



# County Commission

400 East Locust Street, Room 201

## Regular Meeting

Union, MO 63084

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

### Agenda

Tuesday, September 24, 2019

10:00 AM

Commission Chambers

#### Opening

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
First District Commissioner Todd Boland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Second District Commissioner Dave Hinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### II. Minutes Approval

1. Tuesday, September 17, 2019
2. Thursday, September 19, 2019

#### III. Public Request for Discussion/Action

#### IV. Action Items

- Commission Order 2019-400** In the Matter of Approving a Renewal of a Memorandum of Understanding Between Franklin County and the Missouri Department of Health and Senior Services
- Commission Order 2019-401** In the Matter of Approving and Authorizing Execution of a Program Services Contract with the Missouri Department of Health and Senior Services WIC Local Agency Nutrition Services
- Commission Order 2019-402** In the Matter of Approving and Authorizing Execution of a Service Agreement with Drexel Technologies for Recorder of Deeds
- Commission Order 2019-403** In the Matter of Approving and Authorizing Execution of an Agreement with Karpel Solutions for a Criminal Case Management System
- Commission Order 2019-404** In the Matter of Rejecting the Bid Submitted for Rebinding of Historical Books
- Commission Order 2019-405** In the Matter of Apportionment of County School Interest of Fines and Forfeitures for the Year Ending September 30, 2019
- Commission Order No. 2019-406** In the Matter of Finding Certain Equipment as Surplus to the Needs of Franklin County and Further Authorizing Disposal of Such

**h. Commission Order No. 2019-407** 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. Retirement Recognition – James P. Lashley – 32 Years**

**VII. Adjournment**



# County Commission

400 East Locust Street, Room 201

## Regular Meeting

Union, MO 63084

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

### MINUTES

Tuesday, September 17, 2019

10:00 AM

Commission Chambers

#### Opening

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Angela Gibson, Executive Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Jeffrey Oberkramer, citizen	<input checked="" type="checkbox"/>			
Monte Miller, Missourian	<input checked="" type="checkbox"/>			
Tim Baker, County Clerk	<input checked="" type="checkbox"/>			
Doug Trentmann, County Collector	<input checked="" type="checkbox"/>			
Tony Henry, Maintenance Director	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director	<input checked="" type="checkbox"/>			
Deputy Pendleton	<input checked="" type="checkbox"/>			
Debbie Aholt, Treasurer	<input checked="" type="checkbox"/>			
Tammy Vemmer, Auditor	<input checked="" type="checkbox"/>			

#### II. Minutes Approval

##### 1. Tuesday, September 10, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

##### 2. Thursday, September 12, 2019

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**III. Public Request for Discussion/Action**

Jeffrey Oberkramer, 466 Elm Street Villa Ridge, Missouri, signed up for public comment. Oberkramer addresses the Commission to report he was at a Commission meeting 3 months ago to make a report on his neighbor(s) residence, trash and suspicious activity. Oberkramer informed the Commission that the neighbor’s residence still has trash everywhere and there is still suspicious activity occurring on a regular basis. Oberkramer states that he has made reports to the Franklin County Sheriff’s Office, Planning and Zoning and the Narcotics Unit and nothing has been done. Oberkramer states there are people walking around doing drugs in plain sight and that his wife is scared to go outside. Oberkramer asks the Commission what he should do at this point. Oberkramer states that he has a gun. Oberkramer states that he will end up in jail. Presiding Commissioner Brinker responds to Oberkramer advising him to continue reporting incidents to the Franklin County Sheriff’s Office. Presiding Commissioner further instructs Oberkramer to email any photos of the property to the Commission and the photos will be forwarded to Planning and Zoning.

**IV. Action Items**

- a. **Commission Order 2019-398** In the Matter of Approving the Information Technology and Maintenance Agreement with AQM, Inc.

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- b. **Commission Order 2019-399** In the Matter of Approving the Consent Agenda and the Items Listed Thereon

Voter Name	Motion	Second	Aye
Second District Commissioner Dave Hinson		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

**V. Discussion Items and Reports**

- A. Elected Official and Departmental Reports  
None

- B. Commission Discussion  
Presiding Commissioner Brinker – The Scenic Regional Library in Union had their grand opening ceremony on Saturday, September 14, 2019. Presiding Commissioner thanks the President of the Union Scenic Regional Library and Jay Ashcroft, Secretary of State, for attending the ceremony.

The Workforce Development Board met on Friday, September 13, 2019 and reports show unemployment rates in Franklin County are 3.2%.

Friday, September 20, 2019, there is a POW/MIA Recognition day at 10:00 a.m. at the Krog Park in Washington, MO.

**VI. Adjournment**  
Motion to adjourn meeting at 10:25 a.m.

<b>Voter Name</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Presiding Commissioner Tim Brinker			<input checked="" type="checkbox"/>
First District Commissioner Todd Boland		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



# County Commission

400 East Locust Street, Room 201  
Union, MO 63084

## Working Session

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

### MINUTES

Angela Gibson

Thursday, September 19, 2019

1:15 PM

Commission Conf. Room

#### I. Call to Order

Attendee Name	Present	Absent	Late	Arrived
Presiding Commissioner Tim Brinker	<input checked="" type="checkbox"/>			
Second District Commissioner Dave Hinson	<input checked="" type="checkbox"/>			
First District Commissioner Todd Boland	<input checked="" type="checkbox"/>			
Angela Gibson, Assistant	<input checked="" type="checkbox"/>			
Mark Piontek, County Counselor	<input checked="" type="checkbox"/>			
Lauren Drumm, HR Director				

#### II. Commission Workshop Meeting

- Lauren Drumm, HR Director, provided information to the Commission on PHMP representatives being available at the County from September 30, 2019 to October 4, 2019 to provide employee's information on the plan benefits.
- Discussion was held on upcoming action items.

