Opening

I. Call to Order

II. Minutes Approval
   1. Monday, November 25, 2019

III. Public Request for Discussion/Action

IV. Action Items

   a. Commission Order 2019-495 In the Matter of Public Notice for Public Hearing on the Second Proposed Amendment to the Budget of Franklin County for Fiscal Year 2019

   b. Commission Order 2019-496 In the Matter of Approving and Authorizing Execution of a Contract for Services and Related Documents with the Missouri Association of Prosecuting Attorneys

   c. Commission Order 2019-497 In the Matter of Approving a Lease Agreement Pertaining to Real Property Acquired by Franklin County Through Flood Buy-Out Programs


   e. Commission Order 2019-499 Resolution

   f. Commission Order 2019-500 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. Years of Service Recognition

   - Tori Karim – 25 years – Planning and Zoning
   - Cpl. Jerod Blankenship – 15 Years – Sheriff’s Office
   - Tyson Jones – 15 Years – Sheriff’s Office
   - Lt. Adam Albert – 15 Years – Sheriff’s Office
   - Cpl. James Harden – 15 Years – Sheriff’s Office

VII. Adjournment
I. Call to Order

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Present</th>
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<tbody>
<tr>
<td>Presiding Commissioner Tim Brinker</td>
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<tr>
<td>Dave Hinson, 2nd District Commissioner</td>
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<tr>
<td>Todd Boland, 1st District Commissioner</td>
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<tr>
<td>Matt Becker, Prosecuting Attorney</td>
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<tr>
<td>Scottie Eagan, Planning and Zoning</td>
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<tr>
<td>Nichole Zielke, Planning and Zoning</td>
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<tr>
<td>Debbie Aholt, Treasurer</td>
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<tr>
<td>Susan Scott, Building Department</td>
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<tr>
<td>Tammy Vemmer, Auditor</td>
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<tr>
<td>Tom Copeland, Assessor</td>
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<tr>
<td>Lauren Drumm, HR Director</td>
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<tr>
<td>Tim Baker, County Clerk</td>
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<td>Steve Pelton, Sheriff</td>
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<tr>
<td>Angie Hittson, Health Department Director</td>
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<tr>
<td>Angela Gibson, Executive Assistant</td>
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<tr>
<td>Ron Williams, Highway Administrator</td>
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</tbody>
</table>

II. Elected Officials and /Department Heads Monthly Discussion
   a. Each department head and elected official in attendance provides a brief update on their department. No action was taken.

III. Adjournment

Meeting adjourned at 1:30 PM.
County Commission

Regular Meeting Agenda

Tuesday, December 3, 2019  10:00 AM  Commission Chambers

Opening

I. Call to Order

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Present</th>
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<th>Late</th>
<th>Arrived</th>
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<td>First District Commissioner Todd Boland</td>
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<tr>
<td>Second District Commissioner Dave Hinson</td>
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II. Minutes Approval
   1. Monday, November 25, 2019

III. Public Request for Discussion/Action

IV. Action Items
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   b. **Commission Order 2019-496** In the Matter of Approving and Authorizing Execution of a Contract for Services and Related Documents with the Missouri Association of Prosecuting Attorneys
   c. **Commission Order 2019-497** In the Matter of Approving a Lease Agreement Pertaining to Real Property Acquired by Franklin County Through Flood Buy-Out Programs
   d. **Commission Order 2019-498** In the Matter of Approving and Authorizing the Execution of an Application for CNA Healthcare to Provide Physicians Liability Insurance
   e. **Commission Order 2019-499** Resolution

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

VI. Adjournment
I. Call to Order

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</tbody>
</table>

II. Elected Officials and Department Heads Monthly Discussion

   a. Each department head and elected official in attendance provides a brief update on their department. No action was taken.

III. Adjournment

Meeting adjourned at 1:30 PM.
IN THE MATTER OF PUBLIC NOTICE
FOR PUBLIC HEARING ON THE
SECOND PROPOSED AMENDMENT
TO THE BUDGET FOR
FRANKLIN COUNTY FOR FISCAL YEAR 2019

WHEREAS, the Franklin County Commission will hold a public hearing on Wednesday, December 18, 2019 at 10:30 AM in the Franklin County Government Center, Commission Chambers, Union, MO on the proposed amendments to the 2019 budget; and

IT IS THEREFORE ORDERED that a notice of this hearing be published in the Washington Missourian, Wednesday, December 4, 2019 edition.

IT IS FURTHER ORDERED, that a copy of this order to Tambra Vemmer, Franklin County Auditor.

____________________________________
Presiding Commissioner

____________________________________
Commissioner of 1st District

____________________________________
Commissioner of 2nd District
STATE OF MISSOURI  
County of Franklin  

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES AND RELATED DOCUMENTS WITH THE MISSOURI ASSOCIATION OF PROSECUTING ATTORNEYS

WHEREAS, the Missouri Association of Prosecuting Attorneys has obtained grant moneys to be used by certain counties regarding Victims of Crime Act; and

WHEREAS, the Franklin County Prosecuting Attorney’s Office is eligible to and desires to participate in such grant; and

WHEREAS, attached hereto is Contract for Services and related documents pertaining to said program which must be executed in order to participate in the program.

IT IS THEREFORE ORDERED that the Contract for Services, and related documents, from the Missouri Association of Prosecuting Attorneys are hereby approved and that Matthew Becker, Prosecuting Attorney, are authorized to execute said documents on behalf of Franklin County.

IT IS FURTHER ORDERED that one (1) executed copy of said documents and a copy of this Order be provided to the Missouri Association of Prosecuting Attorneys and that a copy of this Order and a copy of said documents be provided to Matthew Becker, Prosecuting Attorney; Christa Buchanan, Clerk’s Office.

____________________________________
Presiding Commissioner

____________________________________
Commissioner of 1st District

____________________________________
Commissioner of 2nd District
The Missouri Association of Prosecuting Attorneys desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor Information:

Contractor Name: Franklin County Prosecuting Attorney's Office
Mailing Address: 
City, State Zip: 

Contact Person Name: Michele Briggs
Contact Person E-Mail Address: m.briggs@franklinmu.net

The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Association of Prosecuting Attorneys Association, a binding contract shall exist with the contractor (subrecipient of VOCA funds).

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

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

Authorized Signature for the Contractor:  
Name and Title: Matthew Becker, Prosecuting Attorney  
Date: 11-21-19

Authorized Signature for the Missouri Association of Prosecuting Attorneys  
Date: 

FUNDING AWARD

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<th>SECTION</th>
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<tr>
<td>PERSONNEL:</td>
<td>$88,208.53(23 months)</td>
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<tr>
<td>BENEFITS:</td>
<td>$66,905.92(23 months FICA/Medical/Life/Dental/Vision/Retirement/WorkComp)</td>
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<td>TRAVEL/TRAINING</td>
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<td>SUPPLIES/OPERATIONS:</td>
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<td>EQUIPMENT:</td>
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<td>CONTRACTUAL:</td>
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<tr>
<td>INDIRECT COSTS:</td>
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<td><strong>TOTALS AND FUNDING PERIODS:</strong></td>
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<tr>
<td>November 1, 2019 – June 30, 2020</td>
<td>$70,146.00</td>
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<tr>
<td>July 1, 2020 – June 30, 2021</td>
<td>$112,233.60</td>
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<tr>
<td>July 1, 2021 – September 30, 2021</td>
<td>$32,734.85</td>
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<td><strong>TOTAL FEDERAL AWARD</strong></td>
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<tr>
<td><strong>CONTRIBUTING MATCH AMOUNT</strong></td>
<td><strong>$77,783.65</strong></td>
</tr>
</tbody>
</table>

The maximum billable amount shall not exceed the totals and funding periods specified above.

VOCA Grant and Direct Services Requirements for MAPA Subrecipients

1. Host counties must designate a fiscal officer.
2. Host counties must have established personnel procedures for hiring and supervision.
3. Advocates must receive a minimum of 15 continuing education hours per project year.
4. New Advocates must attend basic advocacy training within 60 days of hiring.
5. Assure implementation/compliance of Missouri Crime Victims’ Rights.
6. Victim advocates must become Safe at Home application assistants.
8. Submission of all required invoice documentations and follow MAPA VOCA Fiscal Procedures.
9. Use of Karpel for submission of all statistical reports by established due dates for Quarterly Reports.
10. Implement/participate in evaluation tools to fulfill grant objectives.
11. Periodic site visits that include programmatic and financial monitoring and, if necessary, completion of corrective action plans.
12. Advocates must pursue collaborative relationships with community resources and establish a Memorandum of Understanding (MOU) with the community agency collaborative partner.
13. Host county must adhere to the DSS Code of Ethics and Service Standards.
14. MAPA Subrecipients will maintain personnel procedures that complies with 3.15.5 (Federal VOCA requirements below) addressing any intentional acts to defraud the grant and notification to MAPA of any issue of non-compliance.
15. Volunteers at County PA Offices must complete required training and submit timesheets to reflect services provided.

