which affect employment with the County of Franklin, Missouri (hereinafter defined as the "County" or "Franklin County"). These policies and procedures were developed and approved by Franklin County elected officials and ratified by the County Commission in order to provide the terms and conditions of employment for all County employees, interns and volunteers.

These policies are not intended to be a contract between the County, or any elected officials thereof and its employees and does not create contractual rights for employees. The County reserves the right to revise, supplement or rescind any policies or any portion of the manual from time to time as it deems appropriate. Any revisions to the existing policies will be approved by the County Commission.

Employees will be notified of any changes to the manual as they occur.

Section 1-2 Applicability

The provisions of this manual cover County employees working for the following elected offices in the following departments:

- Assessor
- Auditor
- Collector of Revenue
- County Clerk-Voter Registration
- County Commission
- Health Department
- Prosecuting Attorney (including Child Support)
- Public Administrator
- Recorder of Deeds
- Sheriff
- Treasurer
- Highway (when not in conflict with contract)
- Human Resources
- Emergency Management Agency and 911 Dispatching
- Building Department
- Maintenance Department
- Planning and Zoning (including GIS)
- Purchasing
- Municipal Court

Employees who are members of an authorized and accepted bargaining unit and covered by a separate contract may also be covered by this manual. However, if there is a conflict between the information contained in this manual and the contract, the provisions of the contract will prevail for bargaining unit employees.

Section 1-3 Responsibility

Each elected official will be responsible for the proper administration of these policies and will retain the authority for making employment decisions affecting employees in their office or department including hiring, promotion, transfer, demotion, discipline and termination. This manual will not be construed as limiting in any way the power and authority of any elected official to make operating departmental rules and regulations governing the conduct and performance of employees. However, departmental rules and regulations should not conflict with provisions of this policy manual.

Any office or department may have internal operating procedures necessary for the efficient operation of such office or department and to regulate the particular needs of such office or department so long as such procedures and policies are not in conflict with this policy. Any policy of an office or department which is in conflict with this policy shall be of no effect. A copy of all department or office policies shall be filed with Human Resources and County Clerk and shall be included as addendums to this policy.

Chapter 2

DEFINITIONS

The following words and phrases will have the meanings indicated throughout these policies except where the content clearly indicates otherwise.

Anniversary Date	See "Date of Employment"
Appointing Authority	The elected official or designee of the elected official or any person having the power by virtue of state law or other lawfully delegated authority to make appointments to positions in the County service.
Appointment	The designation to a position in the County of service of a person who has qualified for the appointment through an appropriate selection process.
Break in Service	An employee shall be considered to have a break in service when such employee misses five (5) or more work days while in an unpaid status between the transitions from part-time or temporary status prior to attaining full employment status. In addition, an employee shall be considered to have had a break in service if he or she transfers from one department or office to another and as a result of such transfer is unemployed and is in an unpaid status by Franklin County for five (5) or more days. A break in service shall also occur if an employee leaves the employment of Franklin County and is in an unpaid status for five (5) or more day sand returns to the same office or department thereafter. If a break in service occurs an employee's Date of Employment shall be the date upon which the employee returns to work.
Classification	The original assignment of a position to an appropriate class on the basis of the nature, difficulty, and responsibility of work to be performed, work experience and minimum education.
Classification Specification	A written statement of the characteristic duties, responsibilities and qualification requirements of class.
Compensatory Time	Time off given in lieu of payment of overtime to non-exempt employees.
Complaint Manager	The Director of Human Resources or the Prosecuting Attorney.
County Commission	The duly elected governing body of Franklin County, Missouri or a designee when appropriate.
County Employee	An employee who is employed by and serves under the direction and at the will of an elected official.
Date of Employment	The date an employee begins processing after an offer of employment has been made and accepted.
Date of Termination	The date an employee separates from employment.
Demotion	The voluntary or involuntary movement of an employee from one pay grade having a lower maximum salary rate.
Department Head	An appointed administrator, a manager, or director who reports directly to an elected official, or officials who is entrusted with the overall direction of an office or department and who makes decisions.

Elected Official	A duly elected official of Franklin County, Missouri or a designee when appropriate.
Exempt Employee	An employee who is exempted from the provision of the Fair Labor Standards Act (FLSA) by the Act or who is not covered by the Act, particularly as it relates to overtime.
Immediate Family	Immediate family means the employee's spouse, parent, sibling, or child.
Layoff	Employment separation made necessary by lack of work or funds or other reasons not related to fault, delinquency, or misconduct on the part of an employee.
Non-Exempt Employee	An employee who is covered by the provision of the Fair Labor Standards Act (FLSA), particularly as related to overtime.
Overtime	Any time worked in excess of that required in the "standard work cycle" for a given position. For the purposes of this policy, the standard work cycle for the covered employees shall be 37 ½ hours per week. Non-exempt employees who work more than 37 ½ hours per week shall receive additional compensation at the rate of 1 ½ times the employee's normal hourly rate for all time worked in excess of 40 hours. Exempt employees shall not be entitled to overtime pay or compensatory time. (See Section 6-5 regarding Overtime and Compensatory Time for Law Enforcement Personnel).
Position	A group of current duties and responsibilities assigned or delegated by competent authority, requiring the full-time, part-time, or temporary employment of one person.
Pay Grade	A salary range within a minimum and maximum rate of pay.
Position Description	A written statement of the characteristic duties, responsibilities, and qualification requirements of a position.
Promotion	The movement of any employee from a position or class of a pay grade to a position of another pay grade having a higher salary rate.
Resignation	A voluntary employment separation initiated by the employee.
Retirement	A voluntary employment separation initiated by the employee who meets age requirements of the LAGERS retirement program established by the State of Missouri as such currently exists or may hereafter may be modified by the State of Missouri and who has at least ten (10) years of service with Franklin County.
Serious Health Condition	All illness, injury, impairment (physical or mental) that involves inpatient care in the hospital, hospice, residential, medical facility or continuing treatment by a health care provider, as defined by the Family and Medical Leave Act of 1993.
Supervisor	Supervisor means an individual with the authority to assign, direct, and review the work of two or more subordinates and, as used in this policy the term "supervisor" shall also include each elected official and department head.

Transfer	The movement of an employee from one department, division, or unit of the county government to another or from one position to another position or class of the same pay grade.
Vacancy	A duly created position which is not occupied and for which funds have been provided.
Worked	For the purposes of overtime compensation and compensatory time calculation the term "worked" shall mean the employee is actually performing duties for Franklin County and is not absent or in a leave status, whether authorized or not.
Year	A calendar year unless otherwise specified in a particular section.

Chapter 3

GENERAL EMPLOYMENT POLICIES

- **At-Will Employment**
- **Open Communications Policy**
- **Equal Employment Opportunity**
- **Anti-Harassment and Non-Discrimination Provisions**
- **Provisions Pertaining to Employees with Disability**
- **Immigration Law Compliance**
- **Employment of Relatives**
- **Outside Employment**
- **Conflict of Interest**

Section 3-1 At-Will Employment

Employment with Franklin County is at-will. Employees are free to resign at any time, for any reason, with or without cause or notice. Similarly, Franklin County, or any elected official thereof, may terminate the employment relationship of any employee under their supervision at any time, for any reason, with or without cause or notice.

Policies set forth in this manual are not intended to create a contract, expressed or implied, guaranteeing employment for a specific duration, nor are they to be construed to constitute contractual obligations of any kind of a contract of employment between Franklin County and any of its elected county officials and any of their employees.

Section 3-2 Open Communications Policy

Franklin County elected officials believe that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. Therefore, employees are strongly encouraged to voice concerns openly and directly to their elected County officials or supervisors to resolve any misunderstandings or conflicts before serious problems develop. If a situation persists that an employee believes is detrimental to them or to the county, they should discuss it with their immediate supervisor, department head, or elected official in order to work out a satisfactory solution to the problem.

Section 3-3 Equal Employment Opportunity

Franklin County and its elected officials provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, sexual orientation and/or gender identity, age, and disability, status as a Vietnam-era or special disabled veteran in accordance with applicable federal and state laws. This policy applies to all terms and conditions of employment, including, but not limited to: hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

Section 3-4 Anti-Harassment and Non-Discrimination Provisions

(a) Policy Statement

Franklin County and its elected officials are committed to providing a work environment that is free from all forms of discrimination, including freedom from sexual harassment. Actions, words, jokes, or comments based on an individual's race, color, religion, sex, national origin, sexual orientation and/or gender identity, age, and disability status, or any other legally protected characteristic will not be tolerated.

It is against the policy of Franklin County for any employee to sexually harass another employee by:

- 1) Making acceptance of unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of continued employment.
- 2) Making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or
- 3) Creating an intimidating, hostile, or offensive working environment by such conduct.

(b) Responsibility.

All employees are encouraged to assist in the development and maintenance of a work environment free from discrimination and respecting the rights of their coworkers and the rights of citizens with whom they come into contact. Any supervisor or employee who becomes aware of unlawful harassment must notify

the Director of Human Resources. In the event the allegations of harassment involve an elected official, such conduct should be reported to the County Commission. Franklin County will not retaliate against any employee who files a good faith complaint pursuant to this policy.

- (c) Franklin County's elected officials will act positively to investigate alleged sexual or other unlawful harassment claims and to promptly and effectively remedy them when an allegation is determined to be valid. The following complaint procedure should be followed if an employee experiences any job-related harassment based on race, color, religion, sex, national origin, sexual orientation and/or gender identity, age, and disability, or believe that they have been treated in an unlawful, discriminatory manner. Any complaint will be kept confidential to the maximum extent possible. Anonymous complaints may not be investigated.
- 1) The employee should confront his/her harasser directly, unless such confrontation would be futile or inappropriate.
 - 2) The employee should report any incident to the Director of Human Resources, who will investigate the matter and take appropriate action, including reporting it to the next level of management or their elected official or department administrator.
 - 3) The employee shall prepare a written complaint, including identification of all witnesses and supporting documents. During the investigation, the accused may be placed on administrative leave.

An internal grievance procedure has been adopted to provide for prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations which implement Title II of the Americans with Disabilities Act. Complaints should be filed with the Human Resources Department.

- I. A complaint should be filed in writing, containing the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- II. A complaint should be filed within 30 calendar days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis.
- III. An investigation, as may be appropriate, will follow a filing of a complaint and will be conducted by the Human Resources Department. These rules contemplate informal but thorough investigations, affording all interested person and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under the Department of Justice regulation, the County is not required to process complaints from applicants for employment.
- IV. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by the Human Resources Department and a copy forwarded to the complainant no later than fifteen (15) working days after its filing.
- V. The Human Resources Department will maintain the files and records of the County relating to the complaints filed.
- VI. The right of a person to a prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies such as the filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- VII. These rules will be construed to protect the substantive rights of interested person who meet appropriate due process standards, and to assure what the County complies with the ADA and implementing regulations.

d) Consequences of Harassment

Sexual or other unlawful harassment is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. If it is determined that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee by their elected official or department head, up to and including termination of employment.

Any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation is strictly prohibited. However, if after investigating any complaint of harassment or unlawful discrimination, it is determined that the complaint is not bona fide or that employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

Section 3-5 Provisions Pertaining to Employees with Disability

Franklin County complies with the Americans with Disabilities Act (ADA) and does not discriminate against qualified individuals with disabilities in regard to job application procedures, hiring, or discharge of employees, employee compensation, advancement, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability will, because of such disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in county programs or activities.

Franklin County will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Qualified individuals with disabilities may make requests for reasonable accommodation to the Non-Discrimination Coordinator, the Director of Human Resources. Any employee who believes this policy has been violated may file a complaint pursuant to the Grievance Procedure, supra.

Section 3-6 Immigration Law Compliance

Franklin County employs only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Form I-9 and present documentation establishing identity and employment eligibility to Human Resources Department, prior to beginning their first day of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with Franklin County within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Section 3-7 Employment of Relatives

Elected officials and department heads will exercise sound judgment in the placement of related employees in accordance with Article VII, Section 6 of the Missouri Constitution and the following guidelines:

- (a) A County employee may not appoint or promote any person over whom the employee exercises jurisdiction or control who is a member of the immediate family of the employee. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary or career progress could be influenced by the other relative.
- (b) No relatives shall be hired or shall be permitted to work in the same department if the hiring of such relative would result in relatives being within the direct "chain of command" of one another. For purposes of this section "chain of command" shall mean the relationship between employees whereby

one employee has either direct supervision over another employee or the employee is directly involved in the evaluation or evaluation review of another employee. Relatives are also precluded from being hired into any other position in which an inherent conflict of interest may exist or would be in violation of any provision of the Missouri Constitution or Missouri law.

- (c) If a relative relationship is established after appointment in which there is a coworker or supervisor-subordinate relationship, the appropriate elected official or department head will determine if a conflict or potential conflict may arise and if it is necessary to transfer one of the employees.
- (d) For purposes of this section, "family member or relative" is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation and individuals who are not legally related but who reside with another employee. This policy applies to all categories of employment, including full-time, part-time, and temporary classification.
- (e) Employees who marry or become members of the same household may continue employment as long as there is not:
 - (1) A direct or indirect supervisor/subordinate relationship between such employees; or
 - (2) An actual conflict of interest or the appearance of a conflict of interest.