#### III. Adjournment

Nothing further to discuss. Meeting adjourned at 1:30 p.m.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, September 24, 2019  
Contract/Agreements

## IN THE MATTER OF APPROVING A RENEWAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN FRANKLIN COUNTY AND THE MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

**WHEREAS**, the Missouri Department of Health and Senior Services, an agency of the State of Missouri, desires to renew a Memorandum of Understanding with the Franklin County Health Department, an agency of Franklin County, with regard to the Missouri State Public Health Laboratory (SPHL) OpenELIS Web Portal; and

**WHEREAS**, Franklin County agrees to comply with all rules and regulations of the SPHL and to perform all other obligations required by the Memorandum of Understanding, a copy of which is attached hereto; and

**WHEREAS**, Section 432.070 RSMo, authorizes agents duly appointed by the governing body in writing to execute contracts and agreements on behalf of the governing body; and

**WHEREAS**, the County Commission hereby finds and determines that it is in the best interest of Franklin County to approve the renewal of the Memorandum of Understanding and to authorize the execution thereof.

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

**IT IS FURTHER ORDERED** that Angie Hittson shall provide an executed copy of said Memorandum of Understanding and a copy of this Order to the State of Missouri Department of Health and Senior Services and that a copy of said Memorandum of Understanding and Order to Ann Struttmann, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

**RENEWAL 002**  
**of the MEMORANDUM of AGREEMENT**  
**Between**  
**The MISSOURI DEPARTMENT of HEALTH and SENIOR SERVICES**  
**And**  
**FRANKLIN COUNTY DEPARTMENT OF HEALTH**

**I. Background**

On 10/17/2017 , the Missouri Department of Health and Senior Services (DHSS) and  
FRANKLIN COUNTY DEPARTMENT OF HEALTH  
(Facility) (collectively, the "Parties") entered into a Memorandum of Agreement ("Agreement") to  
provide the Facility with secure access to the Missouri State Public Health Laboratory (SPHL)  
OpenELIS Web Portal. The Agreement was effective from 10/17/2017 through 10/16/2018 .

Under the Terms of Agreement, the Parties agreed that the Agreement may be renewed for four (4)  
additional one (1) year periods by written agreement of the parties. The first of these renewals was  
effective from 10/17/2018 through 10/16/2019. This document serves as Renewal 002.

**II. Review**

In the Agreement, Facility agreed that, as part of the renewal process, it would review the list of its  
staff who have access to the OpenELIS Web Portal to ensure that only staff members who still need  
OpenELIS Web Portal access have access and that the access for all staff members who no longer need  
access has been revoked. Facility has completed its review and the updated list of staff has been attached  
to this Renewal as Exhibit 1 and is incorporated as if fully set forth herein.

**III. Renewal**

Pursuant to the Terms of Agreement, both Parties have reviewed the terms of the Agreement and  
have agreed to renew the MOA. Accordingly, the Parties hereby renew the Agreement for one year,  
effective 10/17/2019 .

IN WITNESS WHEREOF, the parties hereunto subscribed their names.

\_\_\_\_\_  
Director, Division of Administration or Designee  
Division of Administration  
Missouri Department of Health and Senior Services

\_\_\_\_\_  
Date

Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Facility Name

# Exhibit I

## OpenELIS Web Portal users

### DHSS State Public Health Laboratory

Org Name	Org ID	Requestor (LN, FN)	Is Active
FRANKLIN COUNTY DEPARTMENT OF HEA	2848	Buel, Tony	-1
		Hittson, Angie	-1
		Miller, Shyane	-1
		Rosenkoetter, Danielle	-1
		Vandegriffe, Donna	-1

The "Is Active" field reflects -1 if the user is active, and 0 if the user is not active.

Instructions: Please select one of the two options below to either confirm the above list of users is accurate, or to indicate updates are needed. Update as necessary, sign and date the form, and return the completed page with your signed MOA renewal form and any necessary Attachment A's.

Our email address is: [openeliswebportal@health.mo.gov](mailto:openeliswebportal@health.mo.gov)

I have reviewed the users named above and agree this is a current and accurate list of facility users requiring access to the web portal for the renewal period.

I have reviewed the users named above. Changes are needed and we are submitting an Attachment A for each addition, edit, and deletion for all staff needing access to the web portal for the upcoming annual period. If no changes are needed for any particular user, the original Attachment A will remain in effect for that user.