By your signature on Page 1 of this contract, you acknowledge that you have read and agree to abide by the MAPA VOCA requirements and Policies and Procedures.
IN THE MATTER OF APPROVING A LEASE AGREEMENT PERTAINING TO REAL PROPERTY ACQUIRED BY FRANKLIN COUNTY THROUGH FLOOD BUY-OUT PROGRAMS

WHEREAS, as a result of various floods, Franklin County has acquired title to certain flood damaged real property, through flood buy-out programs; and

WHEREAS, in order to prevent the County from having to maintain said property and to place said property back on the tax rolls, it is advisable to lease the subject properties, and

WHEREAS, Michael Rogers, Kathy Rogers and Emily Rogers desire to lease said property for one (1) year from Franklin County as reflected in the Lease Agreement attached hereto and are willing to do so in accordance with the terms of the lease agreement on file with the County Clerk.

IT IS THEREFORE ORDERED that the Presiding Commissioner is hereby authorized to execute on behalf of Franklin County said lease agreement with Michael Rogers, Kathy Rogers and Emily Rogers.

IT IS FURTHER ORDERED that a fully executed copy of the lease agreement is to be provided to Tom Copeland, Assessor; Scottie Eagan, Planning and Zoning Director; Jeannine Stevens, Deputy County Clerk and to Michael, Kathy and Emily Rogers.

______________________________
Presiding Commissioner

______________________________
Commissioner of 1st District

______________________________
Commissioner of 2nd District
AGREEMENT OF LEASE

Agreement and Lease made this 22th day of November, 2019, by and between Franklin County, Missouri hereinafter called “Lessor,” and Michael, Kathy, and Emily Rogers hereinafter called “Lessee.”

Whereas, the Lessor owns certain real estate in unincorporated Franklin County Missouri which was acquired through the “Hazard Mitigation Grant Program”, and

Whereas, the Lessee is desirous of leasing said premises to be used as open space consistent with the requirements of Federal Regulations pertaining to land acquired through the Hazard Mitigation Grant Program. Subject to the terms hereof and the Lessor is willing to lease said land for such purpose.

Now, Therefore, the parties agree as follows:

LEASED PREMISES

The Lessor hereby demises and leases unto the Lessee the following described real estate situated in Franklin County, Missouri, to wit:

SEE EXHIBIT A

I
USE OF DEMISED PREMISES

The demised premises are to be used by the Lessee for agricultural or for other purposes compatible with maintaining such land as open space as such term is defined in 44CFR206.434(d) AND FOR NO OTHER PURPOSES.

II
TERM OF LEASE

The term of this lease shall be for one year commencing on December 21, 2019, and ending on December 21, 2020. The Lessee shall hold said premises hereby leased during the full term of the lease and paying as rent, the sum of $100.00 for said term, payable in full at the commencement of the term. This Agreement is subject to the renewal options as hereinafter set forth. Provided further that in the event Lessor receives notice from the Federal agency which administers the Hazard Mitigation Grant Program that the demised premises is being used in a manner which violates any provision of the governing federal Regulations Lessor shall have the right to terminated this Lease immediately. In addition, in the event Lessor, through its governing body, determines that a public necessity exists which requires the public use of the demised premises Lessor shall have the right to terminate this Lease upon sixty (60) day notice in writing. In the event that the Lease is terminated as a result of action by Lessee all rent paid for the then existing term shall be
forfeited. In the event termination is necessary but is not the fault of Lessee then in such event a prorata portion of the rent paid for the then existing term shall be refunded to Lessee.

III
REAL ESTATE TAXES

The Lessor shall be responsible for paying all real estate taxes, if any, assessed against the subject property.

IV
MAINTENANCE AND USE OF DEMISED PREMISES

Lessee hereby acknowledges that it shall be Lessee's responsibility to properly maintain the demised premises. Lessee shall not construct or build and shall not permit the construction or building of any building or structure on the demised premises and shall not do or permit anything to be done to or on the demised property in violation of the rules and regulations pertaining to the Hazard Mitigation Grant Program, said covenants and restrictions being more specifically set forth on Exhibit B attached hereto and incorporated by reference herein. In addition thereto, this Lease shall be subject to the special restrictions set forth on Exhibit C attached hereto and incorporated by reference herein.

B
ASSIGNMENT

The Lessee shall not assign the lease, nor underlet the whole or any part of the demised premises without first obtaining the written consent of the Lessor.

VI
PAYMENT OF RENT

The Lessee agrees that it will during said term and for such further time as the said Lessee or any person or persons claiming under it shall hold said premises or any part thereof pay unto the Lessor the said annual rent hereinbefore provided for on the first day of each term, or any renewal thereof.

VII
UNLAWFUL, IMPROPER OR OFFENSIVE USE

The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the demised property. Any unlawful, improper or offensive use of the property by Lessee shall result in termination of this Lease.
VIII
NUISANCE

The Lessee shall be responsible and shall pay all damages and charges to the appropriate governmental entity or any others for any nuisance made or suffered during said term on the demised premises.

IX
INSURANCE

The Lessor shall provide, at the sole expense, public liability insurance, in the sum of $300,000.00, or in such other amount which is equal to the maximum amount which a public entity such as Lessor can be held liable for arising out of claims for damages to property or persons and shall provide proof thereof annually to Lessor. Lessee shall have Lessor named as a co-insured for public liability purposes on the demised remises. Lessee agrees to indemnify and hold Lessor harmless for any loss, damage or expense arising out of the direct use and control of the premises by the Lessee.

X
LESSEE’S OBLIGATION AT THE END OF TERM

The Lessee shall at the expiration of said term, unless extended, peaceably yield up to the said Lessor all and singular the premises in such repair as the same are in at the commencement of said term or may be put in by the said Lessor or its representatives during the continuance thereof.

XI
DEFAULT

If THE Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the Lessor to the Lessee specifying such default, then, and in such case, the Lessor or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry and aforesaid the said term shall cease and be ended.
XII
OPTION FOR RENEWAL

THE Lessee shall have the right to renew and extend the term of this lease for ten (10) additional periods of one (1) year each so that in the event all renewal options hereunder are executed by Lessee, Lessee would surrender the demised premises on December 21, 2029. Any renewal shall be upon the same terms, covenants and conditions which are applicable to the original term. This lease shall renew automatically for each of the ten (10) additional terms described above unless either Lessee or Lessor provides notice in writing, to the other party of its intention to vacate the premises at least sixty (60) days prior to the expiration of the then existing term.

XIII
COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case names and express.

This agreement and lease shall be deemed a contract and governed by the laws of the state of Missouri.

XIV
QUIET ENJOYMENT

THE Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Lessee shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Lessor and by any other person or persons.

XV
NOTICES

All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by registered mail and shall be deemed properly given if tendered at the address first above set forth of the party intended to be notified or at such other address as either party shall designate by written notice to the other.

XVI
MECHANIC’S LIENS

Lessee shall have no authority to create any liens for labor or material on or against Lessor’s interest in the premises.
XVII
LESSOR’S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same.

XVIII
WAIVER

The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained. The subsequent acceptance or rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee or any term, covenant, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party’s costs reasonable attorneys’ fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XIX
ATTORNEYS FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party’s costs reasonable attorneys’ fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XX
ENVIRONMENTAL RESPONSIBILITY

Lessee covenants that it will not dispose of or place on the Leased premises any hazardous materials, hazardous substances, asbestos or underground tanks. Lessee will comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter collectively referred to as “Standard”) issued by any federal, state or local governmental body or agency established thereby (hereinafter collectively referred to an “authority”) relating to Lessee’s use, occupancy and maintenance of the Leased premises including, but not limited to, full and complete compliance with all standards, present or future, set by any authority concerning air quality, water quality, noise, hazardous substances and hazardous waste. Lessor agrees to notify Lessor immediately of any claim by or notice from any authority asserting any violation of any standard with respect to the condition, use or occupancy of the Leased premises. Lessee agrees to indemnify, defend and hold Lessor harmless against any claim, damage, liability, cost, penalty, fine or expense (including Lessor’s
attorney's fees, engineering and consulting costs, and Lessor's cost of cleanup, disposal or compliance), resulting from any actual, asserted or threatened violation of any standard with respect to the Leased premise, provided that the actual, asserted or threatened violation occurred during the term of this Lease or as a result of Lessee's use, occupancy, or maintenance of the Leased premises. Lessee's liability pursuant to this Indemnity shall survive the termination of this Lease.