Should one of the above situations occur, the County shall attempt to find a suitable position within the County to which one of the affected employees may be transferred. If a combination of the nature is not feasible, the employees will be interviewed to determine which one of them will resign.

Section 3-8 Outside Employment

It is the policy of the County of Franklin to allow its employees to engage in outside work or hold other jobs, subject to certain restrictions as outlined below and within any limits established by the County's insurance carrier. Any like service performed by an employee who involves the use of any County property, equipment or vehicle for private compensation is deemed to be a direct conflict of interest and shall not be allowed. In addition, any outside activity or job which has the appearance of a conflict of interest shall also be prohibited. Any outside employment which adversely affects job performance and the ability to fulfill all responsibilities to the County as determined by the Elected Official or Department Head will be considered a conflict of interest.

Section 3-9 Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative due to business dealings with the County. The purpose of these guidelines is to provide general directions so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

- (a) All employees will be subject to the conflict of interest provisions of Sections 105.452 and 105.454 RSMo., in effect as of the date this policy is adopted and as such sections may from time to time be amended.
- (b) No County employees may derive personal financial gain resulting from any purchase of goods or services by the County.
- (c) No County employee may use or disclose confidential information obtained in the performance of County business.

- (d) No County employee will hold a financial interest in a firm, institution, corporation or other establishment supplying goods or services to the County.
- (e) No County employee will have a direct or indirect financial interest in any contract or in the sale of the County of land, materials, supplies, or services, except on behalf of the County as an officer or employee.
- (f) No County employee will be employed in any capacity with a firm, institution, corporation, or other establishment supplying goods or services to the County when that capacity means the possession, direct or indirect, of the powers to direct or cause the direction of the management and policies of the organization.

Chapter 4

APPLICANTS AND ORIENTATION

- **Employment Applications**
- **Criminal Record Checks/Pre-Employment**

Section 4-1 Employment Applications

Franklin County relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. All applications shall be signed and the truth of the statements contained therein certified by signature. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment.

Section 4-2 Criminal Record Checks/Pre-employment

Criminal Records checks will be conducted prior to the conditional offer of employment with respect to all applicants for positions with the County. Employees and applicants may have their applications rejected or be subject to dismissal if a background check reveals a criminal conviction that has a bearing on the work to be performed for the County or if they pose a risk of harm or loss to the public. Applicants may also be required to submit to a fitness-for-duty examination and/or a drug test after receiving an offer of employment.

Chapter 5

EMPLOYMENT STATUS AND RECORDS

- **Employment Status**
- **Personnel Records**
- **Personnel Data Changes**
- **Performance Evaluations**
- **Position Descriptions and Classification Specifications**
- **Transfers**

Section 5-1 Employment Status

For purposes of salary administration, eligibility for compensatory time or overtime payments and employee benefits, each employee will belong to one of the employment categories listed below, which is noted on his/her job description. In addition to these categories, each employee will be designated as either NONEXEMPT or EXEMPT from federal state wage and hour laws (For more information refer to Section 6-2. Overtime and Compensatory Time). Employees will be informed of their initial employment category and of their status as exempt or nonexempt by their department supervisor.

(a) Introductory Period

All new and rehired employees will work on an introductory basis for the first 60 days after their date of hire, unless extended. Introductory employees are not entitled to benefits except mandatory items such as Workers Compensation, Social Security, potentially CERF and/or LAGERS Benefits and holiday pay. If a full time employee successfully completes the introductory period s/he becomes eligible for health care benefits on the first day of the following month (i.e. on the first day of the month following 60 days of employment).

(b) Full-Time Employees

Full-time employees are those who are not in a seasonal or temporary status and who are regularly scheduled to work at least thirty seven and ½ (37.5) hours per week. Full-time employees are eligible for the county's benefit package, including paid leave and fringe benefits.

(c) Part-Time Employees

Part-time employees are those who are not assigned a seasonal or temporary status and who are regularly scheduled to work less than thirty (30) hours per week.

(1) Part-time Employees with Limited Benefits

Part-time employees with limited benefits are those who are not in a temporary status and who are assigned to a budgeted position that is scheduled to work 20-29 hours per week (for a cumulative total of at least 1000 hours per year). Such employees may be exempt or nonexempt from overtime requirements. Employees in this category are eligible for PTO on a pro rata basis, rounded up to the nearest half day, LAGERS, and CERF retirement benefits. However, they are ineligible for all other fringe benefits including health, dental, and life insurance.

(2) Part-Time Employees without Benefits

Part-time employees without benefits are those who are not in a temporary status and who are assigned to a budget position that is scheduled to work less than 1,000 hours in a continuous 12 month period. Such employees may be exempt or nonexempt from overtime requirements. Employees in this category are eligible to receive all legally mandated benefits (such as worker's compensation insurance and Social Security), but they are ineligible for all other county benefit programs except for "holiday pay" if the holiday falls on the day the employee is regularly scheduled to work.

(d) Temporary or Seasonal Employees

Temporary and/or seasonal employees are those who are hired on the county's payroll to work on a full-time or part-time basis as interim replacements; to temporarily supplement the work force; or to assist in the completion of a specific project. Such employees may be exempt or nonexempt from overtime requirements. Employment assignments in this category are of a

limited duration normally not to exceed four (4) consecutive months. While temporary employees receive all legally-mandated benefits (i.e. workers' compensation insurance and Social Security), they are ineligible for all the county's other benefits.

(e) Internships

Interns are college students who, for a maximum of four (4) consecutive months, are employed by the County through a college or university internship or cooperative education program for college credit. Internships may be paid or non-paid. While paid interns receive all legally-mandated benefits (i.e. workers' compensation insurance and Social Security), they are ineligible for all the County's other benefit programs.

Section 5-2 Personnel Records

(a) Confidential Personnel File

Franklin County maintains a confidential personnel file on each County employee, which is the property of Franklin County. Personnel files will be maintained by the Director of Human Resources. An employee's personnel file includes such information as the employee's job application, resume, emergency contacts, and records of training and educational accomplishments, performance evaluations, and letters of recommendation, records of disciplinary actions, salary information and other employment records. Personnel files are the property of the County and will be maintained for a minimum of three (3) years after termination of each employee. Medical information, including benefits records, will be kept confidential in a separate location from the personnel file.

(1) Confidentiality

Personnel files are not open to public inspection. Only personnel authorized by the elected official, department head and those persons authorized in writing by the affected employee who have a legitimate reason to review the personnel file are allowed to do so. Further, disclosure will be made pursuant to Court Order or to an investigatory agency pursuant to State and/or Federal law.

(2) Inspection by Employees

Employees may inspect their own personnel records. Such an inspection must be requested in advance and at a mutually convenient time scheduled by the authorized personnel or department representative. Employees must review their own personnel files in the presence of this representative. Employees may not remove documents in their personnel file.

(3) The Director of Human Resources will respond to all reference check inquiries from other prospective employers by providing only dates of employment, title(s), and wage rates.

(b) Payroll Records

Payroll and retirement records are maintained by the Human Resources Director for each County employee. Payroll records contain information such as employees' names, positions, addresses, salaries, tax deductions, garnishments, etc. In accordance with RSMo 610.023, these records are open to the public unless specified otherwise by federal or state law. However, due to the sensitive nature of employees' personal and payroll information, this information will only be released or communicated to other County employees (except for legitimate business reasons) and the public, if a written request is received from the individual requesting the information and it is approved by the Director of Human Resources, and County Clerk. A reasonable fee, not to exceed the actual

cost of document search and duplication may be assessed. Request for Records forms are available in the County Clerk's office.

Section 5-3 Personnel Data Changes

It is the responsibility of each employee to insure that the information contained in his or her personnel file is current and accurate by notifying Human Resources Director's Office of any changes in personal data as soon as possible after the change occurs. Personal mailing addresses, telephone number and names of dependents, individual to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Section 5-4 Performance Evaluations

(a) Purpose.

The purpose of performance evaluations is to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

(b) Responsibilities.

The Director of Human Resources may maintain and ensure timely completion of employee performance evaluation forms for employees in departments under the direction of the County Commission and as designated by other County elected officials.

(c) Procedure.

An annual performance evaluation will be completed by the employee's supervisor and discussed with the employee. Each employee will be asked by their supervisor to sign the appraisal form after it has been discussed with them. Performance evaluations will become a part of an employee's confidential file.

Section 5-5 Position Descriptions and Classification Specifications

Written position descriptions or classification specifications are required for all County positions. All descriptions will be approved by the Elected official or department head and acknowledged by the employee who is occupying the position by signing the document at the time of appointment to any new position. Position descriptions must be developed and contain the following information.

(a) Position title, department name, pay grade, FLSA status, and title of the position's supervisor;

(b) Purpose of the position;

(c) Essential and non-essential duties and responsibilities of the position;

(d) Minimum training and experience required to perform the essential job functions of the position.

Section 5-6 Transfers

A transfer of employees between offices or departments shall be permitted if agreed to by the heads of both offices, in writing. Transfer will not result in a break in service.

Chapter 6

COMPENSATION

- **Compensation**
- **Overtime and Compensatory Time**
- **Salary Payment to Exempt Employees**
- **Payroll Deductions**

Section 6-1 Compensation

Employees of Franklin County shall be compensated according to a payroll plan prepared by the Department of Human Resources and approved by the County Commission with a schedule of pay grades consisting of a salary range with a minimum, middle and maximum rate of pay for each position or classification.

(1) Pay Rates.

(a) Hiring Rate of Pay

The normal starting rate for new employees will normally be the minimum rate of the pay grade. If budgeted funds are available, an appointing authority may offer higher than the minimum rate if the candidate's education and/or experience exceed the minimum qualifications for the position. Hiring rates above the minimum rate require advance approval from the County Commission.

(b) Advancement within Salary Range

An employee may receive pay increases on an annual basis as the applicable authority deems appropriate. Increases are contingent on the following factors:

- (1) Budget approval by the County Commission;
- (2) At least six months of continuous service has elapsed since the employee was hired, promoted or demoted;
- (3) The increase will not exceed the maximum rate for the grade; and
- (4) The Elected Official or department head certifies that the employee has achieved the required level of performance and has recommended, in writing, advancement to the next higher rate.

(2) Payday.

All County employees are paid on a biweekly basis (every other Friday). Employees will be paid via direct deposit, and will be provided an earnings statement. Authorized and required payroll deductions will be made and reflected on the employee's earnings statement each pay period.

Section 6-2 Overtime and Compensatory Time

It is the responsibility of each supervisor to develop methods and procedures to maximize productivity and reduce or avoid the need for overtime. It is the responsibility of each employee to work as efficiently as possible to accomplish his or her job duties during regularly scheduled work hours. The officeholder or department administrator must approve all overtime in advance. In the event a department, agency or office is eligible for grant funds which are dedicated to be used for overtime compensation, the selection of which employees are to be utilized to fulfill the needs for which the grant is intended, shall be up to the appropriate elected official/department head. For the purpose of meeting the goals of such grants any employee selected to work under the requirements of the grant shall be allowed credit as time worked for any authorized time off during the grant term when calculating eligibility for overtime payment under such grant.

When operating requirements or other needs cannot be met during regular working hours, the following provisions will apply to employees who are required to work overtime hours.

(a) Work Week Defined

The Fair Labor Standards Act (FLSA) establishes overtime requirements for employees who are covered by the Act. The work week will cover a fixed period of seven (7) consecutive days, beginning Sunday at 12:01 a.m. and ending on the following Saturday at Midnight, unless otherwise specified in writing to employees by the department's elected official.

(b) Compensatory Time

The FLSA allows government employees to provide FLSA compensatory time (comp time) off in lieu of monetary overtime compensation. Non-exempt employees (refer to paragraph (d) FLSA Non-Exempt Positions) will earn FLSA comp time or overtime pay for all overtime worked in excess of 40 hours during a work week at a rate equal to 1 ½ times the employee's normal rate.

Any person appointed to a non-exempt County position will be informed of the requirement of this section (i.e. compensatory time in lieu of cash payment for overtime worked) and agreement is a condition of employment.

The use of compensatory time must be approved by the employee's supervisor. All FLSA compensatory time must be used within four (4) weeks from when it was earned. Notwithstanding the foregoing, all FLSA compensatory time for employees of the Highway Department must be used within six (6) months from when it was earned. It is the responsibility of the department head or elected official to insure that the employee is given the opportunity to utilize earned FLSA comp time. Any earned FLSA compensatory time which is not utilized within said four (4) weeks, or six (6) months in the case of Highway Department workers, from when it was earned shall be paid at a rate equal to 1 ½ times the employee's normal rate.