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, September 24, 2019  
Contract/Agreement

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

**WHEREAS**, Franklin County through the Franklin County Health Department participates in the WIC Local Agency Nutrition Services Program with the State of Missouri Department of Health and Senior Services; and

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

**WHEREAS**, a copy of the proposed Contract is attached hereto.

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

**IT IS FURTHER ORDERED** that executed copies of said contract and a copy of this Order be forwarded by the Franklin County Health Department to the State of Missouri Department of Health and Senior Services; Ann Struttmann, Purchasing Agent; and to Christa Buchanan, County Clerk's Office.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



**Missouri Department of Health and Senior Services**

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

**Randall W. Williams, MD, FACOG**  
Director



**Michael L. Parson**  
Governor

Dear Contractor:

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

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

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

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

Enclosures

[www.health.mo.gov](http://www.health.mo.gov)

**Healthy Missourians for life.**

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

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



**PROGRAM SERVICES CONTRACT**

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

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

<b>Tracking #</b> 47986	<b>Contract Title:</b> WIC LOCAL AGENCY NUTRITION SERVICES	
<b>Contract Start:</b> 10/1/2019	<b>Contract End:</b> 9/30/2020	<b>Questions/Please Contact:</b> PROCUREMENT UNIT @ (573)751-6471
<b>Contract #:</b>		<b>Amend #:</b> 00

**PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED**

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

## **WIC: Local Agency Nutrition Services**

### **1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.2 The Contractor shall comply with the following:
  - 1.2.1 Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (August 11, 2000);
  - 1.2.2 All provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and
  - 1.2.3 Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor and subcontractors receive federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
  - 1.2.4 The Contractor shall include these requirements in any agreement made with a subcontractor or subgrantee.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2019 through September 30, 2020.
- 1.5 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 1.5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

## **WIC: Local Agency Nutrition Services**

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

Program Name: Bureau of WIC and Nutrition Services

Address: 930 Wildwood Drive, Jefferson City, MO 65109

Phone: 573-751-6204

Email: [WICOperations@health.mo.gov](mailto:WICOperations@health.mo.gov)

## **2. PURPOSE**

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

## **3. CERTIFICATION DELIVERABLES**

### **WIC: Local Agency Nutrition Services**

- 3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 3.01700.
- 3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200 and 2.03500.
- 3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.
- 3.4 The Contractor shall certify applicants for WIC, which includes, but is not limited to:
  - 3.4.1 Requiring that the applicant be physically present at the time eligibility for WIC is determined or when a mid-certification assessment is completed, with limited exceptions set forth in WOM Policy 2.02700;
  - 3.4.2 Requiring the applicant's proof of identification, residency, and income;
  - 3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;
  - 3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC eligibility status, using the current risk factor definition table and the United States Department of Agriculture (USDA) definitions and justifications;
  - 3.4.5 Providing written notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines, risk criteria, residency, or categorical requirements, following the policy and procedures outlined in WOM Policy 3.03300;
  - 3.4.6 Providing the applicant an explanation of WIC as described in WOM Policy 2.03200; and
  - 3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.
- 3.5 The Contractor shall complete a nutrition assessment to determine the WIC participant's nutritional risk(s) and counsel participants according to USDA Nutrition Services Standards located at <https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards> as described in WOM Policy 2.02800.
- 3.6 The Contractor shall have a plan in place to maintain separation of duties for staff involved in the certification process and to prevent a conflict of interest during the

### **WIC: Local Agency Nutrition Services**

certification process in order to maintain program integrity as described in WOM Policy 1.07000.

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

#### **4. FOOD PACKAGE ISSUANCE DELIVERABLES**

- 4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.01450, and 3.04000 - 3.06400.
- 4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for WIC the appropriate food package pursuant to WOM Policies 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participant WIC food instruments for the food package on the same day the applicant is determined eligible.
- 4.3 The Contractor shall ensure that formula is not routinely provided to breastfeeding mothers before their infant is one (1) month of age.
- 4.4 The Contractor shall follow up with WIC eligible individuals with metabolic disorders who require WIC Eligible Nutritionals to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.
- 4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available for approval and issuance of tailored food packages, exempt formula, and WIC Eligible Nutritionals.

#### **5. WIC CHECK AND eWIC ISSUANCE, ACCOUNTABILITY, AND SECURITY DELIVERABLES**

- 5.1 The eWIC pilot and statewide rollout will occur during this contract period. The Department will determine when the Contractor will implement the eWIC activities,

## **WIC: Local Agency Nutrition Services**

- and will work with the Contractor to ensure there is minimal disruption to the services provided.
- 5.2 The Contractor shall ensure that appropriate staffing will be available during the time of the pilot or statewide rollout.
- 5.2.1 The Contractor shall keep eWIC cards in a secure location until ready to use. The Department will provide security requirements for eWIC cards. When the cards are received by the Contractor, the Contractor must abide by these security requirements.
- 5.3 The Contractor shall provide participant WIC checks or eWIC cards in compliance with the WOM Policies 3.04000 and 3.05600, which includes the following, but is not limited to:
- 5.3.1 Ensuring proper participant WIC check or eWIC card issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;
- 5.3.2 Ensuring participant WIC checks or eWIC cards are issued only for participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and
- 5.3.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the participant WIC checks or eWIC cards.
- 5.4 The Contractor shall be accountable and liable for all participant WIC checks or eWIC cards in the Contractor's and subcontractor's possession from the time participant WIC checks are created or eWIC cards are activated through the data system to issuance to the participant or other final non-issued disposition.
- 5.4.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 3.04000.
- 5.4.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued participant WIC checks or eWIC cards.
- 6. NUTRITION EDUCATION AND BREASTFEEDING EDUCATION AND PROMOTION, AND SUPPORT SERVICES DELIVERABLES**
- 6.1 The Contractor shall provide to participants nutrition education and breastfeeding education, promotion, and support services. These services include but are not limited to:

### **WIC: Local Agency Nutrition Services**

- 6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent or guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.06400;
- 6.1.2 Developing and documenting, in MOWINS, participant-centered nutrition and health goals and ensuring appropriate documented follow-up occurs within the required timeframes with every participant;
- 6.1.3 Providing participant-centered nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;
- 6.1.4 Conducting and documenting in MOWINS all Nutrition Education follow-up for approved nutrition education methods that include, but are not limited to, individual, group, alternative (web-based [wichealth.org], self-paced lessons, telephone, e-mail) and tele-nutrition;
- 6.1.5 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;
- 6.1.6 Educating, supporting, and encouraging women to initiate and continue to breastfeed;
- 6.1.7 Providing substance use information and referrals at each certification as appropriate to participants;
- 6.1.8 Offering a nutrition education counseling session to all women who are about to be terminated from WIC to reinforce the importance of nutrition and health messages received through WIC as outlined in WOM Policy 2.06500;
- 6.1.9 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, and follow-up on health and nutrition goals; and
- 6.1.10 Ensuring that nutrition and breastfeeding education materials are reviewed with participants, are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500 and 6.05000.

### **7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, AND CUSTOMER SERVICE DELIVERABLES**

## **WIC: Local Agency Nutrition Services**

- 7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).
- 7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.
- 7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native Americans; and homeless individuals.
- 7.4 The Contractor shall ensure WIC services are available in their service area by:
  - 7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility, or hospital certification site. This is done by completing an Impact Analysis Template - (WIC-34) located at <https://health.mo.gov/living/families/wic/localagency/formspoliciesprocedures/> (Administrative Forms) and sending it to the Department's assigned administrative technical assistance staff for approval. The assigned administrative technical assistance staff can be found at <http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf>; and
  - 7.4.2 Ensuring that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness (ERDP) Plan pursuant to WOM Policy 3.00500.
- 7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993 and WOM Policy 3.02700.
- 7.6 The Contractor shall prohibit smoking on the premises used to carry out WIC services, including near clinic entrances used by WIC participants.
- 7.7 The Contractor shall promote and enforce a drug free work environment.
- 7.8 The Contractor shall identify, in a highly visible manner, where WIC services are located at each Contractor's site using fixed or portable signage to direct WIC participants to the clinic.
- 7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all staff follow the

## **WIC: Local Agency Nutrition Services**

approved discrimination complaint procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

- 7.10 The Contractor shall ensure that WIC staff does not share individual user identification or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 if it discovers the sharing of individual user identification or passwords.

### **8. CLINIC MANAGEMENT AND COORDINATION DELIVERABLES**

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

### **9. ASSESSMENT, PLANNING, AND EVALUATION**

- 9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using the MOWINS tool(s) or other such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and guidelines and state policies as set forth in WOM Policy 1.05550 and 7 CFR 246.19(b)(6).
- 9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.

### **WIC: Local Agency Nutrition Services**

- 9.2.1 The Contractor shall submit the LAP to the Department by the September 1 of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.
- a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of the Department's approval and issuance of a new contract; and
  - b. The Contractor shall identify their goals, objectives, and strategies in their approved LAP.
- 9.2.2 The Contractor shall have a written plan for outreach that emphasizes increased participation appropriate to the local area and population. The outreach plan must be approved by the Department as part of the LAP. The plan shall include, but not be limited to:
- a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and
  - b. Activities targeting potentially high-risk individuals, and individuals who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.
- 9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.
- 9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts as defined in WOM Policy 3.01700.
- 9.5 The Contractor shall publicly announce the availability of WIC benefits in the first quarter of each contract period, and when significant WIC changes have occurred which affect the local population and local participants.

## **10. STAFFING DELIVERABLES**

- 10.1 The Contractor shall ensure all staff is performing within their scope of practice.
- 10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:
- 10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC services are managed and provided in the most effective and efficient

## **WIC: Local Agency Nutrition Services**

manner possible. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 1.01250, 7 CFR 246.3(f), and 246.6(b);

- 10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services. Minimum qualifications, duties performed and training requirements are defined in WOM Policy 2.01450 and 7 CFR 246.11(d);
- 10.2.3 A Breastfeeding Coordinator who has knowledge and experience to support, develop, and implement all breastfeeding services;
- 10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d). The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of WIC;
- 10.2.5 A Retailer Contact Person;
- 10.2.6 A Competent Professional Authority (CPA);
- 10.2.7 A National Voter Registration Act (NVRA) Liaison; and
- 10.2.8 An Anthropometric Skills Validator who shall be a CPA.
- 10.3 The Contractor may employ the following staff to assist with the WIC certification process:
  - 10.3.1 WIC Certifiers;
  - 10.3.2 Registered Dietitians (RD) who must be licensed to practice dietetics in Missouri;
  - 10.3.3 Health Professional Assistants (HPAs); and
  - 10.3.4 Administrative/Clerical staff.

## **11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES**

- 11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services, have successfully completed and documented all training required by the Department, according to WOM Policy 1.01550.
  - 11.1.1 The Contractor shall ensure that any staff or volunteers who perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.

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- 11.1.2 The Contractor shall ensure all WIC staff have internet services to access e-Learning courses found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.
- 11.1.3 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.
- 11.1.4 The Contractor shall require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.
- 11.1.5 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any training approved by the Department in any location. WOM Policy 1.03700 describes allowable training and costs.
- 11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC policies and procedures as the Department determines necessary.
  - 11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.
  - 11.2.2 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.
- 11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC operations.
- 11.4 The Contractor shall require WIC volunteers to complete required training as described in WOM Policy 1.01550.
  - 11.4.1 A list of required annual training can be found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.
- 11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.
  - 11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.
  - 11.5.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at <https://health.mo.gov/living/families/wic/localagency/training/staff/>.