XXI
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease. Feminine or neuter pronouns may be substituted for those of masculine form or vice versa, or the plural may be substituted for the singular or vice versa.

XXII
INTERGRATION

This Lease contains the entire Agreement between the parties.

IN WITNESS WHEREOF the said Parties have hereunto set their hands and seals the day and year first above written.

Michael Rogers
Lessee

Franklin County
BY:_________________________

Kathy Rogers
Lessee

ATTEST:_____________________

Emily M. Rogers
Lessee
EXHIBIT A

Parcel number 30-4-20.0-3-002-058.000 located at 1678 Bert Johnson Lane, St Clair, Missouri.

Lots One (1), Two (2), Eleven (11) and Twelve (12), Block Three (3) of Shady Beach, a subdivision in Section 20, Township 41 North, Range 1 East of the 5th PM, Franklin County, Missouri, as per plat filed of record in Plat Book D, page 44 in the office of the Recorder of Deeds.

Lessor reserves a right of way of thirty (30) feet measured from the centerline of any adjacent County road unless there already exists a right of way of record greater in width.
EXHIBIT B

General Restrictions

1. The property shall be used and maintained for uses compatible with open space, recreational or wetlands practices. In general, allowable open space, recreation, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, pervious parking lots, and buffer zones.

2. No structures shall be built on the subject property.

3. No application for disaster assistance will be made for any purpose with respect to the subject property to any Federal entity or source.

4. Flood control structures, such as a levee, are not compatible with open space use and are therefore prohibited.

5. No new fill is permitted to specifically include filling within any flood way.

6. Grading of land is allowed only to prepare the property for recreational use, if specifically authorized by Lessor and the creation of wetlands.

7. No trees shall be cut or harvested from the subject property.
EXHIBIT C

Specific Restrictions

None
IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR CNA HEALTHCARE TO PROVIDE PHYSICIANS LIABILITY INSURANCE

WHEREAS, Shaukat Thanawalla, M.D. provides medical services to the Franklin County Health Department; and

WHEREAS, since Shaukat Thanawalla, M.D. is an independent health care provider it is necessary that Franklin County obtain professional liability insurance to cover any potential liability of Franklin County; and

WHEREAS, it is the desire and necessity of the Franklin County Health Department to submit an application for professional liability insurance to CNA HEALTHCARE.

IT IS THEREFORE ORDERED that the Application with CNA HEALTHCARE is hereby approved and that the Presiding Commissioner is authorized to execute any and all documents on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order be provided to CNA Healthcare; to Angie Hittson, Health Department Director; and to Ann Struttmann, Purchasing Agent.

____________________________________
Presiding Commissioner

____________________________________
Commissioner of 1st District

____________________________________
Commissioner of 2nd District
**CNA HEALTHCARE**
**CORPORATION/PARTNERSHIP**
**APPLICATION - PHYSICIANS**
**CLAIMS-MADE COVERAGE**

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<td>State</td>
<td>Zip Code</td>
<td>County</td>
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<td>Fax number</td>
<td>Tax I.D. number</td>
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<th>Desired Prior Acts Date</th>
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**Additional Business Locations**

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<th>County</th>
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<tr>
<td>Street Address, City, State</td>
<td>County</td>
</tr>
</tbody>
</table>

**Names and description of all legal entities (Please indicate below if the entity is to be insured).**

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Entity Type (Corporation, Partnership, DBA or Assumed Business Name)</th>
<th>To be insured?</th>
<th>Prior Acts date (If prior acts coverage is requested)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**Desired Limits of Liability:**

- Professional Liability $__________ Each claim/ $__________ Aggregate

**Desired Structure of Coverage:**

- □ Shared Limit – Entity shares in the physician limits of liability with no additional premium.
- □ Separate Limit – Entity is afforded its own limit of liability for additional premium.
Describe the practice for which you are requesting CNA to provide medical professional liability insurance coverage. Please answer all questions completely. If a question does not apply to you, mark “N/A”. Do not leave any questions unanswered. If the Application is accepted, and a medical professional liability insurance policy is issued to your entity, please notify CNA if the practice changes during the year. If additional space is needed, please attach a separate sheet.

1. Describe the ownership of each legal entity listed on the first page: __________________________________________

2. Date the clinic entity was established: __________

3. Number of years at your current office location: _____

4. Please indicate the number of:

<table>
<thead>
<tr>
<th>Full-time physicians</th>
<th>Part-time physicians (25 hours or less per week)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Total that are Independent Contractors*</td>
<td>Space Sharing (Do not include in Total Above)*</td>
<td></td>
</tr>
</tbody>
</table>

*Attach Certificates of Insurance for each physician in the above categories.

5. List all physicians who are practicing in your office or with your group: __________________________________________

6. a. Indicate the number and type of your ancillary staff/physician extenders.

<table>
<thead>
<tr>
<th>Type A</th>
<th>Number</th>
<th>Type B</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurse anesthetist*</td>
<td></td>
<td>Audiologist</td>
<td></td>
</tr>
<tr>
<td>Nurse midwife*</td>
<td></td>
<td>Medical aide</td>
<td></td>
</tr>
<tr>
<td>Nurse practitioner*</td>
<td></td>
<td>Medical lab technician</td>
<td></td>
</tr>
<tr>
<td>O/R technician</td>
<td></td>
<td>Nurse (RN &amp; LPN)</td>
<td></td>
</tr>
<tr>
<td>Physician assistant*</td>
<td></td>
<td>Optometrist/optician</td>
<td></td>
</tr>
<tr>
<td>Podiatrist</td>
<td></td>
<td>Perfusionist</td>
<td></td>
</tr>
<tr>
<td>Surgeon assistant</td>
<td></td>
<td>Physical therapist</td>
<td></td>
</tr>
<tr>
<td>Scrub nurse</td>
<td></td>
<td>Physiotherapist</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Psychologist</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>X-ray technician</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other (please list)</td>
<td></td>
</tr>
</tbody>
</table>

*Ancillary application required.

b. Do any of the ancillary staff/physician extenders listed above in Question 6.a. have medical professional liability insurance coverage independent of you?

☐ No  ☐ Yes

c. Are any of the ancillary staff/physician extenders listed above in Question 6.a. independent contractors?

☐ No  ☐ Yes

If you have responded “Yes” to Question 6.b. or Question 6.c., please attach Certificates of Insurance for those ancillary staff/physician extenders to this Application.
7. Does the clinic own, control, or staff any of the following? Explain any question answered "Yes" on your letterhead as an attachment to this Application.

a. Clinic with inpatient facilities  □ No □ Yes
b. Educational institution  □ No □ Yes
c. Emergency Room/Urgent care center  □ No □ Yes
d. Hospital  □ No □ Yes
e. Laboratory  □ No □ Yes
f. Pharmacy  □ No □ Yes
g. Professional sports team  □ No □ Yes
h. Radiation facility/Mobile diagnostic facility  □ No □ Yes
i. Substance abuse programs  □ No □ Yes
j. Surgicenter/office with surgical suite  □ No □ Yes
k. Walk-in clinic  □ No □ Yes

8. Is the practice engaged in any medical research?  □ No □ Yes
   If "Yes", please explain __________________________

9. Does the practice have any medical-related functions, facilities or programs that are insured by another company or for which you otherwise do not desire CNA coverage?
   □ No □ Yes – If "Yes", please provide details on your letterhead as an attachment to this Application.

10. Within the next 12-month period, does the Practice plan to:
    a. Obtain another operation or entity?  □ No □ Yes
    b. Expand the number of locations?  □ No □ Yes
    c. Eliminate/add current services?  □ No □ Yes

11. Has the practice ever had professional liability insurance coverage provided by CNA?  □ No □ Yes

12. Prior Professional Liability Insurance

<table>
<thead>
<tr>
<th>Name of Insurance Carrier</th>
<th>Policy Number</th>
<th>Prior Acts Date</th>
<th>Policy Limits</th>
<th>Deductible or SIR**</th>
<th>Period of Coverage (Month/Day/Year)</th>
<th>Claims Trigger**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ No □ Yes</td>
<td>From:</td>
<td>Incident Driven</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ No □ Yes</td>
<td>To:</td>
<td>Written Demand</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ No □ Yes</td>
<td>From:</td>
<td>Incident Driven</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>□ No □ Yes</td>
<td>To:</td>
<td>Written Demand</td>
</tr>
</tbody>
</table>

*SIR = Self Insured Retention  **Claims Trigger = Incident Driven allows incident reporting to trigger coverage; Written Demand requires a written demand from the patient to trigger coverage.