(c) Payment of Overtime

Employees transferring to other departments within the County will be paid for all earned FLSA compensatory time at their previous rate of pay from the previous department's budget prior to transferring so that any employee who transfers will have a "zero" balance for overtime and/or comp time as of the date of transfer. Upon termination of employment, any employee who has unpaid overtime or unused comp time shall be paid the appropriate sum at their final regular rate of pay.

(d) FLSA Exempt Positions

Exempt employees generally fall into three (3) categories as defined by the FLSA: executive, administrative, and professional. These employees are exempt from the overtime provisions of FLSA. All exempt employees as defined by the FLSA will be paid on a salary basis and are not entitled to receive compensatory time for hours worked in excess of 40 hours in a work week. Exempt employees may be required to keep time cards, depending on the nature of their work. Additionally, depending on the source of funding for the position, some exempt employees may be eligible for overtime.

Section 6-3 Salary Payment to Exempt Employees

Except as specifically authorized below, exempt employees are paid a fully salary in a pre-determined amount for any workweek in which the exempt employee performs work for the County. Unless compensation is provided through some other policy providing for paid time off, an exempt employee is not entitled to receive salary for a workweek in which he/she performs no work.

Section 6-4 Payroll Deductions

Deductions from employees' salaries are permitted in certain circumstances, including the following:

- Where required by law (such as mandatory tax withholding);
- Where authorized by the employee (such as deductions for health insurance premiums, employee purchases, etc.);
- To recoup salary payments advanced but not earned by the employee;

- Where an exempt employee works less than a full work week in the initial or final week of employment;
- Full-day absences caused by sickness or disability paid in accordance with the County's other plans, policies, or practices providing pay for those absences;
- Full-day absences caused by sickness or disability, even if unpaid, if the employee is not yet eligible for pay or pay has been exhausted under the County's other plans, policies, or practices providing pay for sickness or disabilities;
- Hours taken as unpaid leave under the Family and Medical Leave Act (FMLA);
- Full-Day absences for personal reason other than sickness or disability;
- Disciplinary suspensions of one or more full days, or other deductions from pay in any amount, imposed as penalties for serious infractions of safety rules of major significance;
- Disciplinary suspensions of one or more full days for infractions of workplace conduct rules including, for example, violations of the County's policies prohibiting anti-harassment or workplace violence, prohibited use of drugs or alcohol, or violations of state and federal law.

Chapter 7

WORK SCHEDULE AND ATTENDANCE

- **Work Schedules and Attendance**
- **Recording Work Hours**
- **Attendance and Punctuality**
- **Weather-Related Emergency Closings**

Section 7-1 Work Schedules and Attendance

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Each supervisor will advise employees of the times their schedules will normally begin and end. The standard work schedule for all full-time employees is 8 ½ hours a day, including one (1) hour of duty-free lunch, five days a week.

Section 7-2 Recording Work Hours

Accurately recording time worked is the responsibility of every employee. Federal and state laws require Franklin County to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

It is the employee's responsibility to sign their time record to certify the accuracy of all time recorded. The supervisor will review and then sign the time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initiating the time record. Falsifying a time record is a breach of county policy and is grounds for disciplinary action, up to and including termination of employment.

Section 7-3 Attendance and Punctuality

Regular attendance and punctuality is expected of all county employees. Absenteeism and tardiness place a burden on other employees and may delay citizens in the transaction of business with the county. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Employees who have poor attendance and/or excessive tardiness or failure to report to work without prior notification, may be subject to loss of pay and other more serious disciplinary actions, up to and including termination of employment.

Employees who are absent from work for three consecutive days without giving proper notice will be considered as having voluntarily quit.

Section 7-4 Weather-Related Emergency Closings

In the event of weather-related or any other type of emergency which results in the closing of County buildings and/or facilities, employees shall have the choice of being off with pay by utilizing PTO, or without pay. Only essential employees, as determined by the appropriate elected official or department head, will report to work or will continue working. Nonexempt employees who are required to report to or remain at work shall report his/her hours, which must be approved by the appropriate elected official/department head. Any employee who remains at work or reports to work after having been told that County facilities and buildings were closed shall be instructed to return home unless instructed to remain at work by the Elected Official/Department Head for whom the employee works.

Chapter 8

HOLIDAYS

- **Eligibility**
- **Designation of Holidays**
- **Payment of Holidays**
- **General Conditions**

Section 8-1 Eligibility

Full-time and part-time employees with limited benefits will receive compensation for observed holidays. Part-time employees without benefits may be eligible for holiday pay.

Section 8-2 Designation of Holidays

The members of the County Commission have approved the following national and state holidays. This list is subject to change as modified by the County Commission.

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- President's Day (third Monday in February)
- The Friday before Easter
- Harry S. Truman's Birthday (May 8)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24). In the event Christmas Eve falls on a Saturday or a Sunday, the holiday will be observed on the preceding Friday.
- Christmas Day (December 25)

A recognized holiday that falls on a Saturday will normally be observed on the preceding Friday. A recognized holiday that falls on a Sunday will normally be observed on the following Monday. When Christmas Eve falls on a Sunday, it will be observed on the preceding Friday.

Section 8-3 Payment of Holiday

(a) Full-time Employees

All full-time employees, except 12-hour employees, will be paid for their regularly scheduled hours at their normal rate of pay for a holiday.

(b) Part-time Employees (See Chapter 5-1-d)

Part-time employees' right to receive holiday pay will depend upon the status of the part-time employee.

Part-Time without Benefits. Part-time, non-exempt employees without benefits are eligible to receive holiday pay for holidays on which they are normally scheduled to work for the number of hours which they would have worked but for the holiday.

Part-Time with Limited Benefit, Part-time, non-exempt employees with limited benefits are eligible to receive holiday pay only for holidays on which they would normally be scheduled to work and only for their regularly scheduled number of hours.

(c) Temporary Employees

Temporary employees are not eligible for holiday pay.

Section 8-4 General Conditions

- (a) An employee will not receive holiday pay for any holiday that falls within an unpaid leave of absence. For the purposes of determining who is eligible to receive holiday pay, any full-time employee who is absent the day before or the day after is ineligible for holiday pay. For the purposes of determining who is eligible to receive holiday pay, any part-time employee who is absent the day before or the day after is ineligible for holiday pay.
- (b) If a recognized holiday falls during an eligible employee's paid absence (e.g. vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Chapter 9

LEAVE

Paid Time Off

- **Eligibility**
- **Paid Time Off Accrual Schedule**
- **Leave of Absence without Pay**

Catastrophic Illness Leave Policy

- **Catastrophic Illness Leave Policy**
- **Carry Over of Paid Time Off**
- **Health care Provider Statement**
- **Unused Catastrophic Illness Leave**
- **Other Employment**
- **Catastrophic Illness Leave and Other Leave Time**

Special Leave

- **Special Leave**

Section 9-1-a Eligibility

Paid Time Off (“PTO”) with pay is available to full-time and eligible part-time employees who have completed 60 days of employment to provide opportunities for rest, relaxation and personal pursuits as well as to allow time off due to illnesses which are not of a catastrophic nature. Part-time employees without benefits and temporary are ineligible for PTO.

Section 9-1-b PTO Days Accrual Schedule

- (1) For purposes of accruing PTO days, each employee shall have an anniversary date which is the date an employee was hired (See “definitions”). PTO days are accrued as set forth below. The number of days which an employee shall accrue as set forth below based upon the employee’s length of service. Adjustments in the number of days which an employee shall accrue shall be made on each employee’s anniversary date in accordance with the schedule below. The foregoing to the contrary notwithstanding any employee of the Sheriff’s Department hereafter who converts from a “12-hour” employee to an 8, 7.5 or 10-hour employee” shall have their then-existing days converted to hours, on an hour-for-hour basis, and then readjusted to the rate to which they are transferring.
- (2) PTO. For any eligible employee employed at the time this policy is adopted, until such time as an employee reaches his or her anniversary date following adoption of this Policy, eligible employees shall earn and accrue PTO days monthly at the following rate effective as of each individual employee’s anniversary date.

Years of Service	Leave
During First Year (cannot be used and not earned until completion of first 60 days)	16 days per year, 1.340 days per month
After Completion of First (1 st) year	17 days per year, 1.420 days per month
After Completion of Second (2 nd) year	18 days per year, 1.500 days per month
After Completion of Third (3 rd) year	19 days per year, 1.584 days per month
After Completion of Fourth (4 th) year	20 days per year, 1.670 days per month
After Completion of Fifth (5 th) year	21 days per year, 1.750 days per month
After Completion of Tenth (10 th) year	24 days per year, 2.000 days per month
After Completion of Fourteenth (14 th) year	26 days per year, 2.170 days per month

- (3) PTO. For any eligible employee employed after the date of the adoption of this policy, after an employee reaches his or her anniversary date following adoption of this policy, eligible employees shall earn and accrue PTO days annually at the following rate effective as of each individual employee’s anniversary date.

Years of Service	Leave
During First Year	5 days after the first six (6) months
On the employee’s First (1st) year anniversary	17 days per year
On the employee’s Second (2nd) year anniversary	18 days per year
On the employee’s Third (3rd) year anniversary	19 days per year
On the employee’s Fourth (4th) year anniversary	20 days per year
On the employee’s Fifth (5th) year anniversary	21 days per year
On the employee’s Tenth (10th) year anniversary	24 days per year
On the employee’s Fourteenth (14th) year anniversary	26 days per year

- (4) PTO. For any eligible 12 hour employee employed at the time this policy is adopted, until such time as an employee reaches his or her anniversary date following adoption of this Policy, eligible employees shall earn and accrue PTO days monthly at the following rate effective as of each individual employee’s anniversary date.

Years of Service	Leave
During First Year (cannot be used and not earned until completion of first 60 days)	18 days per year, 1.500 days per month
After Completion of First (1 st) year	19 days per year, 1.584 days per month
After Completion of Second (2 nd) year	20 days per year, 1.670 days per month
After Completion of Third (3 rd) year	21 days per year, 1.750 days per month
After Completion of Fourth (4 th) year	22 days per year, 1.840 days per month
After Completion of Fifth (5 th) year	23 days per year, 1.920 days per month
After Completion of Tenth (10 th) year	26 days per year, 2.170 days per month
After Completion of Fourteenth (14 th) year	28 days per year, 2.334 days per month

- (5) PTO. For any eligible 12 hour employee employed after the date of the adoption of this policy, after an employee reaches his or her anniversary date following adoption of this policy, eligible employees shall earn and accrue PTO days annually at the following rate effective as of each individual employee's anniversary date.

Years of Service	Leave
During First Year	5 days after the first six (6) months
On the employee's First (1st) year anniversary	19 days per year
On the employee's Second (2nd) year anniversary	20 days per year
On the employee's Third (3rd) year anniversary	21 days per year
On the employee's Fourth (4th) year anniversary	22 days per year
On the employee's Fifth (5th) year anniversary	23 days per year
On the employee's Tenth (10th) year anniversary	26 days per year
On the employee's Fourteenth (14th) year anniversary	28 days per year

- (6) The general conditions for earning and accruing PTO days are as follows (the terms annual leave days and PTO days are interchangeable and are intended to replace vacation days and sick leave):
- (a) The standard practice in all offices and departments shall be for employees to schedule vacations in advance utilizing PTO days through the appropriate elected official or department head. Vacations, through the use of PTO days, are to be encouraged but must be arranged and scheduled in order to ensure that the needs of the County are met. All elected officials and department heads shall develop procedures to clearly allot PTO time while accomplishing the mission of the office or department. Employees who request PTO without having it scheduled in advance, or, at a minimum, providing two (2) weeks' notice prior to the desired commencement date stand the chance of having such request denied if the demands of the office dictate that the leave not be allowed.
 - (b) Each year of prior continuous employment with the County shall be counted in determining years of service for accrual of PTO. If an employee terminated his employment with Franklin County or such employment is terminated by the County and thereafter the employee is rehired, the employee shall commence such new employment with no accrued benefits. If, however, an employee with the approval of the elected official is placed on a Long Term Leave of Absence (see Section 9-1-f) and desires to return to work and a position is available commensurate with that which was held prior to the long term leave of absence starting, such employee may be reinstated with all previous benefits to include seniority for purposes of PTO determination. If an employee is granted a Long Term Leave of Absence such will be without pay or benefits while on leave excepting only the ability to purchase medical and health insurance. No employee will be granted a non-health related leave of absence without first exhausting all PTO benefits and will be granted a health-related leave of absence without having exhausted PTO and catastrophic illness.

- (c) An employee shall continue to earn PTO days during a period of paid leave regardless of what type of paid leave the employee is utilizing.
- (d) An employee shall not earn PTO days during a period of leave without pay.
- (e) An employee may take PTO leave days only when authorized by his supervisor.
- (f) For any eligible employee employed at the time this policy is adopted, until such time as an employee reaches his or her second anniversary date following adoption of this Policy, eligible employees shall be entitled to utilize accrued PTO in excess of 80 hours. Once the employee reaches his or her second anniversary date following adoption of this Policy any accrued PTO in excess of 80 hours PTO shall be banked for Catastrophic Illness purposes up to the maximum allowable. Any days not so banked shall be forfeited.
- (g) After the eligible employee reaches his or her second anniversary following adoption of this Policy, eligible employees shall be entitled to carry over a maximum of 80 hours PTO.
- (h) For any eligible employee employed after the date of the adoption of this policy employees may carry over a maximum of 80 hours PTO.