## **12. REPORTS**

### **WIC: Local Agency Nutrition Services**

- 12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 12.2 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to MOWINS. The Contractor shall perform verification and updates with the MOWINS Program Security Officer at Division of Community and Public Health, Bureau of WIC and Nutrition Services.

### **13. BUDGET AND ALLOWABLE COSTS**

- 13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what are considered necessary and allowable costs.
- 13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP application process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period and not approved by the Department.
- 13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one-sixth (1/6<sup>th</sup>) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.
- 13.1.3 The Contractor shall designate staff time by cost category in the LAP budget. These categories include program management, client services, nutrition education, and breastfeeding support and promotion.
- 13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the Contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.
- 13.2 Caseload:

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- 13.2.1 Caseload participation is defined as the number of WIC participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.
- 13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year. Contract amounts may be adjusted to ensure minimal funding amounts are met for each local agency.
- 13.3.1 The Department may increase the contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six (6) month review of the contract. An increase in the contract amount will only be considered if:
- a. Additional funds are available;
  - b. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount. The increase shall be the net amount served above two percent (2%) over the contract starting caseload participation amount; and
  - c. If eligible for an increase, the Contractor shall respond in writing through its assigned technical assistance team by close of business May 1 of the current contract period.
- 13.3.2 In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.
- 13.3.3 The Department will notify the Contractor of any increase in the caseload participation.
- 13.3.4 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.
- 13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, administrative office costs, medical materials, facility costs, equipment purchases, computer hardware and software, and nutrition education materials.

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- 13.5 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a WIC state agency request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.
- 13.6 The Contractor shall document and report when non-WIC funds are used to meet the requirements of this contract or to provide services. Any non-WIC funds used for allowable expenses shall be included in the LAP budget and reported in the monthly billing as In-kind.
- 13.7 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 13.8 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.
  - 13.8.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
  - 13.8.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
  - 13.8.3 The Contractor may be reimbursed for lodging expenses to attend required trainings for specific staff roles and responsibilities held in Jefferson City.
- 13.9 The Contractor shall follow competitive procurement practices.

### **14. INVOICING AND PAYMENT**

- 14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
  - 14.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
  - 14.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

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- 14.2 The Contractor shall submit invoices monthly. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. Invoices shall be due by the tenth (10<sup>th</sup>) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.
- 14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.
- 14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.
- 14.2.4 The Contractor shall define on each invoice the components of operational costs that are related to nutrition education and breastfeeding promotion and support.
- 14.2.5 The Contractor shall designate staff time by category on the reimbursement request.
- 14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 14.4 The Contractor shall submit the final invoice by no later than December 10, 2020. The Department shall have no obligation to pay any invoice submitted after the due date.
- 14.5 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 14.7 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

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- 14.8 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 14.8.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:
- Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570
- 14.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 14.10 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

### **15. AMENDMENTS**

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

### **16. MONITORING**

- 16.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.
- 16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.
- 16.4 The Contractor shall complete and submit progress updates to document the status of the CAP within the timeframe requested, which must be approved by the Department.

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- 16.5 The Contractor shall comply with a request from the Department to schedule a technical assistance (TA) onsite visit within the timeframe requested by the Department. A minimum of one scheduled TA visit will be conducted during a contract period in which the local agency is not being monitored.
- 16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective administration of WIC, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.
- 16.7 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.
- 16.9 The Department has the right to penalize or fine the Contractor up to twenty-five thousand dollars (\$25,000) for the misuse or illegal use of WIC funds, property, or assets as set forth in 7 CFR 246.23(d).
- 16.10 The Contractor shall notify the state agency of alleged participant violations and assist the state agency in the investigation.
- 16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.
- 17. DOCUMENT RETENTION**

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

### **18. CONFIDENTIALITY**

- 18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

### **19. LIABILITY**

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- 19.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 19.2 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 19.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

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

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- 20.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

### **15. EQUIPMENT/SOFTWARE**

- 15.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if the Contractor no longer provides WIC services. This inventory list must include, but is not limited to:
- 15.1.1 Multi-user electric breast pumps loaned to participants; and
- 15.1.2 Items having a value of \$500.00 and having a useful life of one year or more.
- 15.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor’s facility, if applicable, are available to conduct WIC services. All equipment, resources, and software used for WIC services shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.
- 15.2.1 The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor’s facility or purchased with WIC funds.