13. Has your medical malpractice insurance ever been canceled, suspended, non-renewed or declined?
    □ No □ Yes – If "Yes", please explain: __________________________________________

14. Are you currently insured by a claims-made policy?  □ No □ Yes
    If "Yes":
    A. Are you obtaining or being provided Extended Reporting Period ("tail") coverage from your current insurance company?  □ No □ Yes
    B. Is Prior Acts coverage being requested?  □ No □ Yes

15. Do you carry a separate General Liability and/or Business Owners Policy (BOP)?  □ No □ Yes

16. Do you carry any other type of insurance that provides Premises Liability coverage?  □ No □ Yes

17. Have any claims or suits for alleged malpractice ever been brought against the practice, or are you aware of any circumstances that might lead to such a claim or suit?
    □ No □ Yes – If "Yes", please provide details on your letterhead or complete the Claim/Incident/Suit Supplement Form.

Page 3 of 4

GSL 18787XX 0410
I have answered the questions in the Application to the best of my ability and declare that, to the best of my knowledge, the statements set forth herein are true and correct. My signing of the Application does not bind the Insurance Company to complete the insurance, but it is agreed that this Application shall be the basis of the contract should a policy be issued. It is agreed that this Application shall be on file with CNA and that it shall be deemed to be attached to and made part of the policy, if issued, as if physically attached to the policy.

I hereby request that my Application for insurance coverage under the provisions of the Physicians' Protection Program be submitted for consideration to CNA and its affiliates. Accordingly, I authorize and direct any person or organization whatsoever to release and furnish to CNA and its affiliates any and all information requested which may relate to my insurability under the Physicians' Protection Program.

I hereby represent that the aforementioned statements and answers are correct and complete. I further understand that an incorrect or incomplete statement or answer could void my insurance coverage.

I hereby consent to the review of my Application by the committees appointed by my state medical association/society to review any of my claim information submitted in connection with this Application and the attachments thereto, and any settlements or judgments that may be deemed confidential.

FRAUD NOTICE – WHERE APPLICABLE UNDER THE LAW OF YOUR STATE
WARNING – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to civil fines and criminal penalties. (For DC residents only: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.) (For FL residents only: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.) (For LA residents only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.) (For ME residents only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.) (For NY residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For PA residents only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.) (For TN and WA residents only: Penalties include imprisonment, fines and denial of insurance benefits.) (For VT residents only: any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may be subject to civil fines and criminal penalties.)

Signature of Physician Partner/Shareholder

Date

Name – Please print

THE APPLICATION MUST BE SIGNED AND DATED.

This program is underwritten by and Application is made to one of the CNA Insurance Companies. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2010 CNA. All rights reserved.
CNA HEALTHPRO
PROVIDER QUESTIONNAIRE FOR
EMPLOYED PHYSICIANS
CLAIMS-MADE COVERAGE

In order for you to be considered for coverage, please complete this questionnaire in full and submit along with required attachments and/or supplementary information as requested. Additional information may be required upon review by the Company. If you need additional space to properly respond to a question, please write “see attached” and respond via separate attachment. Please be sure to sign and date this questionnaire.

The following required attachments must be submitted along with this completed SIGNED AND DATED questionnaire.

- Copy of current Insurance Policy Declarations Page if coverage for prior acts is requested.
- Up-to-date Curriculum Vitae/Resume and copy of all active state Medical and Narcotics/DEA License(s).
- Formal, up-to-date loss runs from all prior insurance companies for the past 5 years. A CLAIM / INCIDENT / SUIT SUPPLEMENT form must be completed for each claim, incident and/or suit.

<table>
<thead>
<tr>
<th>PERSONAL/PROFESSIONAL DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (last, first, middle):</td>
</tr>
<tr>
<td>Social Security Number</td>
</tr>
<tr>
<td>□ No □ Yes If “Yes” – details?</td>
</tr>
<tr>
<td>Medical Specialty:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIMARY PRACTICE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Practice Address:</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RESIDENCE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residence Address:</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Desired coverage effective date:</th>
<th>Desired prior acts date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MEDICAL PRACTICE, TRAINING AND LICENSE HISTORY</th>
</tr>
</thead>
</table>

Please answer all questions completely. If a question does not apply to you, mark "N/A" or "0."

1. Number of hours continuing education completed within the past two years: ________ hrs.
2. Percentage of your practice outside of your primary state? ________ % List States: ________
3. Average number of patients seen per week: ________ Average number of hours worked per week: ________

4. In regard to your Medical/DEA License:
   a. Has any State/Medical Board ever refused you a medical license? □ No □ Yes
   b. Has any State/Medical Board ever restricted, suspended or revoked your medical license? □ No □ Yes
   c. Has any State/Medical Board ever imposed a fine or any other obligation? □ No □ Yes
   d. Has any State/Medical Board ever issued a letter of guidance? □ No □ Yes
   e. Has any State/Medical Board ever placed you on probation or restricted your practice? □ No □ Yes
   f. Is your medical license currently under investigation for any reason? □ No □ Yes
   g. Has your Narcotics/DEA license ever been surrendered/refused/suspended/revoked, voluntarily or otherwise? □ No □ Yes

   **IF YES** to any of the above, describe circumstances, outcome, dates and attach copies of any relevant documents:

---

G-119639-KDMC REVISION (072008) - 1 -
5. Have you ever been evaluated, treated or recommended for treatment of alcohol, narcotics or any other substance abuse, sexual addiction or mental illness?  
   □ No  □ Yes  
   [If YES, describe circumstances, outcome, dates, and attach copies of any relevant documents:]  

6. Have you ever been diagnosed with, or treated for, a chronic physical illness and/or disability?  
   □ No  □ Yes  
   [If YES, provide complete details including dates and attach copies of any relevant documents:]  

7. Have you ever been charged with or convicted of a felony or misdemeanor (other than a minor traffic violation)?  
   □ No  □ Yes  
   [If YES, describe circumstances, outcome, dates, and attach any relevant documents:]  

8. Have your hospital privileges ever been suspended, denied, revoked, restricted or otherwise sanctioned?  
   □ No  □ Yes  
   [If YES, explain:]  

--- INSURANCE HISTORY ---  

9. Has your insurance for medical malpractice ever been canceled, suspended, non-renewed or declined?  
   □ No  □ Yes  
   [If YES, please explain:]  

--- CLAIMS HISTORY ---  

a. Has any claim or suit for alleged malpractice ever been brought/filed against you or are you presently involved in malpractice litigation either directly or indirectly?  
   □ No  □ Yes  
   [If YES, how many: [Complete a Claim / Incident / Suit Supplement Form for each]]  

b. Have all circumstances / incidents which you feel might reasonably lead to a claim or suit, even if you have not been made aware of possible litigation and/or believe the circumstance would be without merit, been reported to your present or past insurance carrier(s)?  
   Please select the appropriate response from below:  
   □ N/A  A response of "N/A" means that you are not aware of any circumstances / incidents which might reasonably lead to a claim or suit being brought against you.  
   □ Yes  □ IF YES:  i. How many circumstances / incidents are there? [Complete Supplemental for each]  
   □ No  □ IF NO:  i. How many such circumstances / incidents are there? [Complete Supplemental for each]  

--- AUTHORIZATION ---  

I have answered the questions in the Questionnaire to the best of my ability and declare that, to the best of my knowledge, the statements set forth herein are true and correct. My signing of the Questionnaire does not bind the insurance Company to complete the insurance, but it is agreed that this Questionnaire will form the basis of the contract should coverage be issued.  

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For Pennsylvania Residents only: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to $15,000.) (For Colorado, Tennessee and Virginia Residents only: Penalties may include imprisonment, fines, denial of insurance benefits and civil damages.)  

This program is underwritten by and Application is made to one of the CNA Insurance Companies. CNA is a registered service mark of the CNA Financial Corporation.  