Section 9-1-c Leave of Absence without Pay

Leave of absence without Pay. The appropriate elected official may grant an employee a leave of absence without pay. Notice of a grant for leave of absence without pay shall be forwarded to the Commission and made a part of the employee's personal file. The general conditions for granting a leave of absence as contemplated herein are as follows:

- (a) The employee must submit a written request to the appropriate elected official for a leave of absence without pay and must include the anticipated beginning and ending dates of the leave and the specific reasons for the leave.
- (b) For a leave of absence without pay, the employee will be required to exhaust accrued PTO days and compensatory time prior to being granted the leave of absence and if the leave is necessitated because of illness, the employee will be required to exhaust PTO days and catastrophic illness days.
- (c) PTO days shall not be earned during a period of leave of absence without pay.
- (d) Only employees with ten (10) years or more of service shall be entitled to request a leave of absence without pay except for those situations involving drug or alcohol abuse treatment or hardship situations. No employee granted a leave of absence shall be guaranteed a position upon termination of their leave of absence. Any employee who has been granted a Leave of Absence Without Pay may continue his or her medical health insurance in force for a period not to exceed twelve (12) months by paying the full cost thereof. Under no circumstances shall the County continue to pay the cost of medical and health insurance for more than thirty (30) days.
- (e) The foregoing to the contrary notwithstanding, the County Commission or the appropriate elected official may grant a "hardship leave of absence" under appropriate circumstances for an employee with less than ten (10) years of service. In determining whether or not to grant a "hardship leave of absence", the County Commission or the appropriate elected official may consider such things as the grounds which gave rise to the hardship, the length of absence requested, the impact on the office or department and the impact on the employee.

Section 9-2 Catastrophic Illness Leave Philosophy

All employees shall be entitled to all benefits of the FMLA. It is the intent of this policy to coordinate to the maximum extent possible the benefits provided by the FMLA as established by Federal Law and the Catastrophic Illness Policy as established by Franklin County. The benefits provided by the FMLA shall run concurrent with utilization of an Employee's paid leave benefits. Applications for benefits under either program should be made as far in advance as possible. In the event the need arises as a result of an unanticipated illness or injury the application should be made as soon as possible after the onset of the illness or injury. Application must be made on forms provided by the Human Resources Department.

Section 9-2-a Catastrophic Illness

Franklin County has established, for the benefit of its employees, a Catastrophic Illness Leave Policy (formerly Medical Leave Bank) benefit for its employees to be used in the event an employee, or a member of an employee's family within the limitations set forth herein, encounters a catastrophic or severe illness, injury or severe medical condition. Each employee shall have the number of days hereinafter set forth deposited in his or her bank on a monthly basis.

a. Eligibility

(1) Employee Utilization.

Each eligible employee shall utilize his or her Catastrophic Illness benefits before the employee has exhausted all available PTO and compensatory time. Any situation which would qualify for Family Leave Medical Act (FMLA) Benefits shall be so designated regardless of whether or not the employee applies for FMLA Benefits. The three (3) day requirement shall not apply to absences related to "waiting periods" under worker's compensation. Employees who are absent as a result of "waiting periods" under worker's compensation law may utilize Catastrophic Illness Benefits in less than three (3) day blocks. The three (3) day requirement shall also not apply to absences required for follow-up treatment for conditions which have been previously designated as a catastrophic or severe illness or injury.

(2) Family Members.

An employee may also utilize Catastrophic Illness leave benefits to care for the employee's family members as hereinafter defined who has a serious health condition that qualifies and is designated in advance as leave under the Family and Medical Leave Act (FMLA). For purposes of this section, family member is defined as a spouse, child, parent, sibling, grandchild, father-in-law or mother-in-law, stepchild or grandparent. Catastrophic Leave benefits may only be allowed for the care of family members with serious health conditions other than those defined herein if requested in writing by the employee and approved in advance by the department's elected official.

b. Waiting Period

A waiting period of 60 calendar days must be completed and the affected employee must not be in an introductory status, before earned Catastrophic Illness Leave may be used. After that time, employees may request use of paid Catastrophic Illness leave including that accrued during the waiting period.

c. Accrual of Catastrophic Illness Leave

Full-time employees who have completed 60 days, excluding 12 and 10-hour employees in the Sheriff's Department, shall accrue Catastrophic Illness Leave at the rate of one-half day per month for a maximum of six (6) days annually to be used solely for the purpose of adding to the employee's Catastrophic Illness Bank. Leave will be earned on the last calendar day of each month. No Catastrophic Illness Leave may be taken in advance of it being accrued. Sheriff's Department 10 and 12-hour employees shall accrue Catastrophic Illness Leave at the rate of 4.0 hours per month. Employees in part time positions with limited benefits shall accrue Catastrophic Illness Leave on a prorated basis.

d. Catastrophic Illness Leave Limitations

(1) Limits

Catastrophic Illness Leave may not be accrued for any purpose other than those set forth in this policy. An employee shall under no circumstances be entitled to accrue more than 60 days in an employee's Catastrophic Illness Bank. Any employee that has accrued more than 60 days in the employees' Catastrophic Illness Bank as of June 9, 2020 may continue to utilize those days however that employee shall not accrue additional Catastrophic Illness Leave until that employee has used enough Catastrophic Illness Leave to bring the total accumulated days in that employees' Catastrophic Illness bank below 60 days.

(2) Rehire.

If an employee separates from County service and is rehired any time after a period of 30 days, Catastrophic Illness Leave will be considered as for any new employee. If an employee is rehired within the 30 day period, they will not be required to meet the waiting period and they may, if approved by the elected official or department administrator, have their unused Catastrophic Illness balance reinstated.

9-2-b Health Care Provider's Statement

If an employee is absent for three (3) or more consecutive working days due to illness or injury or medical condition, a licensed health care provider's statement must be provided verifying that the employee is unable to work with estimated dates as to when the employee may return to work. Before returning to work from an absence, because of an illness or injury or medical condition exceeding three (3) working days, an employee will be required to provide a health care provider's certification that they may safely return to work. An elected official or department administrator may also require a health care provider's verification at any time from an employee whose frequent use of sick leave negatively affects their job performance and/or the operation of the department. The verification may be required as a condition to receiving paid Catastrophic Illness Leave benefits. For the purposes of this Section and this Policy and the term "medical condition" shall mean the bonding period after the birth and adoption of a child. An employee who is either the mother or father of a newly born or adopted child shall be entitled to use Catastrophic Illness Leave for a period of time not to exceed the time which would be available under FMLA so long as the employee has a sufficient number of days in his or her bank.

This information obtained from health care provider's statements and other medical inquiries is considered confidential medical information and must be kept confidential and separate from other personnel records. In addition, its use must be job-related and consistent with business necessity. The County will not use the information obtained to unlawfully discriminate against any employee in any employment practice.

Section 9-2-c Unused Catastrophic Illness Leave

Paid Catastrophic Illness Leave benefits are solely to provide income protection in the event of catastrophic illness or injury of the employee or immediate family member, and may not be used for any other absence except as set forth in this policy. Unused Catastrophic Illness Leave benefits will not be paid to the employee while they are employed or upon termination of employment or retirement except for those employees that were designated days in the "personnel Status Audit" in 2004 AND 2005 under the direction of County Commission who may be eligible for limited payment.

Section 9-2-d. Other Employment

An employee will be ineligible for any paid Catastrophic Illness benefits if the illness or injury is or would be considered compensable under an outside employer's workers' compensation coverage. An employee who is unable to report to work with the County will be denied the use of PTO and/or Catastrophic Illness benefits if they perform work for an outside employer during the same workday. An employee accepting county-paid Catastrophic

Illness Benefits while performing work duties for another employer during the same workday may be subject to disciplinary action up to and including termination.

Section 9-2-e. Catastrophic Illness Leave and Other Leave Time

(a) Non-paid Leave

Employees will not accrue Catastrophic Illness Leave credit during a month in which they experience two (2) or more days of non-paid leave time unless such additional non-paid leave time was recommended by their elected official or department administrator and was approved by the County Commission unless the employee was on Military Leave, Jury Duty or on leave covered as a work related injury.

(b) Holidays

If a holiday falls during a said Catastrophic Illness Leave, employees eligible for such holiday will be paid holiday pay and not charged for paid Catastrophic Illness Leave.

(c) PTO

Illness or injury occurring while an employee is on PTO will not be charged to Catastrophic Illness Leave unless a physician's verification of the illness or injury is provided to the employee's elected official or department administrator. If verification is not provided, the PTO will remain as PTO.

(d) Family and Medical Leave Act (FMLA)

Once Catastrophic Illness Time commences during an FMLA qualified leave, such leave runs concurrent with FMLA leave.

Section 9-3 Special Leave

Special Leave is a benefit provided by the County to offset the impact of having to be off work for reasons beyond the control of the employee and which are not related to sickness or injury.

a. Bereavement Leave

(1) Immediate Family

Full-time employees and eligible part-time (with benefits and with limited benefits) employees may take up to three (3) days paid of bereavement leave per event in the event of death in the immediate family. Verification of the leave is required.

(2) Other Family

Where there is a death in the family of the employee, other than the "immediate family" as defined above, an employee may, upon request, be granted one day of funeral leave with regular compensation, generally the day of the funeral. "Other family" is defined as the employee's niece, nephew, aunt, uncle or first cousin, grandchild, grandparent, father or mother-in-law, or the employee's spouse's grandparents. Verification of the leave is required.

(3) Pallbearer and Other Requests

Employees requested to be pallbearers may be excused with regular compensation, but not to exceed one day. Verification of the leave is required.

(4) PTO and Catastrophic Illness Leave

Leave granted as bereavement leave will not be charged as PTO or Catastrophic Illness Leave. An employee may use available accrued PTO or compensatory time for additional time off as necessary. If bereavement leave coincides with a recognized holiday no additional days will be granted.

b. Jury Duty

The County encourages employees to fulfill their civic responsibilities by serving jury duty when required. The following provisions will apply when an employee is summoned to jury duty or to appear in court as a witness.

- (1) Full-time and eligible part-time (with benefits and with limited benefits) employees will receive jury duty pay of their regular rate of pay.
- (2) Part-time employees without benefits, introductory, and temporary employees will be given time off to serve on jury and witness duty without pay.
- (3) Employees must show their jury duty summons or subpoena to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. There is no time limit for jury/witness duty, however, employees are expected to report for work whenever the court schedule permits.
- (4) Employees who appear before a judicial, legislative or administrative body in compliance with an authorized subpoena or summons for a cause of action arising from the employee's county position may record such time as hours worked on time sheets.
- (5) Subpoena Leave – Employees testifying pursuant to subpoena on behalf of the County shall receive their regular rate of pay.

c. Military leave

A military leave of absence will be granted to all full-time and part-time employees who are members of the National Guard or of any reserve component of the armed forces of the U.S. to attend scheduled drills or training or if called to active duty with the U.S. armed services in accordance with applicable federal law.

d. Educational Leave

Leaves of absence may be granted, at the discretion of the department's elected official to full-time and part-time employees for educational development in accordance with the provision of 9-1-1(d) for academic work toward a college or advanced degree. Requests for such leave will be filed in writing to the elected official. The request must include: (1) the name of the institution or program to be attended; (2) the dates of attendance; (3) the benefits to the employee; and (4) the expected value of such training to the county. An unpaid leave of absence may be granted in accordance with this Chapter.

Chapter 10

FAMILY AND MEDICAL LEAVE ACT

- **Purpose**
- **Responsibility**
- **Policy Statement**
- **Eligibility Requirements**
- **Determination of a 12-Month Period**
- **Coordination of Paid Leave**
- **Leave Provisions for Spouses Both Working for Franklin County**
- **Advance Notice**
- **Medical Certification**
- **Leave Taken Intermittently or a reduced Leave Schedule**
- **Job Benefits and Protection**
- **Reinstatement**

Section 10-1 Purpose

In accordance with FMLA, Franklin County provides unpaid family/medical leaves of absences to eligible employees who are temporarily unable to work due to one of the following reasons:

- (a) For the birth of a child and to care for such child, or placement of a child for adoption or foster care;
- (b) For the care of the employee's spouse, child, or parent who has a "serious previous health condition" as defined by FMLA; or
- (c) For the employee's own "serious health condition" which prevents the employee from performing their own job as defined by FMLA.
- (d) Military Family Leave/Military Caregiver Leave/Exigency Leave
 - (1) New Qualifying Reason for Leave. Eligible employees are entitled up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency". In the interim, employees are encouraged to provide this type of leave to qualifying employees.
 - (2) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This provision became effective immediately upon enactment (January 28, 2008). This military caregiver leave is available during a "single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

To qualify for FMLA leave, the employee must meet the requirements of the FMLA and accompanying regulations. Any FMLA leave granted will count against an employee's annual FMLA leave entitlement.