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- 15.2.2 The Contractor shall maintain and make available all Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.
- 15.2.3 The Contractor shall notify the Department if they have any faulty or damaged equipment.
- 15.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able to install software necessary to conduct WIC business. The administrative privileges shall include a designated local profile with administrative rights for state Information Technology Services Division (ITSD) staff on all WIC computers. This will enable state agency staff to repair and maintain WIC computers without delay.
- 15.3.1 Computers purchased through other funding sources for WIC operations will need to be maintained by the Contractor who purchased them. The Department will not pay for any maintenance cost associated with the computers.
- a. The Contractor can install MOWINS on their non-state WIC machines as long as they understand that the state ITSD cannot support the machines. State ITSD can provide some instructions on how to install the MOWINS client and can provide some limited remote support if it is an application issue. Those issues will need to be discussed with the state ITSD end user support help desk.
- 15.3.2 The Contractor shall have current anti-virus and anti-spyware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spyware software for network security.
- 15.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within five (5) business days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.
- 15.5 The Contractor shall use information technology for authorized purposes.
- 16. COMMUNICATIONS AND RECORD-KEEPING**
- 16.1 The Department will provide updates to the WOM when the updates become effective and the updates shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

### **WIC: Local Agency Nutrition Services**

- 16.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding WIC. The Contractor may obtain such information electronically via email or online, available on the Department web site at <http://health.mo.gov/living/families/wic/wicupdates/index.php> or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.
- 16.3 The Contractor shall ensure that its WIC Coordinator, Nutrition Coordinator, and Nutritionists have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor is not allowed to use unsecure email addresses to transmit confidential information.
- 16.4 As stated in WOM Policy 1.05700, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.
- 21. AUTHORIZED PERSONNEL**
- 21.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 21.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 21.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity”

### **WIC: Local Agency Nutrition Services**

(<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 21.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
  - 21.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 21.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 21.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 21.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **22. TERMINATION**

- 22.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

### **WIC: Local Agency Nutrition Services**

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

### **23. SUBCONTRACTING**

- 23.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any

### **WIC: Local Agency Nutrition Services**

and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

- 23.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
- 23.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 23.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 23.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 23.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

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

**2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

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

**3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

**CERTIFICATIONS AND SPECIAL PROVISIONS**

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

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

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

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

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

**5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

**CERTIFICATIONS AND SPECIAL PROVISIONS**

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

**6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION**

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

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

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

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

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

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

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

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

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

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

**CERTIFICATIONS AND SPECIAL PROVISIONS**

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

**7. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

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

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

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

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

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

**SUBRECIPIENT SPECIAL CONDITIONS**

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

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.
- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
  - 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

**SUBRECIPIENT SPECIAL CONDITIONS**

Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

**1.12 Equipment**

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

Department of Health and Senior Services  
Local Agency Nutrition Services

## BUDGET PAGE

Franklin County Health Department

The contractor shall be reimbursed for each participant provided service at a rate of \$15.00 per participant served.

## Contract Dollars

1. WIC Breastfeeding (Special Breastfeeding Funding 1, Attachment E)*	\$ .00
2. WIC Breastfeeding Peer Counseling (Special BFPC Funding 2, Attachment E)*	\$ .00
3. Breastfeeding Friendly Incentive (Special Breastfeeding Funding 3)*	\$ .00
4. Administrative Services (Special Funding 6)*	\$ .00
5. Program Enhancement (Special Funding 7)*	\$ .00
6. User Acceptance Testing (UAT) Training (Special Funding 9, Attachment F)*	\$ .00

\*only for approved LAs



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**Subrecipient Annual Financial Report**

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

MO 580-3091 (07-17)

**EXHIBIT 1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under WIC Local Agency Nutrition Services (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

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

**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_, I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

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

**TERMS AND CONDITIONS**

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

**1. APPLICABLE LAWS AND REGULATIONS**

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

**2. INVOICING AND PAYMENT**

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

**3. DELIVERY**

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

**4. INSPECTION AND ACCEPTANCE**

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

**5. CONFLICT OF INTEREST**

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

**6. WARRANTY**

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

## **7. REMEDIES AND RIGHTS**

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

## **8. CANCELLATION OF CONTRACT**

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

## **9. BANKRUPTCY OR INSOLVENCY**

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

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

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

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

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

## **12. AMERICANS WITH DISABILITIES ACT**

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

## **13. FILING AND PAYMENT OF TAXES**

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

## **14. COMMUNICATIONS AND NOTICES**

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



### CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

<b>Tracking #</b>	47986	<b>State:</b> 0%	\$0.00	<b>Federal:</b> 100%	\$247,605.00
<b>Contract Title:</b>	WIC LOCAL AGENCY NUTRITION SERVICES				
<b>Contract Start:</b>	10/1/2019	<b>Contract End:</b>	9/30/2020	<b>Amend#:</b> 00	<b>Contract #:</b>
<b>Vendor Name:</b>	FRANKLIN COUNTY DEPARTMENT OF HEALTH				

**CFDA:** 10.557      **Research and Development:** N  
**CFDA Name:** SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN  
**Federal Agency:** DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE  
**Federal Award:** \*  
**Federal Award Name:** \*  
**Federal Award Year:** 2020      **DHSS #:** 20WIC-FOA      **Federal Obligation:** \$247,605.00

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

**Project Description:**

Contracts with Women, Infants, and Children (WIC) local agencies in Missouri to provide WIC and Nutrition Services to participants.



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, September 24, 2019  
Contract/Agreement

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF A SERVICE  
AGREEMENT WITH DREXEL TECHNOLOGIES  
FOR RECORDER OF DEEDS**

**WHEREAS**, the Franklin County Recorder of Deeds' Office currently utilizes an OCE Plotwave 340 provided by Drexel Technologies; and

**WHEREAS**, in order to insure the proper operation of the equipment, it is necessary to renew the Service Agreement offered by Drexel Technologies at a monthly cost of \$50.00 plus \$0.07 per square foot billed for the Recorder of Deeds printer as per the agreement attached hereto.

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

**IT IS THEREFORE ORDERED** that the County shall, and the officials, agents, and employees of the County are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Order.