Signature ___________________________  
Date ___________________________  

Name – Please Print ___________________________  

G-119639-KDMC REVISION (072008)  
- 2 -
COMMISSION ORDER

STATE OF MISSOURI  ss.  Tuesday, December 3, 2019
County of Franklin  Budget

IN THE MATTER OF PUBLIC NOTICE
FOR PUBLIC HEARING ON THE
SECOND PROPOSED AMENDMENT
TO THE BUDGET FOR
FRANKLIN COUNTY FOR FISCAL YEAR 2019

WHEREAS, the Franklin County Commission will hold a public hearing on Wednesday, December 18, 2019 at 10:30 AM in the Franklin County Government Center, Commission Chambers, Union, MO on the proposed amendments to the 2019 budget; and

IT IS THEREFORE ORDERED that a notice of this hearing be published in the Washington Missourian, Wednesday, December 4, 2019 edition.

IT IS FURTHER ORDERED, that a copy of this order to Tambra Vemmer, Franklin County Auditor.

____________________________________
Presiding Commissioner

____________________________________
Commissioner of 1st District

____________________________________
Commissioner of 2nd District
COMMISSION ORDER

STATE OF MISSOURI                              ss.                                  County of Franklin  

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES AND RELATED DOCUMENTS WITH THE MISSOURI ASSOCIATION OF PROSECUTING ATTORNEYS

WHEREAS, the Missouri Association of Prosecuting Attorneys has obtained grant moneys to be used by certain counties regarding Victims of Crime Act; and

WHEREAS, the Franklin County Prosecuting Attorney’s Office is eligible to and desires to participate in such grant; and

WHEREAS, attached hereto is Contract for Services and related documents pertaining to said program which must be executed in order to participate in the program.

IT IS THEREFORE ORDERED that the Contract for Services, and related documents, from the Missouri Association of Prosecuting Attorneys are hereby approved and that Matthew Becker, Prosecuting Attorney, are authorized to execute said documents on behalf of Franklin County.

IT IS FURTHER ORDERED that one (1) executed copy of said documents and a copy of this Order be provided to the Missouri Association of Prosecuting Attorneys and that a copy of this Order and a copy of said documents be provided to Matthew Becker, Prosecuting Attorney; Christa Buchanan, Clerk's Office.

____________________________________  
Presiding Commissioner

____________________________________  
Commissioner of 1st District

____________________________________  
Commissioner of 2nd District

Commission Order 2019-496
Contract For Services

Missouri Association of Prosecuting Attorneys
200 Madison, Ste 1060
P.O. Box 899
Jefferson City, MO 65102

Contract #: MAPAFranklin19-21
Title: Victims of Crime Act (VOCA) - Franklin County
Contract Period:
November 1, 2019 through September 30, 2021
DUNS: 014322863  CFDA 16.575
MAPA VOCA ER130200072

The Missouri Association of Prosecuting Attorneys desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor Information:

Contractor Name: Franklin County Prosecuting Attorney's Office
Mailing Address:
City, State Zip:

Contact Person Name: Michele Briggs
Contact Person E-Mail Address: mbriggs@franklinmo.net

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Association of Prosecuting Attorneys Association, a binding contract shall exist with the contractor (subrecipient of VOCA funds).

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

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

[Signature]
Authorized Signature for the Contractor:

[Signature]
Name and Title: Matthew Becker  Prosecuting Attorney  Date: 11-21-19

[Signature]
Authorized Signature for the Missouri Association of Prosecuting Attorneys

[Signature]
Date


## FUNDING AWARD

<table>
<thead>
<tr>
<th>SECTION</th>
<th>FEDERAL AMOUNT</th>
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<tbody>
<tr>
<td>PERSONNEL</td>
<td>$88,208.53 (23 months)</td>
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<tr>
<td>BENEFITS</td>
<td>$66,905.92 (23 months FICA/Medical/Life/Dental/Vision/Retirement/WorkComp)</td>
</tr>
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<td>PRN</td>
<td></td>
</tr>
<tr>
<td>TRAVEL/TRAINING</td>
<td>$</td>
</tr>
<tr>
<td>SUPPLIES/OPERATIONS</td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>CONTRACTUAL</td>
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<tr>
<td>INDIRECT COSTS</td>
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<table>
<thead>
<tr>
<th>TOTALS AND FUNDING PERIODS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1, 2019 – June 30, 2020</td>
<td>$70,146.00</td>
</tr>
<tr>
<td>July 1, 2020 – June 30, 2021</td>
<td>$112,233.60</td>
</tr>
<tr>
<td>July 1, 2021 – September 30, 2021</td>
<td>$32,734.85</td>
</tr>
<tr>
<td>TOTAL FEDERAL AWARD</td>
<td>$215,114.45</td>
</tr>
<tr>
<td>CONTRIBUTING MATCH AMOUNT</td>
<td>$77,783.65</td>
</tr>
</tbody>
</table>

The maximum billable amount shall not exceed the totals and funding periods specified above.

VOCA Grant and Direct Services Requirements for MAPA Subrecipients

1. Host counties must designate a fiscal officer.
2. Host counties must have established personnel procedures for hiring and supervision.
3. Advocates must receive a minimum of 15 continuing education hours per project year.
4. New Advocates must attend basic advocacy training within 60 days of hiring.
5. Assist implementation/compliance of Missouri Crime Victims’ Rights.
6. Victim advocates must become Safe at Home application assistants.
8. Submission of all required invoice documentations and follow MAPA VOCA Fiscal Procedures.
9. Use of Karpel for submission of all statistical reports by established due dates for Quarterly Reports.
10. Implement/participate in evaluation tools to fulfill grant objectives.
11. Periodic site visits that include programmatic and financial monitoring and, if necessary, completion of corrective action plans.
12. Advocates must pursue collaborative relationships with community resources and establish a Memorandum of Understanding (MOU) with the community agency collaborative partner.
13. Host county must adhere to the DSS Code of Ethics and Service Standards.
14. MAPA Subrecipients will maintain personnel procedures that complies with 3.15.5 (Federal VOCA requirements below) addressing any intentional acts to defraud the grant and notification to MAPA of any issue of non-compliance.
15. Volunteers at County PA Offices must complete required training and submit timesheets to reflect services provided.

By your signature on Page 1 of this contract, you acknowledge that you have read and agree to abide by the MAPA VOCA requirements and Policies and Procedures.
IN THE MATTER OF APPROVING A LEASE AGREEMENT PERTAINING TO REAL PROPERTY ACQUIRED BY FRANKLIN COUNTY THROUGH FLOOD BUY-OUT PROGRAMS

WHEREAS, as a result of various floods, Franklin County has acquired title to certain flood damaged real property, through flood buy-out programs; and

WHEREAS, in order to prevent the County from having to maintain said property and to place said property back on the tax rolls, it is advisable to lease the subject properties, and

WHEREAS, Michael Rogers, Kathy Rogers and Emily Rogers desire to lease said property for one (1) year from Franklin County as reflected in the Lease Agreement attached hereto and are willing to do so in accordance with the terms of the lease agreement on file with the County Clerk.

IT IS THEREFORE ORDERED that the Presiding Commissioner is hereby authorized to execute on behalf of Franklin County said lease agreement with Michael Rogers, Kathy Rogers and Emily Rogers.

IT IS FURTHER ORDERED that a fully executed copy of the lease agreement is to be provided to Tom Copeland, Assessor; Scottie Eagan, Planning and Zoning Director; Jeannine Stevens, Deputy County Clerk and to Michael, Kathy and Emily Rogers.

____________________________________
Presiding Commissioner

____________________________________
Commissioner of 1st District

____________________________________
Commissioner of 2nd District
AGREEMENT OF LEASE

Agreement and Lease made this 22 day of November, 2019, by and between Franklin County, Missouri hereinafter called “Lessor,” and Michael, Kathy, and Emily Rogers hereinafter called “Lessee.”

Whereas, the Lessor owns certain real estate in unincorporated Franklin County Missouri which was acquired through the “Hazard Mitigation Grant Program”, and

Whereas, the Lessee is desirous of leasing said premises to be used as open space consistent with the requirements of Federal Regulations pertaining to land acquired through the Hazard Mitigation Grant Program. Subject to the terms hereof and the Lessor is willing to lease said land for such purpose.

Now, Therefore, the parties agree as follows:

LEASED PREMISES

The Lessor hereby demises and leases unto the Lessee the following described real estate situated in Franklin County, Missouri, to wit:

SEE EXHIBIT A

I
USE OF DEMISED PREMISES

The demised premises are to be used by the Lessee for agricultural or for other purposes compatible with maintaining such land as open space as such term is defined in 44CFR206.434(d) AND FOR NO OTHER PURPOSES.