Section 10-2 Responsibility

It is the responsibility of the employee to make requests for family and medical leave with their employer, Franklin County, through their elected official or department administrator. All requests for FMLA leave will be coordinated with the Human Resources Department.

Section 10-3 Policy Statement

It is the policy of Franklin County to adhere to the requirement of the Family and Medical Leave Act of 1993 (FMLA) and create a friendly environment between the employee and the County.

Section 10-4 Eligibility Requirements

Employees are eligible for unpaid family/medical leave benefits if they meet all requirements of provisions of the Family Leave medical Act.

Section 10-5 Determination of 12-Month Period

Eligible employees may request up to 12 weeks of unpaid family/medical leave within a rolling 12-month period.

Section 10-6 Coordination of Paid Leave

Employees will be charged all available paid leave and benefits time, to run concurrent with approved FMLA leave.

Section 10-7 Leave Provisions for Spouses Both Working for Franklin County

In any case in which spouses entitled to leave under FMLA are both employed by Franklin County and leave is taken for the birth and care of a healthy child or for placement with the employee for adoption or foster care, or to care for a sick parent, the maximum combined leave for both spouses is 12 weeks during a 12 month period. If leave is taken to care for an ill child or spouse, each spouse is entitled to 12 total weeks of leave during a 12 month period.

Section 10-8 Advance Notice

As soon as practical after an eligible employee becomes aware of the need for a FMLA leave of absence, they must request and submit a "Request for Family and Medical Leave of Absence" to their supervisor.

Employees ordinarily must provide 30 days advance notice when the leave is foreseeable. When an employee is requesting leave for their own planned medical treatment or for planned medical treatment of a family member, under FMLA, the employee must make a reasonable effort to schedule such leave so as not to unduly disrupt the operation of their department. This is best achieved by advance consultation with the employee's supervisor.

Section 10-9 Medical Certification

Failure to provide the required medical certification from a health care provider, as defined by FMLA, as set forth herein may result in denial of the requested FMLA leave.

(a) Employee Medical Leave

Employees requesting medical leave for themselves will be required to provide a medical certification form verifying the seriousness of the health condition, unless it is inpatient medical care, in which a medical certification will be required in every instance. Any major changes in medical status must be promptly reported to their elected official or department supervisor. Recertification may be requested every 30 days.

(b) Family Medical Leave

Employees requesting family leave related to caring for a child, spouse, or parent with a "serious health condition", will be required to provide a medical certification verifying the illness, its beginning and expected ending dates, and the need of the employee to provide care. Such medical certification will be provided with the employee's request for leave, except for an unforeseen event, when the certification must then be provided within three business days.

(c) Second Opinion

If the submitted medical certification is not sufficient, the elected official or department supervisor may require a second opinion at the county's expense. If the first and second opinions do not agree, the county and the employee will coordinate the selection for a third opinion at the county's expense. The third opinion will be final and binding. The requirement for additional opinions shall apply to employees as well as family members who are the basis for requesting leave.

Section 10-10 Leave Taken Intermittently or on a Reduced Leave Schedule

Employees may request intermittent leave, or leave on a reduced leave schedule, under FMLA when this type of leave is medically necessary for the employee.

If an available alternative position for which the employee is qualified accommodates the recurring periods of leave better than the regular employment position of the employee, an elected official or department supervisor may require an employee to transfer temporarily to the alternative position provided there is equivalent pay and benefits. If an exempt employee takes unpaid leave for partial or full days, their exempt status under the Fair Labor Standard Act will not be impacted.

Section 10-11 Job Benefits and Protection

County-provided health insurance contributions shall continue during an employee's approved FMLA period. If the employee is unable to return to work following the expiration of the FMLA leave, and the employee has exhausted all available paid leave, the employee will be afforded the opportunity to elect COBRA coverage at the employee's expense.

Section 10-12 Reinstatement. Upon return to work from approved FMLA leave, the employee will be reinstated to his/her position, provided the position has not been eliminated during the leave.

Chapter 11

EMPLOYEE CONDUCT AND GENERAL WORK RULES

- **Employee Conduct**
- **Termination for Cause**
- **Personal Appearance**
- **Use of Telephone and Mail Systems**
- **Acceptable Use of Computer and Business Equipment**
- **Solicitation**
 - **Campaign and Speech Activity**
- **Smoking**
- **Safety**
- **Drug Free Workplace Act**
- **Workplace Violence**

Section 11-1 Employee Conduct

Franklin County employees represent the County and are especially susceptible to public criticism. Therefore, it is necessary for all employees to conduct themselves with professionalism and integrity at all times.

Because County employees are working for the citizens of Franklin County, the time spent on the job should be used to the fullest extent in order to maximize efficiency. A friendly and courteous attitude by County employees is also expected toward the public and co-workers at all times. In addition, employees are expected to deliver prompt, thorough, and efficient service to the public to the best of their ability.

Disciplinary action may be in the form of verbal and/or written reprimand, probation, temporary or indefinite suspension, demotion, reduction in benefits or compensation, transfer or dismissal.

Section 11-2 Termination for Cause

Conduct which may result in termination for cause includes, but is not limited to, the following:

- Theft or inappropriate removal or possession of property.
- Falsification of personnel and other records, including, but not limited to, employment forms and time records.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty, or while operating county-owned vehicles or equipment.
- Fighting or threatening violence in the workplace.
- Conviction of or pleading guilty to a felony or a misdemeanor involving moral turpitude or assault (sexual or otherwise) on another person.
- Advocating the overthrow of the government of the United States by means of force or violence.
- Boisterous or disruptive activity in the workplace or while on duty outside the workplace or while operating county vehicles or equipment.
- Inducing or attempting to induce an employee of the county or accepting inducement to commit an unlawful act in violation of a department regulation or order.
- Insubordination or other disrespectful conduct.
- Violation of safety or health rules.
- Sexual or other unlawful or unwelcome harassment.
- Unauthorized possession of dangerous or other unauthorized materials, such as explosives or firearms, in the workplace.
- Unauthorized absence from a secure duty work station during the workday.
- Unauthorized engagement in outside activities on county time.
- Unauthorized use of telephone, mail system, or other county-owned equipment, property, or services.
- Unauthorized use of position or authority for personal gain.
- Willfully allowing access to secure areas within county buildings to individuals lacking property authorization or right of access.
- Unauthorized release or disclosure of confidential documents, records, or information.
- Failure to report accidents in accordance with this policy.

Section 11-3 Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of the employees and affect the business image the Franklin County employees present to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Each department will establish its own internal guidelines and procedures with regard to personal appearance and dress in accordance with the duties to be performed by the respective offices.

Section 11-4 Use of Telephone and Mail Systems

Office and County owned cellular telephones are for Franklin County business. Employees should practice discretion in using County telephones for personal use. Personal calls, if allowed on office and cellular phones, should be infrequent and brief. Employees will be required to reimburse the Treasurer for any long-distance, toll call charges or cellular charges resulting from their personal use of the telephone. To assure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. The employee should confirm information received from the caller, and hang up only after the caller has done so.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

Section 11-5 Acceptable Use of Computer and Electronic Equipment

County provides networks available to access the Internet, public web pages and communicate using e-mail, text message and instant message services. Hardware is in place for users to access job-related resources from anywhere in the world for the purpose of assisting them in the performance of their job-related duties and ultimately to provide services incumbent to the citizens of the County.

The County recognizes that although these electronic services and equipment afford access to legitimate sources of information for job-related purposes, they also enable access to materials which may be illegal, obscene or indecent. The use of elements of the County's electronic network and devices shall be consistent with the County's mission to serve its residents.

The "System" shall include all computer hardware and software owned or operated by the County, County's electronic mail, the County web site, and the County's on-line services. "Use" of the System shall include use of or obtaining access to the System from any computer terminal or electronic device whether owned or operated by the County.

"Use" of the County's technology system shall include use of or obtaining access to the system from any computer terminal or device whether or not owned or operated by the County.

Employee use of technology, Internet, web publications and e-mail will be governed by the policies found in this document, related County ordinances, employment policies and applicable collective bargaining agreements. Violation of the acceptable use guidelines shall be subject to consequences including but not limited to discipline, loss of System use privileges, and referral to law enforcement authorities or other legal action in appropriate cases.

Employees have no expectation of privacy in their use of the System. The County has the right to access, review, copy, delete, or disclose, as allowed by law, any message sent, received, or stored on its electronic mail system. The County has the right to and does monitor use of the System by employees, including employees' access to the Internet, as part of System maintenance to determine whether the use is consistent with federal and state laws and County policies and guidelines. All users should be aware that their personal computer files or system may be subject to public disclosure under the Missouri Sunshine Law.

Access to the System is provided to employees primarily for work-related purposes. Incidental personal use should be minimized.

Use of the technology, Internet, web publications and e-mails constitutes consent to abide by the policies contained in the document.

Use and access to the County's technology and related peripherals and software are not to be used for personal, commercial, and political gain.

This policy outlines expectations for appropriate use of the County's System and in conjunction with the corresponding standards, guidelines and procedures is established to achieve the following:

- Establish appropriate and acceptable practices regarding the use of information resources;
- Ensure compliance with applicable rules and regulations regarding the management of information resources; and
- Educate employees who use County electronic resources and equipment about their responsibilities associated with computer information and resource use.

Employees will treat all equipment with care and report any abuse or misuse as soon as they become aware of it to the Information Technology Department. Further, employees will report any malfunction or problem as soon as they become aware of it to the Information Technology Department.

In effort to mitigate security breaches, resolve fault and/or performance issues or respond to a request by official County leadership, authorized Information Technology Department employees may access all such files, except files protected from disclosure by state or federal law, at any time without knowledge of the information services user.

Acceptable Use Requirements

1. Employees will not vandalize or otherwise intentionally damage any County technology hardware or software. If they do, they will be responsible to pay all repair and/or replacement costs. Vandalism is defined as any malicious attempt to harm or destroy data of another person, computer software, the network, computer hardware, computer wiring, or computer configuration.
2. All rules in the Employee Handbook apply to information services and this AUP.
3. Employees will not damage, destroy or copy another person's data.
4. Employees will not tamper with or attempt to gain access to computer data or equipment to which they have no security authorization.
5. Any device connected to the County's system and or information resources are subject to scanning and may require approval prior to access being provided.
6. Users are prohibited from downloading or using software, including shareware or freeware not hosted and/or provided by information services without specific approval by their director and information services.
7. Users are required to report any weaknesses in the County's computer security to the information services staff. Weaknesses in computer security include, but are not limited to, unusual behavior or a system, unexpected software on system, pop-up windows or messages that are out of character, or any anomaly which may result in unintentional disclosures of information or exposure to security threats.
8. Users are prohibited from attempting to access any data, documents, email correspondence, and programs contained on County information systems for which they do not have authorization, that are knowingly malicious and knowingly not meant for them.
9. Users are prohibited from divulging information about County information systems that might compromise its security, stability and privacy to anyone without authorization from appropriate information services leadership.
10. Users must not share their account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.

11. Users must not make unauthorized copies of protected or copyrighted County owned software (i.e. Office, Windows, Security/Virus protection, etc.).
12. Users are prohibited from engaging in activity that may degrade the performance of information services; deprive an authorized user access to County resources; obtain extra resources beyond those allocated, or circumvent the county information security measures.
13. Users are prohibited from downloading, installing, or running programs that reveal or exploit weaknesses in the security of County information resources.
14. County information resources must not be used for personal benefit, political activity, unsolicited advertising, unauthorized fund raising, or for the solicitation of performance of any activity that is prohibited by any local, state or federal law.
15. Access to the Internet from County information resources, regardless of connection location (i.e. Home, remote, etc.) must adhere to all acceptable use policies and procedures.
16. Employees must not allow family members or other non-employees to access non-public accessible County information systems.
17. Employees identified as a security risk may be denied access to the System.

Prohibited Uses. The uses of the System listed below are prohibited and may result in discipline or other consequences as provided in this policy, applicable Collective Bargaining Agreements, and the County's Employee Handbook. The System shall not be used to:

1. Engage in activities which are not related to County duties or which are contrary to the instructions from the employee's supervisor as to the system's use.
2. Access, retrieve, or view obscene, hateful, profane, or indecent materials. "Indecent materials" are those materials which, in context, depict or describe sexual activities or organs in terms patently offensive, as measured by contemporary community standards. "Obscene materials" are those material which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way in which, taken as a whole, do not have any serious literary, artistic, political, or scientific value.
3. Access, retrieve, view or disseminate any material in violation of any federal or state laws or regulation or County policy or rules. This includes, but is not limited to, improper use of copyrighted material; improper use of the system to commit fraud or with the intend to commit fraud; improper use of passwords or access codes; or disclosing the full name, home address, or phone number of any student, County employee, or System user.
4. Transfer any software to or from the System without authorization from the System Administrator.
5. Engage in for profit or non-school sponsored commercial activities, including advertising or sales.
6. Harass, threaten, intimidate, or demean an individual or group of individuals because of race, color, religion, sex, national origin, sexual orientation and/or gender identity,.
7. Disrupt or interfere with the System.
8. Gain unauthorized access to or vandalize the data or files of another user.
9. Gain unauthorized access to or vandalize the System or the technology system of any other individual or organization.