**IT IS FURTHER ORDERED** that an executed copy of said Agreement and a copy of this Order be provided to Drexel Technologies; Jennifer Metcalf, Recorder of Deeds; Lynne Maloney, Accounts Payable; and Ann Struttmann, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# SERVICE AGREEMENT

888-202-1301  
service@drexeltech.com  
www.drexeltech.com

**Invoices Billed:**

Franklin County Recorder of Deeds  
400 E Locust  
Union, MO 63084

**Equipment Location:**

Franklin County Recorder of Deeds  
400 E Locust  
Union, MO 63084

Same as Bill To

**EQUIPMENT:****Phone:**

OCE  
Make

PW 340  
Model

330809491  
Serial #

ID#

**CONTRACT INFO:**

Contract Includes<sup>1</sup> (Supplies subject to delivery/freight charge)  Waste Cont.  Parts  Labor  Toner/Ink  
 20# Bond  Inkjet 20# Paper  Printhead  Drums/Dev  Maint Cartridge  Staples

October 26, 2019 – December 31, 2020

\$50.00

Effective Date:

Base Rate

Billed (Check One)  Monthly  Quarterly  Annually  Other (See Notes)

**Usage Charge**

Square Foot<sup>2</sup>

B/W<sup>3</sup>

Color<sup>3</sup>

Other (See Notes)

\$0.070  
Included

Included

Included

Included

NA

Usage Charge is Billed (Check One)  Monthly  Quarterly  Annually  Other (See Notes)

**Notes:**

Print Name & Title

Signature & Date

Lisa Smart (lsmart@franklinmo.net)

Meter Contact Name & Email

Large Format Plotters, Copiers, Printers, Scanners, Service & Supplies

# **SERVICE AGREEMENT CONTRACT TERMS & CONDITIONS**

## **1. SERVICES**

### ***Services Provided:***

- Drexel Technologies will make all inspections, adjustments and repairs necessitated by normal wear and tear or defects in material and workmanship. Agreement does not cover repairs and/or part replacements resulting from: abuse, accident, fire, water, lightning strikes, any natural disasters or acts of God, unauthorized and/ or moving of equipment, use of materials detrimental to proper operation of device, failure to follow instructions provided in the equipment manual or other equipment accessories obtained from third party vendors.
- Service calls are on an as-needed basis during business hours: 8:00AM to 5:00PM, Monday through Friday.
- We may request assistance in remote troubleshooting to remedy or resolve the problem. Prior to any onsite assistance, a technician may initiate and perform remote diagnosis to facilitate problem resolution. Repairs on-site are subject to the customer providing immediate and unrestricted access to the system.
- For all contracted devices Manufactured OEM Supplies must be used and purchased from Drexel Technologies. In the event OEM Genuine Supplies are not used and damages are incurred to the device and/or parts as a result of this, you the customer will be held accountable for the total cost to replace the damaged item(s).

### ***Services Provided for Software:***

- Drexel Technologies will support original manufacturer's software for the contracted device.
- You are solely responsible for protecting and removing any confidential data/images stored on the Equipment.

### ***Relocation of Equipment:***

- Client agrees to assume responsibility for all costs associated with relocation of equipment. Costs will include all applicable de-installation and re-installation services, packaging as appropriate, transportation and all special rigging charges required to effect the relocation.
- Customer must ensure that the new location conforms at all times to the Manufacturer's requirements.
- Drexel Technologies must be notified prior to the equipment being moved.
- This agreement will not cover damages to equipment that is moved without assistance from Drexel Technologies representatives.

### ***Preventive Maintenance:***

- Drexel Technologies may provide as needed based on machine type, print volume, and environment.

## **2. YOUR OBLIGATIONS**

- Provide Meter Readings: If readings are not provided by customer, an estimated reading(s) will be applied.
- Inform and keep Drexel Technologies up to date of Contact information for: meters, responsible party for machine upkeep, and decision maker.

## **3. SERVICES AGREEMENT TERM/ RENEWAL / TERMINATION / BREACH**

### ***Renewal and Expiration:***

- Service Agreement will automatically renew every year for a one-year term unless a 60 day written notice of cancellation is received by a Drexel Technologies representative. Confirmation of this receipt will be sent to you, the customer.
- Pricing for renewal term shall be at Drexel Technologies current rates which may be subject to an annual increase.

### ***Agreement Termination:***

- This Agreement is non-cancelable during the initial term or simultaneous with term of lease. After the initial term, a 60 day written cancellation is required and notice must be reviewed and confirmed valid by a Drexel Technologies Representative.
- Early cancellation may be subject to penalty if cancellation request is received after the renewal date. This includes but is not limited to, invoicing complete base charge and/or average monthly click charge until what would have been the next renewal.
- Upon bankruptcy, assignment for the benefit of creditors or insolvency of Drexel Technologies, this agreement will be terminated. In addition, you may also terminate this agreement at any time without penalty only by upgrading the Equipment with a replacement for another Drexel Technologies product. Drexel Technologies may terminate this Agreement by giving you written notice.
- Upon termination, you are responsible for returning all unused supplies covered by this agreement. Any supplies not returned will be billed to you.