II
TERM OF LEASE

The term of this lease shall be for one year commencing on December 21, 2019, and ending on December 21, 2020. The Lessee shall hold said premises hereby leased during the full term of the lease and paying as rent, the sum of $100.00 for said term, payable in full at the commencement of the term. This Agreement is subject to the renewal options as hereinafter set forth. Provided further that in the event Lessor receives notice from the Federal agency which administers the Hazard Mitigation Grant Program that the demised premises is being used in a manner which violates any provision of the governing federal Regulations Lessor shall have the right to terminated this Lease immediately. In addition, in the event Lessor, through its governing body, determines that a public necessity exists which requires the public use of the demised premises Lessor shall have the right to terminate this Lease upon sixty (60) day notice in writing. In the event that the Lease is terminated as a result of action by Lessee all rent paid for the then existing term shall be
forfeited. In the event termination is necessary but is not the fault of Lessee then in such event a pro rata portion of the rent paid for the then existing term shall be refunded to Lessee.

III
REAL ESTATE TAXES

The Lessor shall be responsible for paying all real estate taxes, if any, assessed against the subject property.

IV
MAINTENANCE AND USE OF DEMISED PREMISES

Lessee hereby acknowledges that it shall be Lessee’s responsibility to properly maintain the demised premises. Lessee shall not construct or build and shall not permit the construction or building of any building or structure on the demised premises and shall not do or permit anything to be done to or on the demised property in violation of the rules and regulations pertaining to the Hazard Mitigation Grant Program, said covenants and restrictions being more specifically set forth on Exhibit B attached hereto and incorporated by reference herein. In addition thereto, this Lease shall be subject to the special restrictions set forth on Exhibit C attached hereto and incorporated by reference herein.

B
ASSIGNMENT

The Lessee shall not assign the lease, nor underlet the whole or any part of the demised premises without first obtaining the written consent of the Lessor.

VI
PAYMENT OF RENT

The Lessee agrees that it will during said term and for such further time as the said Lessee or any person or persons claiming under it shall hold said premises or any part thereof pay unto the Lessor the said annual rent hereinbefore provided for on the first day of each term, or any renewal thereof.

VII
UNLAWFUL, IMPROPER OR OFFENSIVE USE

The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the demised property. Any unlawful, improper or offensive use of the property by Lessee shall result in termination of this Lease.
VIII
NUISANCE

The Lessee shall be responsible and shall pay all damages and charges to the appropriate governmental entity or any others for any nuisance made or suffered during said term on the demised premises.

IX
INSURANCE

The Lessor shall provide, at the sole expense, public liability insurance, in the sum of $300,000.00, or in such other amount which is equal to the maximum amount which a public entity such as Lessor can be held liable for arising out of claims for damages to property or persons and shall provide proof thereof annually to Lessor. Lessee shall have Lessor named as a co-insured for public liability purposes on the demised premises. Lessee agrees to indemnify and hold Lessor harmless for any loss, damage or expense arising out of the direct use and control of the premises by the Lessee.

X
LESSEE'S OBLIGATION AT THE END OF TERM

The Lessee shall at the expiration of said term, unless extended, peaceably yield up to the said Lessor all and singular the premises in such repair as the same are in at the commencement of said term or may be put in by the said Lessor or its representatives during the continuance thereof.

XI
DEFAULT

If THE Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the Lessor to the Lessee specifying such default, then, and in such case, the Lessor or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry and aforesaid the said term shall cease and be ended.
XII
OPTION FOR RENEWAL

THE Lessee shall have the right to renew and extend the term of this lease for ten (10) additional periods of one (1) year each so that in the event all renewal options hereunder are executed by Lessee, Lessee would surrender the demised premises on December 21, 2029. Any renewal shall be upon the same terms, covenants and conditions which are applicable to the original term. This lease shall renew automatically for each of the ten (10) additional terms described above unless either Lessee or Lessor provides notice in writing, to the other party of its intention to vacate the premises at least sixty (60) days prior to the expiration of the then existing term.

XIII
COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case names and express.

This agreement and lease shall be deemed a contract and governed by the laws of the state of Missouri.

XIV
QUIET ENJOYMENT

THE Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Lessee shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Lessor and by any other person or persons.

XV
NOTICES

All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by registered mail and shall be deemed properly given if tendered at the address first above set forth of the party intended to be notified or at such other address as either party shall designate by written notice to the other.

XVI
MECHANIC'S LIENS

Lessee shall have no authority to create any liens for labor or material on or against Lessor’s interest in the premises.
XVII
LESSOR’S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same.

XVIII
WAIVER

The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained. The subsequent acceptance or rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee or any term, covenant, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party’s costs reasonable attorneys’ fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XIX
ATTORNEYS FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party’s costs reasonable attorneys’ fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

XX
ENVIRONMENTAL RESPONSIBILITY

Lessee covenants that it will not dispose of or place on the Leased premises any hazardous materials, hazardous substances, asbestos or underground tanks. Lessee will comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter collectively referred to as “Standard”) issued by any federal, state or local governmental body or agency established thereby (hereinafter collectively referred to an “authority”) relating to Lessee’s use, occupancy and maintenance of the Leased premises including, but not limited to, full and complete compliance with all standards, present or future, set by any authority concerning air quality, water quality, noise, hazardous substances and hazardous waste. Lessor agrees to notify Lessor immediately of any claim by or notice from any authority asserting any violation of any standard with respect to the condition, use or occupancy of the Leased premises. Lessee agrees to indemnify, defend and hold Lessor harmless against any claim, damage, liability, cost, penalty, fine or expense (including Lessor’s
attorney’s fees, engineering and consulting costs, and Lessor’s cost of cleanup, disposal or compliance), resulting from any actual, asserted or threatened violation of any standard with respect to the Leased premise, provided that the actual, asserted or threatened violation occurred during the term of this Lease or as a result of Lessee’s use, occupancy, or maintenance of the Leased premises. Lessee’s liability pursuant to this Indemnity shall survive the termination of this Lease.

XXI
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease. Feminine or neuter pronouns may be substituted for those of masculine form or vice versa, or the plural may be substituted for the singular or vice versa.

XXII
INTERGRATION

This Lease contains the entire Agreement between the parties.

IN WITNESS WHEREOF the said Parties have hereunto set their hands and seals the day and year first above written.

Michael Rogers

Lessee

Franklin County

BY: _______________________

Kathy Rogers

Lessee

ATTEST: ___________________

Emily M. Rogers
Lessee
EXHIBIT A

Parcel number 30-4-20.0-3-002-058.000 located at 1678 Bert Johnson Lane, St Clair, Missouri.

Lots One (1), Two (2), Eleven (11) and Twelve (12), Block Three (3) of Shady Beach, a subdivision in Section 20, Township 41 North, Range 1 East of the 5th PM, Franklin County, Missouri, as per plat filed of record in Plat Book D, page 44 in the office of the Recorder of Deeds.

Lessor reserves a right of way of thirty (30) feet measured from the centerline of any adjacent County road unless there already exists a right of way of record greater in width.
EXHIBIT B

General Restrictions

1. The property shall be used and maintained for uses compatible with open space, recreational or wetlands practices. In general, allowable open space, recreation, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, pervious parking lots, and buffer zones.

2. No structures shall be built on the subject property.

3. No application for disaster assistance will be made for any purpose with respect to the subject property to any Federal entity or source.

4. Flood control structures, such as a levee, are not compatible with open space use and are therefore prohibited.

5. No new fill is permitted to specifically include filling within any flood way.

6. Grading of land is allowed only to prepare the property for recreational use, if specifically authorized by Lessor and the creation of wetlands.

7. No trees shall be cut or harvested from the subject property.
EXHIBIT C

Specific Restrictions

None
IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR CNA HEALTHCARE TO PROVIDE PHYSICIANS LIABILITY INSURANCE

WHEREAS, Shaukat Thanawalla, M.D. provides medical services to the Franklin County Health Department; and

WHEREAS, since Shaukat Thanawalla, M.D. is an independent health care provider it is necessary that Franklin County obtain professional liability insurance to cover any potential liability of Franklin County; and

WHEREAS, it is the desire and necessity of the Franklin County Health Department to submit an application for professional liability insurance to CNA HEALTHCARE.

IT IS THEREFORE ORDERED that the Application with CNA HEALTHCARE is hereby approved and that the Presiding Commissioner is authorized to execute any and all documents on behalf of Franklin County.

IT IS FURTHER ORDERED that a copy of this Order be provided to CNA Healthcare; to Angie Hittson, Health Department Director; and to Ann Struttmann, Purchasing Agent.