10. Forge or improperly alter electronic mail messages, use an account owned by another user, or disclose the user's individual password or that of another user.
11. Invade the privacy of any individual, including violating federal or state laws regarding limitations on the disclosure of student records.
12. Download, copy, print or otherwise store or possess any data which violates federal or state copyright laws or these Guidelines.
13. Send nuisance electronic mail or other online messages such as chain letters, pyramid schemes, or obscene, harassing or other unwelcome messages.
14. Send mass electronic mail to multiple users without prior authorization by the County Commission.
15. Conceal or misrepresent the user's identity while using the System.
16. Post material on the County web site without the authorization of the Information Technology Department.
17. Attempt to gain unauthorized access to the System or use the system to access any other computer system. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purpose of "browsing".
18. Make deliberate attempts to disrupt computer performance or destroy data by any means including spreading computer viruses. These actions are illegal.
19. Use the System to engage in any other illegal acts, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of another person, etc.
20. Use data created outside the System and brought in on a removable storage device without permission from the Information Technology Department and scanning the data for viruses.
21. Use obscene, profane, lewd, vulgar rude, inflammatory, threatening, or disrespectful language.
22. Engage in person attacks, including prejudicial or discriminatory attacks, or knowingly or recklessly post false or defamatory information about a person or organization.
23. Harass another person
24. Post personal contact information about themselves or other people. Personal contact information includes home address and telephone number and personal email address. Employees will not post private information about another person.
25. Utilize social networking sites and instant messaging to communicate with other employees.
26. Repost a message that was sent to them privately without permission of the person who sent the message.
27. Plagiarize another person's work.
28. Infringe on another person's rights of copyright. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request written permission from the copyright owner.

29. Post chain letters or engage in “spamming”. Spamming is sending an annoying or unnecessary message to a large number of people.
30. Engage in for-profit or non-school sponsored commercial activities, including advertising or sales.

Incidental Use

While the County understands that, occasionally, employees may need to use a County system for personal use, the County considers all information systems to be for business use only. For that reason, all activity conducted on County information resources is considered property of the County and is subject of monitoring, searching and destruction without knowledge of the user.

1. Incidental use must not interfere with the normal performance of an employee’s work duties.
2. Incidental personal use of the System, including but not limited to, electronic mail, Internet access, fax machines, printers, and copiers, is restricted to approved users only and does not include family member or others not affiliated with the County.
3. Incidental use must not result in direct costs to the County, cause legal action against, or cause embarrassment to the County.
4. Non-business related email messages, voice messages, files and documents within County Computer resources are not private, are subject to the Missouri sunshine Law and storage of such messages on County information resources must be nominal and are not subject to County archival process. These files might be deleted by information services staff without notification of owner.
5. Information services staff is not expected to support or maintain any personal email messages, voice messages, files or documents.

The Information Technology Department, in collaboration with the County Commission, Director of HR and County Counselor, will resolve incidental use questions and issues using these guidelines.

Section 11-6 Solicitation

In an effort to assure a productive and harmonious work environment, persons not employed by Franklin County may not solicit in the workplace at any time for any purpose, unless approved by the department’s elected official or department supervisor and the County Commission. In addition, employees may not solicit financial contributions, or solicit for any other cause during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty. Employees who are not on working time may not solicit employees who are on working time for any cause or distribute literature of any kind to them.

Section 11-6-a Campaign Speech and Activity

1. No County employee shall solicit any contribution for the campaign fund of any candidates for a County office or take part in the political campaign fund of any candidate for a County office. All employees may exercise their rights as a private citizen to express opinions and if a registered voter in the County, sign a nominating petition for any County candidate and vote in any County election. Political affiliation, participation or contribution shall not be considered in making any County employment decision. No County officer, employee or member of a board or commission shall use official authority or official influence for the purpose of interfering with or affecting the result of any election to or nomination for a County office. No County officer, employee or member of a board or commission shall directly or indirectly coerce, attempt to coerce, command, advise, or solicit a County employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political or electoral purposes.

2. No employee of the County while on duty or while in uniform that identifies the individual as an employee of the County shall:
 - a. Canvas on behalf of any candidate, political party or political issue;
 - b. Display a political picture, sticker, badge or button;
 - c. Attend a political rally, fund-raising function or other political gathering;
 - d. Circulate or sign a political petition; or
 - e. Service as an election judge or clerk.
 - f. No employee shall place or allow to remain upon a County vehicles used by the employee in the course of employment any political picture, sticker, badge or button.
 - g. Nothing in this section shall be construed to restrict an employee's freedom to express an opinion or exercise the right to vote.
 - h. No employee of the County shall use County equipment, vehicles, personnel, facilities, or resources to promote or help promote any civic, social, business, personal or political candidate, or for any non-County purpose without the express written consent of the County Commission.

Section 11-7 Smoking

Pursuant to the Missouri Clean Indoor Air law, all County facilities and vehicles are smoke-free. This includes the use of any nicotine-containing device or product.

Section 11-8 Safety

Information is provided to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. If an employee is in doubt about the proper procedures to follow on the job, they should consult their supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

Each employee is expected to obey safety rules and to exercise caution in all work activities. The responsibilities of all employees in this regard include:

- (a) Exercising maximum care and good judgment at all times to prevent accident and injuries;
- (b) Reporting to supervisors and seeking first aid for all injuries, regardless of how significant the injury may appear;
- (c) Reporting unsafe conditions, equipment or practices to supervisory personnel;
- (d) Using safety equipment provided by the county at all times.
- (e) Observing conscientiously all safety rules and regulations at all times; and;
- (f) Notifying their supervisors, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and their coworkers.

Section 11-9 Drug Free Workplace Act

The County is dedicated to providing safe and efficient service to the citizens of the county. Therefore, it is the policy of the County to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The provisions of this policy will apply to all county employees and to all applicants for county positions. While state law allows for the legal use of medical cannabis, the terms of this policy continue to apply to employees' use and influence of same during working hours.

To safeguard the property of Franklin County and its employees and to help prevent the possession, sale, and use of illegal drugs on county's premises, the county reserves the right to question employees and all other persons entering and leaving premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from county-owned property.

Franklin County reserves the right to search any employee's office, desk, files, locker, or any other area, as well as the articles found within them, at any time by an officeholder, department administrator or representative at any time, with or without notice, when the County has reason to believe an employee is violating any policy regarding contraband, controlled substances or other rules. Entry on the County premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by an authorized county representative constitutes insubordination and a violation of county policy subject to disciplinary action up to and including termination.

(a) Statement of Policy

While on county premises and while conducting business-related activities off the county premises, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance or alcohol is strictly prohibited. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The use of medicinal cannabis on County property or during work hours is prohibited.

(b) Consequences of Violation of the Policy

Violations of this policy will lead to severe disciplinary action, up to and including immediate termination of employment and or required participation in a substance abuse rehabilitation or treatment program at the employee's expense. Such violations may also have legal consequences.

(c) Notification of Employees

In accordance with the provisions of the Drug-Free Workplace Act, every employee who is engaged in the performance of any work connected with a federal grant will be given a copy of this policy and will, as a condition of employment:

- 1) Abide by the terms of the substance Abuse Policy;
- 2) Notify Franklin County of a criminal conviction of controlled substance-related violation in the workplace, including pleas of nolo contendere (i.e. no contest), within five days of such conviction or plea. Franklin County will notify the federal agency through which a grant is administered within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

(d) Drug-free "Awareness Program

Employees will periodically receive information to educate employees about the dangers and effects of substance abuse; the county's policy of maintaining a drug-free workplace; the penalties that may be imposed upon

employees for drug abuse violations occurring in the workplace; and rehabilitation resources available to employees.

(e) Health Insurance Benefits for Chemical Dependency

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take available sick and/or unpaid leave to participate in a rehabilitation or treatment program. The county's health insurance program provides benefits for treatment of chemical dependency, including alcoholism, as part of the overall medical benefits program for eligible full-time employees (For further information, refer to the Medical Benefits Booklet).

(f) Alcohol and Controlled Substance Testing

Employees whose jobs are classified as safety-sensitive are subject to alcohol and controlled substance testing. Employees in these positions will be provided a copy of the applicable alcohol and controlled substance testing policy and will be required to sign an acknowledgment of receipt of the policy.

(1) DOT Drivers – Highway Department

Employees whose jobs are classified as safety-sensitive and/or require a Class A or B Commercial Driver's License (CDL) to operate commercial motor vehicles are subject to the "Alcohol and Controlled substance Testing Policy Applicable to Department of Transportation covered Positions".

(2) Non-DOT Authorized Drivers

Authorized drivers of county vehicles and/or employees, who are required to maintain a valid motor vehicle license as a requirement of their position, will be subject of the provisions of the "Alcohol and Controlled substance Testing Policy Applicable to Non-DOT Drivers".

I. PURPOSE

The purpose of this policy is to promote safety for all employees and citizens of the County by implementing a controlled substances and alcohol testing policy for authorized drivers of county-owned vehicles, employees who operate heavy equipment and employees who sustain an alleged work-related injury, including employees in the following offices:

Assessor

Auditor
Collector of Revenue
County Clerk-Voter Registration
County Commission
Health Department
Prosecuting Attorney (including Child Support)
Public Administrator
Recorder of Deeds
Sheriff
Treasurer
Highway (when not in conflict with contract)
Human Resources
Emergency Management Agency and 911 Dispatching
Building Department
Maintenance Department
Planning and Zoning (including GIS)
Purchasing
Municipal Court

Any employee reporting a work-related injury

II. Definitions.

Alcohol – refers to the intoxicating agent in beverage alcohol, ethyl alcohol, or other alcohols including methyl and isopropyl alcohol.

Alcohol Concentration – is the alcohol in volume of breath in terms of grams of alcohol in 210 liters of breath as indicated by an evidential breath test as described in this policy.

Alcohol Use – refers to the consumption of any beverage, mixture or preparation, including medication, which contains alcohol.

Breath Alcohol Technician or BAT – an individual who instructs and assists persons in the alcohol testing process and operates an EBT.

Cannabis – all parts of the plant genus Cannabis in any species or form thereof including, but not limited to, Cannabis sativa L., Cannabis indica, Cannabis Americana, Cannabis ruderalis, and Cannabis gigantean, whether growing; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant; its seeds or resin. It does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, sale, derivative, mixture, or preparation of the mature stalks except the resin extracted therefrom; fiber, oil, or cake; or the sterilized seed of the plant which is incapable of germination.

Drug – includes controlled substances as defined above as well as any other illegal substance or dug.

Medical Review Officer – a licensed doctor of medicine or osteopathy with a knowledge of drug abuse disorders who is employed or used by the county to conduct drug testing in accordance with Federal law, responsible for receiving laboratory results generated by the county's drug testing program who has been medically trained to interpret and any other relevant biomedical information.

On Duty – includes all working hours, as well as meal periods and break periods, regardless of whether on premises.

Reasonable Suspicion – is the belief that an employee has violated the alcohol or controlled substances prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

Refusal to Submit – refers to refusal to submit to an alcohol or controlled substance test and means that an employee: (1) Fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; (2) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she had received notice of the requirement for urine testing; (3) Engages in conduct that clearly obstructs the testing process.

Substance Abuse Professional or SAP – refers to a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional or addition counselor (certified by the National Association of alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Confirmation Test – (1) For alcohol, means a second test, following a screening test with a result of 0.02 or greater that provides quantitative results of alcohol concentration, (2) For controlled substances, this means a second analytical procedure to verify the presence of a specific drug. Gas Chromatography/mass spectrometry is the only authorized method for controlled substances, as defined in this policy.

(g) Conduct Prohibited By This Policy

1. Alcohol

- a. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. No supervisor having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall allow an employee to perform driving functions.
- b. No employee shall perform driving functions within four hours after using alcohol. No supervisor having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform a driving function.
- c. No employee shall possess any quantity of alcohol while on duty or while performing a driving function. This includes any medicines, both prescription and over-the-counter, that contain alcohol, unless the packaging seal is unbroken. No supervisor having actual knowledge of the possession of alcohol may permit an employee to drive or continue to drive a motor vehicle or heavy equipment.
- d. No employee shall use alcohol while performing a driving function.
- e. When involved in an accident that requires a post-accident alcohol test, the employee shall not use alcohol within eight hours of the accident or prior to submitting to a post-accident test, whichever comes first.
- f. No employee shall refuse an alcohol test as required by this policy. An employee who refuses to submit to testing will subject to disciplinary action, up and including, termination of employment.

2. Controlled Substances

- a. No employee shall report for duty or remain on duty when using controlled substances, except when the use is pursuant to the instruction of a physician who has advised the driver that the substance does not adversely affect the user's ability to safely operate a motor vehicle. No supervisor having actual knowledge that an employee has used a controlled substance shall permit the driver to perform or continue to perform driving functions.
- b. No employee shall report for duty or remain on duty if the employee tests positive for controlled substances. No supervisor having actual knowledge that an employee has tested positive for controlled substance shall permit the driver to perform or continue to perform driving functions.
- c. No employee shall refuse a controlled substance test as required by this policy. An employee who refuses to submit to testing will be subject to disciplinary action up to and, including, termination of employment.

3. Controlled Substance and Alcohol Testing

Franklin County shall provide, for all positions covered by this policy, the following tests: (1) pre-employment; (2) random testing; (3) reasonable suspicion testing; (4) post-accident testing; (5) return-to-duty; and (6) follow-up testing.

1. PRE-EMPLOYMENT TESTING

a. Controlled Substance Testing

- (1) All employees who Franklin County intends to employ will be tested for controlled substances prior to performing driving functions for the county.

- (2) All prospective employees will be notified that a urine sample will be tested for controlled substance.
- (3) Franklin County will not allow a prospective employee to perform a driving function unless the results of the controlled substances test are negative, and verified by the MRO.
- (4) Any person who refuses to submit to a controlled substance test, or who tests positive for controlled substances will not be offered employment with the country.

2. Reasonable Suspicion Testing

A. Alcohol Testing

- (1) If there is a reasonable suspicion to believe the employee has violated this policy, the employee shall undergo alcohol testing.
- (2) Conduct by employees constituting reasonable suspicion must be witnessed by a supervisor or another trained employee. The supervisor or a trained employee who has reasonable suspicion of violation of this policy by an employee shall report the matter to their officeholder or department administrator. Failure to do so shall subject the supervisor or the trained employee who has actual knowledge of the violation to disciplinary action. This observation must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior and speech or body odors of the employee.
- (3) Reasonable suspicion testing for alcohol is authorized only if the observation as described in (B) above, is made during, just before, or just after the employee has been, will be, or was performing an employment function. A reasonable suspicion test for alcohol must be conducted within two hours after the employee was notified. If the test is not conducted within two hours, a written record stating the reasons for the delay must be done. If the test is not done within eight hours following the notification, the county shall cease its attempts and state in the record the reason for not administering the test.
- (4) A written record shall be made documenting the employee's conduct with respect to reasonable suspicion and signed by the supervisor who observed the behavior within 24 hours of the observation or before the results of the alcohol test are released, whichever is earlier.

B. Controlled Substances

1. If there is a reasonable suspicion to believe the employee has violated this policy, the employee shall undergo controlled substances testing.
2. Conduct by employees constituting reasonable suspicion must be witnessed by a supervisor or another trained employee. The supervisor or a trained employee who has reasonable suspicion of violation of this policy by an employee shall report the matter to the officeholder or department administrator. Failure to do so shall subject the trained employee who has actual knowledge of the violation to disciplinary action. This observation must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Observation may also include the indications of chronic and withdrawal effects of controlled substances.

3. Reasonable suspicion testing for controlled substances is authorized only if the observation as described in (B) above, is made during, just before, or just after the employee has been, will be, or was performing a work-related function. A reasonable suspicion test for controlled substances must be conducted within two hours after the employee was notified. If the test is not conducted within two hours, a written record stating the reasons for the delay must be done. If the test is not done within eight hours following notification, the county shall cease its attempt to state in the record the reason for not administering the test.
4. A written test shall be made documenting the employee's conduct with respect to reasonable suspicion and signed by the supervisor who observed the behavior within 24 hours of the observation or before the results of the controlled substance are released, whichever is earlier.

C. Post-Accident Testing

Nothing in this policy shall be construed as to require the delay of necessary medical attention for injured person following an accident, or to prohibit a driver from obtaining necessary emergency medical care. Within two (2) hours of a work-related accident, the employee shall be tested for alcohol and controlled substances. If additional time is required in order to provide for medical care, approval must be obtained from the Director of Human resources.

D. Return-To-Duty and Follow-Up Testing

1. RETURN-TO-DUTY: Before an employee returns to duty after engaging in prohibited conduct regarding substance misuse, the employee will be required to take an alcohol and drug test. To return to duty, an employee must have a breath alcohol of under 0.02 and test negative for controlled substances.
2. FOLLOW-UP: any employee who has violated the substance-related prohibitions in this policy shall, after returning to duty, be subject to unannounced follow-up alcohol and drug testing. The number and frequency of the tests shall be determined by a substance abuse professional (SAP) and must consist of at least six tests in the first twelve months following the employee's return to duty.

E. Consequences of Alcohol Misuse and Drug Use

1. No employee who is found to have breath alcohol concentration of 0.02 or greater but less than 0.04 will perform or continue to perform driving functions for the county, nor shall the county permit the employee to perform or continue to perform driving functions until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
2. A first-time offender who tests positive for a controlled substance or has an alcohol concentration of 0.04 or greater will be suspended for at least 30 days without pay. The employee will not be eligible for sick leave or vacation during the suspension.
3. During the suspension, the employee will be referred to a substance abuse professional who can determine what action is needed to assist the driver in resolving their problem of alcohol misuse and drug use. The cost of rehabilitation will be the responsibility of the employee. However, a portion of the medical expenses may be covered by the county group medical insurance plan. An employee's refusal to seek treatment will result in immediate termination of employment.
4. At the end of the suspension and before returning to work, the employee will not perform driving functions unless the employee has:

- a) Been advised of the resources available for evaluating and treating alcohol and/or controlled substance abuse;
 - b) Been evaluated by a substance abuse professional to determine what rehabilitation, if any, is required by the employee and a determination that the employee has successfully complied with any required rehabilitation; and
 - c) Taken a return-to-duty test with either a negative test result for substance abuse or a result of less than 0.02 for alcohol concentration, as applicable. A return-to-duty test that is positive for a controlled substance or greater than 0.02 for alcohol, as applicable will result in termination of employment with the county.
5. An employee who tests positive for the first time and completes their period of suspension, rehabilitation, if required, and subsequent negative testing will be reinstated but will be required to undergo follow-up testing as outlined in Section E herein.
 6. If at any time a driver tests positive a second time, he or she will be terminated immediately from employment with the county.

Section 11-10 Workplace Violence

Due to the increased violence in society, which has also filtered into many workplaces throughout the United States, it is the policy of Franklin County to expressly prohibit any acts or threats of violence by any county employee or former employee against any other employee, visitor, or customer on county property or elsewhere at any time. Workplace violence includes, but is not limited to, physical assaults, verbal assaults, harassment, threats, abusive language, carrying concealed weapons, stalking, or intimidation.

- (a) Any employee who engages in workplace violence or in violence/harassment off-the-job that is work related will be subject to severe disciplinary action, up to and including immediate termination.
- (b) The county will take appropriate action when dealing with employees, former employees, or visitors to county facilities who engage in violent behavior. Such action may include notifying the sheriff, police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- (c) With the exception of law enforcement personnel authorized to possess firearms by the Sheriff, the county prohibits employees, former employees, and visitors from bringing unauthorized firearms or other weapons onto county premises. The carrying of weapons of any kind, except by law enforcement personnel, in county owned vehicles is prohibited.
- (d) Any employee who is the victim of violence or observes such activity is responsible to reporting it to their elected official or department administrator. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible.

Chapter 12

SEPARATION OF EMPLOYMENT

- Employment at Will
- Retirement
- Reduction in Workforce/Layoff
- Payment upon Employment Separation
- Return of County Property

Section 12-1 Employment at Will

Since employment with Franklin County is based on mutual consent, both the employee and the county have the right to terminate at will, with or without cause, at any time. An employee who chooses to resign should give their supervisor written notice stating the reason for leaving as far in advance as possible. The county requests the professional courtesy of a two-week notice.

Section 12-2 Retirement

An employee who chooses to retire should give their supervisor written notice as far in advance as possible and contact the Human Resources Department to file their application for retirement at least 30 days, but no more than 90 days from the date it is to be effective. All LAGERS and CERF retirements are effective on the first day of the month.

Section 12-3 Reduction in Workforce/Layoff

An elected official or department supervisor may separate an employee for non-disciplinary reasons because of lack of funds, lack of work or the elimination of a department or position after giving proper notice. An elected official or department administrator may appoint an employee who is to be laid off to any existing vacancy in a lower job classification for which the employee is qualified. Employee's qualifications, abilities, and demonstrated individual performance will be considered when determining who will be laid off. The county will provide at least two weeks' notice or equivalent compensation to persons being laid off.

Section 12-4 Payment upon Employment Separation

Upon separation of employment due to resignation or death, employees who are not in an introductory status will be paid for unused PTO time that has been earned and accrued up to a maximum of eighty (80) hours. In the event of separation due to death of the employee, compensation will be paid to the employee's beneficiary. In no event shall an employee be paid for unused PTO whose employment is involuntarily terminated. In order to be eligible to be paid for unused PTO an employee's last day worked will be the date for retirement purposes. All employee benefits including, but not limited to, health, dental, vision, and contributions to a retirement plan shall terminate as of the last day of the month at which the employee was physically at work and working a full day in order for the employee to be paid for unused PTO.

Section 12-5 Return of County Property

All separating employees are required to return all Franklin County property, materials, equipment, keys, identification cards including commissions for law enforcement personnel, or other written information issued to them or in their possession or control prior to the separation of employment. The county may withhold from the employee's final paycheck the cost of any items that are not returned for or for damaged county property provided that the employee receives at least the current "minimum wage" as required by federal and state wage and hour laws. Benefits otherwise due to the employees may also be withheld. In addition, the county may take legal actions to recover its property.

Chapter 13

WORKER'S COMPENSATION

Franklin County hereby recognizes and adopts all provisions Missouri Worker's Compensation law.

All employees who suffer what is believed to be work related injury or illness must report such injury or illness as soon as possible after the injury occurs or the onset of the illness. Employees who fail to notify County Representatives (supervisor, department head or elected official) within two (2) days of the injury or illness may jeopardize their ability to receive compensation and any other benefits under Missouri Worker's Compensation law. An employee reporting an injury may be required to submit to drug and alcohol testing.

Franklin County provides a comprehensive workers' compensation insurance program as required by Missouri law. If a county employee sustains an injury or illness in the course of their employment with Franklin County, the following policy and procedure will apply.

(a) Reporting Requirements

All work-related injuries must be reported to the employee's supervisor as soon as possible. State law requires that a Report of Injury form be filed with the insurance carrier within three days of the accident. To report a work-related injury the following reports must be filed with the Human Resources Department no later than the next working day following the incident.

- (1) Division of Workers' Compensation Report of Injury. The supervisor of the injured employee must complete a Report of Injury and notify Human Resources immediately. Employee's Statement of Injury. The injured employee must complete this form on the date the injury occurs unless their injuries are so severe that they are unable to. Witness Statement any witness to the accident must complete a Witness Statement.

(b) Selection of Health Care Provider

According to Missouri Workers' Compensation Law, Section 287.140 RSMo., the County Commission has the right to designate the health care provider for work-related injuries or illness. The County Commission shall from time to time designate the physician who shall serve as the Workers' Compensation physician for the County.

If an employee requires emergency medical attention due to the severity of an injury, the emergency room at the nearest hospital should be used. The employee should inform the emergency room physician as to the name of the County's Worker's Compensation physician.

Employees who do not wish to be treated by the physician designated by the County will be required to seek treatment at their own expense in accordance with Section 287.

(c) Coordination with Other Benefits

All work related injuries or illnesses which meet the FMLA definition of a "serious health condition" and which result in the employee being absent from work shall automatically trigger utilization of time off under FMLA (See 10-1 and following).



COMMISSION ORDER

STATE OF MISSOURI
County of Franklin

} ss.

Tuesday, October 20, 2020
Surplus Property

**IN THE MATTER OF FINDING CERTAIN
EQUIPMENT AS SURPLUS TO THE NEEDS
OF FRANKLIN COUNTY AND FURTHER
AUTHORIZING THE DISPOSAL OF SUCH**

WHEREAS, under Missouri Law the County Commission has custody and control of all real and personal property in the possession of the County; and

WHEREAS, the County Commission may, from time to time, dispose of certain excess property or equipment in a manner in which it deems appropriate and consistent with Missouri Law; and

WHEREAS, the Franklin County Auditor has made application to the County Commission for authority to dispose of certain items described as surplus and outdated that are excess to the need of Franklin County; and

WHEREAS, it is the desire of the Franklin County Commission to dispose of the excess equipment, referenced in attachment, in a manner that assures that the best interests of the citizens of the County have been met.

IT IS THEREFORE ORDERED, by the Franklin County Commission, that said surplus items be disposed of by either submitting such items to Purple Wave, Inc or GovDeals to be auctioned or donated to authorized not-for-profit entities, thrown away, destroyed, or scrapped for salvage value as determined by the office responsible for each such item or used as a trade-in.