____________________________________
Presiding Commissioner

____________________________________
Commissioner of 1st District

____________________________________
Commissioner of 2nd District
CNA HEALTHCARE
CORPORATION/PARTNERSHIP
APPLICATION - PHYSICIANS
CLAIMS-MADE COVERAGE

Business Name

Primary address | City | State | Zip Code | County
Mailing address (if different from above) | City | State | Zip Code | County
Telephone number | Fax number | Tax I.D. number

Desired Effective Date | Desired Prior Acts Date

Additional Business Locations

Street Address, City, State | County
Street Address, City, State | County

Names and description of all legal entities (Please indicate below if the entity is to be insured).

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Entity Type (Corporation, Partnership, DBA or Assumed Business Name)</th>
<th>To be insured?</th>
<th>Prior Acts date (If prior acts coverage is requested)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Desired Limits of Liability:

Professional Liability $__________ Each claim/ $__________ Aggregate

Desired Structure of Coverage:

☐ Shared Limit – Entity shares in the physician limits of liability with no additional premium.
☐ Separate Limit – Entity is afforded its own limit of liability for additional premium.
Describe the practice for which you are requesting CNA to provide medical professional liability insurance coverage. Please answer all questions completely. If a question does not apply to you, mark "N/A". Do not leave any questions unanswered. If the Application is accepted, and a medical professional liability insurance policy is issued to your entity, please notify CNA if the practice changes during the year. If additional space is needed, please attach a separate sheet.

1. Describe the ownership of each legal entity listed on the first page: ________________________________

2. Date the clinic entity was established: ______________

3. Number of years at your current office location: ___________

4. Please indicate the number of:

<table>
<thead>
<tr>
<th>Full-time physicians</th>
<th>Part-time physicians (25 hours or less per week)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number that are Independent Contractors*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space Sharing (Do not include in Total Above)*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Attach Certificates of Insurance for each physician in the above categories.

5. List all physicians who are practicing in your office or with your group: ________________________________

6. a. Indicate the number and type of your ancillary staff/physician extenders.

<table>
<thead>
<tr>
<th>Type A</th>
<th>Type B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurse anesthetist*</td>
<td>Audiologist</td>
</tr>
<tr>
<td>Nurse midwife*</td>
<td>Medical aide</td>
</tr>
<tr>
<td>Nurse practitioner*</td>
<td>Medical lab technician</td>
</tr>
<tr>
<td>O/R technician</td>
<td>Nurse (RN &amp; LPN)</td>
</tr>
<tr>
<td>Physician assistant*</td>
<td>Optometrist/optician</td>
</tr>
<tr>
<td>Podiatrist</td>
<td>Perfusionist</td>
</tr>
<tr>
<td>Surgeon assistant</td>
<td>Physical therapist</td>
</tr>
<tr>
<td>Scrub nurse</td>
<td>Physiotherapist</td>
</tr>
<tr>
<td>*Ancillary application required.</td>
<td>Psychologist</td>
</tr>
<tr>
<td>X-ray technician</td>
<td></td>
</tr>
<tr>
<td>Other (please list)</td>
<td></td>
</tr>
</tbody>
</table>

b. Do any of the ancillary staff/physician extenders listed above in Question 6.a. have medical professional liability insurance coverage independent of you?

☐ No ☐ Yes

c. Are any of the ancillary staff/physician extenders listed above in Question 6.a. independent contractors?

☐ No ☐ Yes

If you have responded "Yes" to Question 6.b. or Question 6.c., please attach Certificates of Insurance for those ancillary staff/physician extenders to this Application.
7. Does the clinic own, control, or staff any of the following? Explain any question answered “Yes” on your letterhead as an attachment to this Application.
   a. Clinic with inpatient facilities ☐ No ☐ Yes
   b. Educational institution ☐ No ☐ Yes
   c. Emergency Room/Urgent care center ☐ No ☐ Yes
   d. Hospital ☐ No ☐ Yes
   e. Laboratory ☐ No ☐ Yes
   f. Pharmacy ☐ No ☐ Yes
   g. Professional sports team ☐ No ☐ Yes
   h. Radiation facility/Mobile diagnostic facility ☐ No ☐ Yes
   i. Substance abuse programs ☐ No ☐ Yes
   j. Surgicenter/office with surgical suite ☐ No ☐ Yes
   k. Walk-in clinic ☐ No ☐ Yes

8. Is the practice engaged in any medical research? ☐ No ☐ Yes
   If “Yes”, please explain ________________________________

9. Does the practice have any medical-related functions, facilities or programs that are insured by another company or for which you otherwise do not desire CNA coverage?
   ☐ No ☐ Yes – If “Yes”, please provide details on your letterhead as an attachment to this Application.

10. Within the next 12-month period, does the Practice plan to:
   a. Obtain another operation or entity? ☐ No ☐ Yes
   b. Expand the number of locations? ☐ No ☐ Yes
   c. Eliminate/add current services? ☐ No ☐ Yes

11. Has the practice ever had professional liability insurance coverage provided by CNA? ☐ No ☐ Yes

12. Prior Professional Liability Insurance

<table>
<thead>
<tr>
<th>Name of Insurance Carrier</th>
<th>Policy Number</th>
<th>Prior Acts Date</th>
<th>Policy Limits</th>
<th>Deductible or SIR**</th>
<th>Period of Coverage (Month/Day/Year)</th>
<th>Claims Trigger**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>From: To: Incident Driven Written Demand</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>From: To: Incident Driven Written Demand</td>
<td></td>
</tr>
</tbody>
</table>

   * SIR = Self Insured Retention
   ** Claims Trigger = Incident Driven allows incident reporting to trigger coverage; Written Demand requires a written demand from the patient to trigger coverage.

13. Has your medical malpractice insurance ever been canceled, suspended, non-renewed or declined?
   ☐ No ☐ Yes – If “Yes”, please explain: ________________________________

14. Are you currently insured by a claims-made policy? ☐ No ☐ Yes
   If “Yes”:
   A. Are you obtaining or being provided Extended Reporting Period (“tail”) coverage from your current insurance company?
      ☐ No ☐ Yes
   B. Is Prior Acts coverage being requested?
      ☐ No ☐ Yes

15. Do you carry a separate General Liability and/or Business Owners Policy (BOP)? ☐ No ☐ Yes

16. Do you carry any other type of insurance that provides Premises Liability coverage? ☐ No ☐ Yes

17. Have any claims or suits for alleged malpractice ever been brought against the practice, or are you aware of any circumstances that might lead to such a claim or suit?
   ☐ No ☐ Yes – If “Yes”, please provide details on your letterhead or complete the Claim/Incident/Suit Supplement Form.

Page 3 of 4

GSL 18787XX 0410
AUTHORIZATION

I have answered the questions in the Application to the best of my ability and declare that, to the best of my knowledge, the statements set forth herein are true and correct. My signing of the Application does not bind the Insurance Company to complete the insurance, but it is agreed that this Application shall be the basis of the contract should a policy be issued. It is agreed that this Application shall be on file with CNA and that it shall be deemed to be attached to and made part of the policy, if issued, as if physically attached to the policy.

I hereby request that my Application for insurance coverage under the provisions of the Physicians’ Protection Program be submitted for consideration to CNA and its affiliates. Accordingly, I authorize and direct any person or organization whatsoever to release and furnish to CNA and its affiliates any and all information requested which may relate to my insurability under the Physicians’ Protection Program.

I hereby represent that the aforementioned statements and answers are correct and complete. I further understand that an incorrect or incomplete statement or answer could void my insurance coverage.

I hereby consent to the review of my Application by the committees appointed by my state medical association/society to review any of my claim information submitted in connection with this Application and the attachments thereto, and any settlements or judgments that may be deemed confidential.

FRAUD NOTICE — WHERE APPLICABLE UNDER THE LAW OF YOUR STATE
WARNING — Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may be subject to civil fines and criminal penalties. (For DC residents only: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.) (For FL residents only: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.) (For LA residents only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.) (For ME residents only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.) (For NY residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For PA residents only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.) (For TN and WA residents only: Penalties include imprisonment, fines and denial of insurance benefits.) (For VT residents only: any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may be subject to civil fines and criminal penalties.)

Signature of Physician Partner/Shareholder

Date

Name – Please print

THE APPLICATION MUST BE SIGNED AND DATED.

This program is underwritten by and Application is made to one of the CNA Insurance Companies. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2010 CNA. All rights reserved.
CNA HEALTHPRO
PROVIDER QUESTIONNAIRE FOR
EMPLOYED PHYSICIANS
CLAIMS-MADE COVERAGE

In order for you to be considered for coverage, please complete this questionnaire in full and submit along with required attachments and/or supplementary information as requested. Additional information may be required upon review by the Company. If you need additional space to properly respond to a question, please write "see attached" and respond via separate attachment. Please be sure to sign and date this questionnaire.

➢ The following required attachments must be submitted along with this completed SIGNED AND DATED questionnaire.

☐ Copy of current Insurance Policy Declarations Page IF coverage for prior acts is requested.
☐ Up-to-date Curriculum Vitae/Resume and copy of all active state Medical and Narcotics/DEA License(s).
☐ Formal up-to-date loss runs from all prior insurance companies for the past 5 years. A CLAIM / INCIDENT / SUIT SUPPLEMENT form must be completed for each claim, incident and/or suit.

<table>
<thead>
<tr>
<th>PERSONAL/PROFESSIONAL DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (last, first, middle,):</td>
</tr>
<tr>
<td>Have you ever practiced under a name other than as it appears on your medical license?</td>
</tr>
<tr>
<td>No ☐ Yes ☐ If &quot;Yes&quot; - details:</td>
</tr>
<tr>
<td>Medical Specialty:</td>
</tr>
<tr>
<td>Designation</td>
</tr>
<tr>
<td>☐ MD ☐ DO</td>
</tr>
<tr>
<td>Primary Practice Address: City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Residence Address: City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>Desired coverage effective date:</td>
</tr>
<tr>
<td>Desired prior acts date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEDICAL PRACTICE, TRAINING AND LICENSE HISTORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please answer all questions completely. If a question does not apply to you, mark &quot;N/A&quot; or &quot;0.&quot;</td>
</tr>
<tr>
<td>1. Number of hours continuing education completed within the past two years: __________ hrs.</td>
</tr>
<tr>
<td>2. Percentage of your practice outside of your primary state? __________ % List States: __________________</td>
</tr>
<tr>
<td>3. Average number of patients seen per week: __________ Average number of hours worked per week: __________</td>
</tr>
<tr>
<td>4. In regard to your Medical/DEA License:</td>
</tr>
<tr>
<td>a. Has any State/Medical Board ever refused you a medical license? ☐ No ☐ Yes</td>
</tr>
<tr>
<td>b. Has any State/Medical Board ever restricted, suspended or revoked your medical license? ☐ No ☐ Yes</td>
</tr>
<tr>
<td>c. Has any State/Medical Board ever imposed a fine or any other obligation? ☐ No ☐ Yes</td>
</tr>
<tr>
<td>d. Has any State/Medical Board ever issued a letter of guidance? ☐ No ☐ Yes</td>
</tr>
<tr>
<td>e. Has any State/Medical Board ever placed you on probation or restricted your practice? ☐ No ☐ Yes</td>
</tr>
<tr>
<td>f. Is your medical license currently under investigation for any reason? ☐ No ☐ Yes</td>
</tr>
<tr>
<td>g. Has your Narcotics/DEA license ever been surrendered/refused/suspended/revoked, voluntarily or otherwise? ☐ No ☐ Yes</td>
</tr>
</tbody>
</table>

IF YES to any of the above, describe circumstances, outcome, dates and attach copies of any relevant documents:

G-119639-KDMC REVISION (072008) - 1 -
5. Have you ever been evaluated, treated or recommended for treatment of alcohol, narcotics or any other substance abuse, sexual addiction or mental illness?  
   IF YES, describe circumstances, outcome, dates, and attach copies of any relevant documents:  
   □ No □ Yes

6. Have you ever been diagnosed with, or treated for, a chronic physical illness and/or disability?  
   IF YES, provide complete details including dates and attach copies of any relevant documents:  
   □ No □ Yes

7. Have you ever been charged with or convicted of a felony or misdemeanor (other than a minor traffic violation)?  
   IF YES, describe circumstances, outcome, dates, and attach any relevant documents:  
   □ No □ Yes

8. Have your hospital privileges ever been suspended, denied, revoked, restricted or otherwise sanctioned?  
   IF YES, explain:  
   □ No □ Yes

Insurance History

9. Has your insurance for medical malpractice ever been canceled, suspended, non-renewed or declined?  
   IF YES, please explain:  
   □ No □ Yes

Claims History

a. Has any claim or suit for alleged malpractice ever been brought/filed against you or are you presently involved in malpractice litigation either directly or indirectly?  
   □ No □ Yes
   IF YES, how many: Complete a Claim / Incident / Suit Supplement Form for each.

b. Have all circumstances / incidents which you feel might reasonably lead to a claim or suit, even if you have not been made aware of possible litigation and/or believe the circumstance would be without merit, been reported to your present or past insurance carrier(s)?  
   Please select the appropriate response from below:
   □ N/A  
   □ Yes  
   □ No  
   N/A  
   □ Yes  
   □ No  
   A response of "N/A" means that you are not aware of any circumstances / incidents which might reasonably lead to a claim or suit being brought against you.
   □ Yes  
   □ No  
   How many such circumstances / incidents are there? Complete Supplemental for each
   □ Yes  
   □ No  
   How many such circumstances / incidents are there? Complete Supplemental for each

Authorization

I have answered the questions in the Questionnaire to the best of my ability and declare that, to the best of my knowledge, the statements set forth herein are true and correct. My signing of the Questionnaire does not bind the insurance Company to complete the insurance, but it is agreed that this Questionnaire will form the basis of the contract should coverage be issued.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For Pennsylvania Residents only: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven year and payment of a fine of up to $15,000.) (For Colorado, Tennessee and Virginia Residents only: Penalties may include imprisonment, fines, denial of insurance benefits and civil damages.)

This program is underwritten by and Application is made to one of the CNA Insurance Companies. CNA is a registered service mark of the CNA Financial Corporation.

Signature ___________________________ Date ___________________________

Name – Please Print ___________________________
RESOLUTION

WHEREAS, Franklin County has a long and historic tradition of high school programs, both academic and extracurricular, which have excelled on the state level by winning State Championships and other recognition; and

WHEREAS, the St. Francis Borgia Regional High School Girls Varsity Volleyball Team has this year continued such glorious tradition by winning for the 11th time in the school’s history the state volleyball championship defeating Logan-Rogersville in the final game; and

WHEREAS, in addition to winning the state championship the members of the Borgia Girls Varsity Volleyball team had a magnificent season in compiling a record of 33-4-1 under Head Coach C.J. Steiger; and

WHEREAS, the performance by the Borgia Lady Knights brings great credit upon themselves, their school and Franklin County.

BE IT THEREFORE RESOLVED by the Franklin County Commission that the members of the Borgia Lady Knights volleyball team should be and hereby are recognized for their outstanding performance in winning the 2019 Missouri Class 3 Girls State Volleyball Championship.

BE IT FURTHER RESOLVED that the coaches of the Borgia Lady Knights varsity volleyball team and the parents of each of the Lady Knights are also hereby congratulated and thanked for their unending support of the program which has brought great honor and credit to our Great County.

______________________________
Presiding Commissioner

______________________________
Commissioner of 1st District

______________________________
Commissioner of 2nd District
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 December 3, 2019 addressing the below listed items is hereby approved, to wit:

Fees:

Liquor Licenses: St. John the Baptist – St. John’s Dartball Tournament 12/7/19

Auctioneer License:

Other:

______________________________
Presiding Commissioner

______________________________
Commissioner of 1st District

______________________________
Commissioner of 2nd District
APPLICATION FOR COUNTY LIQUOR LICENSE

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer  Joan M. Knight
Company  St. John the Baptist School
D/B/A (Business Name)

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  St. John’s Dartball Tournament
For a Catering or Picnic License – Address of Event  5579 Gildehaus Road Villa Ridge MO

All other Licenses – List what type of License applying for:

5579 Gildehaus Road
Business Address  Villa Ridge  MO  63089

Same as above
Mailing Address (if different than Business Address)  City  State  Zip Code

I, hereby certify that I am a qualified legal voter and paying 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 hereafter issued to me been revoked, nor do I employ any person who has been convicted of such violation 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 hereafter 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 $ 28.00  as payment of the fee required by this license.

Signature of State Applicant / Managing Officer  joanmkn@sjigschool.org
Subscribed and sworn before me this 25th day of October 2019

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 or Public Notary Signature)

Rita J. Voss
Notary Public - Notary Seal
Franklin County
State of Missouri
My Commission Exp. August 23, 2020
#12410708

\[\text{Signature} \]

\[\text{Phone Number / Email Address} \]

\[\text{In Office Use  25} \]