IT IS FURTHER ORDERED that a copy of this order be delivered to County Auditor; Angela Gibson; Sheriff Steve Pelton; Ann Struttmann, Purchasing Director; Jeannine Stevens, County Clerk’s Office; Michelle Patke, Highway Department; and Amanda Warnecke, Franklin County Sheriff’s Department.

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

ITEMS TO BE SURPLUSED 10/15/2020

Surplus #	FC TAG#	DEPARTMENT	ITEM DESCRIPTION	SERIAL #	MISC.
967	12683	Assessor	Flat Screen Monitor		Will donate
968	11542	Juvenile	Canon Image Runner	THF00199	Will donate
969		Assessor	Kodiak Scanner		Will try to sell
970	15693	Circuit Clerk	HPZ220 Workstation	2UA2500ZMF	Will donate
971	15888	Circuit Clerk	HPZ220 Workstation	2UA33119P7	Will donate
972	16058	Circuit Clerk	HPZ220 Workstation	2UA3431LPW	Will donate
973	15887	Circuit Clerk	HPZ220 Workstation	2UA33119P6	Will donate
974	15889	Circuit Clerk	HPZ220 Workstation	2UA3310N6H	Will donate
975	16630	Circuit Clerk	HPZ230 Workstation	2UA5492HN9	Will donate
976	15865	Circuit Clerk	HPZ220 Workstation	2UA32101LD	Will donate
977	15863	Circuit Clerk	HPZ220 Workstation	2UA32101LC	Will donate
978	16648	Circuit Clerk	HPZ230 Workstation	2UA54327W0	Will donate
979	15862	Circuit Clerk	HPZ220 Workstation	2UA32101LF	Will donate
980	15864	Circuit Clerk	HPZ220 Workstation	2UA32101LB	Will donate
981	15999	Circuit Clerk	HPZ220 Workstation	2UA3321XYH	Will donate
982	15866	Circuit Clerk	HPZ220 Workstation	2UA32101LG	Will donate
983	15890	Circuit Clerk	HPZ220 Workstation	2UA3310N6G	Will donate
984	13482	Circuit Clerk	HP DC5800 Workstation	MXL8170P0V	Will donate
985	15004	Circuit Clerk	HP Probook 6550b	CNU1271P4V	Will donate
986	13135	Circuit Clerk	Office Chair		Will donate
987	13120	Circuit Clerk	Office Chair		Will donate
988	13247	Circuit Clerk	Office Chair		Will donate
989		Circuit Clerk	Gray Fabric Office Chair		Will donate
990	15570	Circuit Clerk	HP LaserJet Pro 400	VNB4M13915	Will donate
991	14312	Circuit Clerk	HP LaserJet P2055dn Printer	SCNB9N64007	Will donate
992		Circuit Clerk	Qty. 20, 5460 Trodat Stamps		Will throw away
993		Circuit Clerk	5470 Trodat Stamp		Will throw away
994		Planning & Zoning	3 Street Signs		Will recycle



COMMISSION ORDER

STATE OF MISSOURI }
County of Franklin } ss.

Thursday, October 20, 2020
Report

**IN THE MATTER OF
APPROVING THE CONSENT
AGENDA AND ALL THE
ITEMS LISTED THEREON**

WHEREAS, in the course of the daily operation of county government certain routine actions are necessary; and

WHEREAS, certain of the routine items referred to above involve either the issuance of licenses, the receipt of funds or the authorization of accounts payable and/or abstract of fees; and

WHEREAS, the approval of such routine matters can be approved through the use of a "Consent Agenda"; and

WHEREAS, in order to afford a better record of what has been approved through the use of the Consent Agenda it has been determined that it would be appropriate to pass a commission order weekly which approves all items contained in the Consent Agenda.

IT IS THEREFORE ORDERED by the County Commission of Franklin County that the Consent Agenda for October 20, 2020 addressing the below listed items is hereby approved, to wit:

Liquor Licenses: The Twisted Fish; Flair on the Fly – 10/15/2020
Oak and Front
Melvin Brewing Eureka – 10/30/2020
Melvin Brewing Eureka – 10/23/2020

Abstract of Fees: Building Department Fees – September 2020
Recorder of Deeds Fees – September 2020

Auctioneer Licenses:

Other:

Presiding Commissioner

Commissioner of 1st District

Commissioner of 2nd District

BUILDING DEPARTMENT'S MONTHLY REPORT
FUND 450

REPORT FOR MONTH OF SEPTEMBER 2020 OF RECEIPTS
GIVEN TO THE FRANKLIN COUNTY TREASURER

Receipts:

450-000-342-17-00	Sale of Books	\$	0
450-000-342-28-00	Review/Permit Fees	\$	36,834.77
450-000-369-10-00	Forfeited Escrow	\$	550.00
450-000-369-10-00	Miscellaneous	\$	103.80
Total Receipts:		\$	37,488.57

Less Disbursements:

450-661-110	Refunds	\$	632.68
450-632-580-14-00	Miscellaneous	\$	0
450-632-580-11-00	Ending Receipts Balance	\$	36,855.89

COPY OF REGISTER OF RECEIPTS GIVEN TO TREASURER ATTACHED

APPLICATION FOR COUNTY LIQUOR LICENSE

10/2/2020

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer TR Entertainment LLC / Tiffany Ri
Company TR Entertainment LLC

D/B/A (Business Name) The Twisted Fish; Flour on the Fly

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License - Date and Place of Event 10/15/2020 - Four Seasons Florist

For a Catering or Picnic License - Address of Event 211 Elm St., Washington, MO. 63090

All other Licenses - List what type of License applying for: catering permit

560 E 5th Street Washington MO 63090
Business Address City State Zip Code

PO Box 1267 Lake Sherwood MO 63357
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxicating liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 13.⁰⁰ as payment of the fee required by this license.

Tiffany Riou
Signature of State Applicant / Managing Officer

314-568-0191 / flairgur@gmail.c
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

Tina B...
(County Clerk signature)

R FV A B S In Office Use # 26

APPLICATION FOR COUNTY LIQUOR LICENSE

~~July 15, 2020~~ Sept 22, 2020
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI

FILED
TIM BAKER

Name of State Applicant / Managing Officer Tonya Wade

Company Streber Events LLC

SEP 28 2020

D/B/A (Business Name) Oak and Front

CLERK OF THE COUNTY COMMISSION
FRANKLIN COUNTY, MO.
[Signature] DEPUTY

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License – Date and Place of Event _____

For a Catering or Picnic License – Address of Event _____

All other Licenses – List what type of License applying for: Liquor License

120 West Front Street. Suite 200 <u>201</u>	Washington	MO	63090
Business Address	City	State	Zip Code

668 Stablestone Dr.	Chesterfield	MO	63017
Mailing Address (if different than Business Address)	City	State	Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 253.00 ^{190.50} as payment of the fee required by this license.

[Signature: Tonya Wade]

Signature of State Applicant / Managing Officer

661-993-0660/Tonya@mailershaven.com

Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature: Tim Baker]

(County Clerk signature)

R <input checked="" type="checkbox"/>	F <input checked="" type="checkbox"/>	A <input type="checkbox"/>	B <input type="checkbox"/>	S <input checked="" type="checkbox"/>	In Office Use	#18
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APPLICATION FOR COUNTY LIQUOR LICENSE

10/16/20
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Jeffery Fillers

Company Meluh Brewing Eureka LLC

D/B/A (Business Name) Meluh Brewing Eureka

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License – Date and Place of Event 10/30/20 - Veterans Memorial Park

For a Catering or Picnic License – Address of Event Union MO

All other Licenses – List what type of License applying for: Caterer's Permit

110 Hilltop Village Center Dr. Eureka MO 63025
Business Address City State Zip Code

(S.A.A) _____
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 13.⁰⁰ as payment of the fee required by this license.

[Signature]
Signature of State Applicant / Managing Officer

314-803-4032
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

(County Clerk signature)

R ___ F ___ A ___ B ___ S ___ In Office Use ___

APPLICATION FOR COUNTY LIQUOR LICENSE

10/30¹⁶/20
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Jeffrey Fillers

Company Meluh Brewing Eureka LLC

D/B/A (Business Name) Meluh Brewing Eureka

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License – Date and Place of Event 10/23/20 Veterans Memorial Park

For a Catering or Picnic License – Address of Event Union mo

All other Licenses – List what type of License applying for: Caterer's Permit

110 Hilltop Village Center Dr. Eureka mo 63025
Business Address City State Zip Code

(S.A.A.) — — —
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

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[Signature]
Signature of State Applicant / Managing Officer

314-803-4032
Phone Number / Email Address

Return and Make Check Payable to:
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Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

(County Clerk signature)

R ___ F ___ A ___ B ___ S ___ In Office Use ___

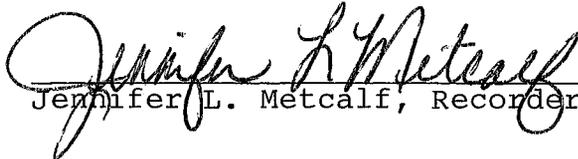
FRANKLIN COUNTY

Fund Transaction Summary With Interest

Criteria: {RPTFranklinFMXFUS01Vw.TndrDate} >=#9/1/2020# AND {RPTFranklinFMXFUS01Vw.TndrDate} <=#9/30/2020#

Account Number	Fund Name	Count	Total Fund Amount
-2	ESCROW PAYMENT FUND	11	5,175.50
	Subtotal for -2:	11	5,175.50
-4	CHARGE FUND	142	9,967.50
	Subtotal for -4:	142	9,967.50
100	GENERAL FUND	3,299	73,713.83
100	GENERAL FUND INTEREST	1	21.28
	Subtotal for 100:	3299 3,300	73,735.11
200	COUNTY SPECIAL TRUST FUND	150	750.00
	Subtotal for 200:	150	750.00
300	NON-STD REC PRES	35	875.00
300	RECORDERS PRESERVATION FUND	2,345	4,690.00
300	RECORDERS PRESERVATION FUND INTEREST	1	3.18
	Subtotal for 300:	2380 2,381	5,568.18
400	6.00 CERF	6	36.00
400	CERF FUND	2,345	16,415.00
400	CERF FUND INTEREST	1	3.84
	Subtotal for 400:	2351 2,352	16,454.84
500	MO CHILDREN'S TRUST COPY FUND	278	2,030.00
500	STATE CHILDRENS TRUST FUND	150	2,250.00
	Subtotal for 500:	428	4,280.00
600	STATE PRESERVATION FUND	2,345	4,690.00
	Subtotal for 600:	2,345	4,690.00
700	MISSOURI HOUSING FUND	2,195	6,585.00
	Subtotal for 700:	2,195	6,585.00
800	STATUTORY POOL FUND	2,195	4,390.00
	Subtotal for 800:	2,195	4,390.00
900	RECORDERS TECHNOLOGY FUND	2,195	2,743.75
	Subtotal for 900:	2,195	2,743.75
Collected Total:			124,372.38
Charged Total:			9,967.50
Grand Total:			134,339.88

End of Report


 Jennifer L. Metcalf, Recorder

FRANKLIN COUNTY

Fee Transaction Summary Report by Account Number

Criteria: {RptFMXFES01_RPTPr.TndrDate} >=#9/1/2020# AND {RptFMXFES01_RPTPr.TndrDate} <=#9/30/2020#

Account Number	Fee Name	Count	Total Fee Amount
1	CERTIFIED ML FEE	278 290	2,610.00
	Subtotal for 1:	278	2,610.00
-1	CHARGE PAYMENT FEE	11	7,645.50
	Subtotal for -1:	11	7,645.50
10	NON STANDARD FEE	36	900.00
	RECORDING FEE	5	25.00
	Subtotal for 10:	41	925.00
-2	ESCROW PAYMENT FEE	11	5,175.50
	Subtotal for -2:	11	5,175.50
20	COPY FEE	282	12,203.00
	Subtotal for 20:	282	12,203.00
21	POSTAGE FEE	238	243.00
	Subtotal for 21:	238	243.00
22	GIS MAPPING FEE	10	1,000.00
	Subtotal for 22:	10	1,000.00
24	MAP FEE	94	418.00
	Subtotal for 24:	94	418.00
32	PLAT FEE	24	1,286.00
	Subtotal for 32:	24	1,286.00
363	COMPUTER SERVICE FEE	39	7,793.58
	Subtotal for 363:	39	7,793.58
374	INTEREST OR INVESTMENT FEE	1	28.30
	Subtotal for 374:	1	28.30
659	REPORT FEE	5	150.00
	Subtotal for 659:	5	150.00
910	MARRIAGE LICENSE FEE	150	6,900.00
	Subtotal for 910:	150	6,900.00
93904	DEED FEE	2,273	87,962.00
	Subtotal for 93904:	2,273	87,962.00
Grand Total:		3,457	134,339.88

End of Report

Comp. Sys. = 7943.58