## **4. BILLING AND PAYMENT TERMS**

- All applicable taxes shall be added to the amount due unless you have provided proof of tax-exempt status.
- Drexel Technologies can withhold service and supplies if payment is not received within 30 days after the date of Drexel Technologies contracted invoice.
- While equipment is contracted, if account goes to delinquent/temporary C.O.D. status, services will be suspended until all outstanding invoices are paid in full. In the event the account goes into C.O.D. status, Drexel Technologies has the right to terminate the supply inclusive portion of the agreement.

## **5. DISCLAIMER OF WARRANTIES**

Drexel Technologies disclaims any and all express and implied warranties with respect to equipment, services or software including but not limited to the implied warranties of merchantability and of fitness for a certain reason.

## **6. LIMITATION OF LIABILITY**

Neither party shall be liable to the other for any indirect or consequential loss, loss of data or loss of profits, incidental damages, howsoever caused, including through negligence.

## **7. ADDENDA**

The service agreement information section of this Agreement describes the Addenda, if any, containing additional or different terms and conditions which are applicable to this Agreement. You acknowledge having received these Addenda.

## **8. ENTIRE AGREEMENT / ASSIGNMENT / ATTORNEY'S FEES / GOVERNING LAW / FORCE MAJEURE**

These terms and conditions, together with any applicable Addenda, constitute the entire agreement as to their subject matter and supersede all prior and contemporaneous oral and written agreements. Drexel Technologies may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement that shall be considered an original. Any terms on your ordering or confirmation documents shall be of no force or effect. In any action to enforce this Agreement, both parties agree to waive their right to a jury trial and to pay the prevailing party's costs and expenses, including reasonable attorney's fees. The law governing the interpretation and construction of this Agreement shall be that of the State in which Services are initially performed (including its choice of law rules). Neither party may assign this Agreement without the other party's prior written consent, such consent not to be unreasonably withheld.

Client agrees to these terms and conditions.

\_\_\_\_\_  
Initials



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, September 24, 2019  
Contract/Agreement

**IN THE MATTER OF APPROVING AND  
AUTHORIZING EXECUTION OF AN  
AGREEMENT WITH KARPEL SOLUTIONS  
FOR A CRIMINAL CASE MANAGEMENT SYSTEM**

**WHEREAS**, it is necessary that Franklin County enter into an agreement with Karpel Solutions for the use of the Prosecutor by Karpel criminal case management system product at an annual cost of \$358.00 per user not to exceed 21 users; and

**WHEREAS**, Franklin County will pay Karpel Solutions a one-time fee of \$1,000.00 for migration services of their current service.

**WHEREAS**, the term of the Agreement is for one (1) year at an annual cost of \$100.00 per user not to exceed 23 users.

**IT IS THEREFORE ORDERED** that the Agreement with Karpel Solutions is hereby approved and that Matthew Becker, Franklin County Prosecuting Attorney, is hereby authorized to execute said Agreement on behalf of Franklin County.

**IT IS FURTHER ORDERED** that one (1) executed copy of said Agreement and a copy of this Order be provided to the Karpel Solutions; Matthew Becker Prosecuting Attorney; and Ann Struttmann, Purchasing Agent.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



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9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

**FRANKLIN COUNTY ATTORNEY'S OFFICE  
MO**

**HOSTEDbyKarpel  
AGREEMENT FOR**



HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Countyof Franklin a political subdivision of the State of Mo (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

## 1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK or DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel

- i. "Dbk" means the DEFENDERbyKarpel public defender case management system and specifically the Client's licensed copy of DEFENDERbyKarpel.
- j. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
- k. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- l. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- m. "Website" means the content and functionality currently located at the domain [www.hostedbykarpel.com](http://www.hostedbykarpel.com) on the internet, or any successor or related domain that provides access to the Software and Service

## 2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of 23 users of Client are authorized access to the Service under this Agreement and the aggregate document / file storage space for all users included with the hosted fee is two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$100 per 1TB / per month with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Client will pay Karpel Solutions a flat one-time fee of \$1,000.00 for the migration of their PbK licensed copy to the Service accessible through the Website

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.

- c. **INTEREST AND LATE FEES.** Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

### **3. SERVICE LEVEL COMMITMENT**

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

### **4. CUSTOMER OBLIGATIONS**

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's

use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

## **5. CONFIDENTIALITY**

**CONFIDENTIALITY.** Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the

disclosing party in seeking a protective order with respect to the Confidential Information requested.

- c. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

## **6. OWNERSHIP OF INTELLECTUAL PROPERTY**

- a. **KARPEL SOLUTIONS OWNERSHIP.** Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. **CLIENT OWNERSHIP.** Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

## **7. WARRANTY**

- a. **LIMITED WARRANTY.** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. **INTERNET.** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. **SYSTEM REQUIREMENTS.** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.

- d. **WARRANT LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
- e. **DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

## **8. LIMITATION OF LIABILITY**

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

## 9. INDEMNIFICATION

- a. CLIENT'S INDEMNIFICATION. Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.
- b. KARPEL SOLUTIONS' INDEMNIFICATION. Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

- c. NOTIFICATION. The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

## **10. TERMINATION**

- a. **TERMINATION.** Client may terminate this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.
- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

## **11. MARKETING**

Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Karpel Solutions may use any non-Confidential Information; such as aggregate statistical information as part of Karpel Solutions overall statistics for marketing or promotional efforts.

## **12. GENERAL PROVISIONS**

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is

unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.

- c. FORCE MAJEURE. Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
- d. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
- e. NOTICES. Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions  
9717 Landmark Parkway, Suite 200  
St. Louis, MO 63127  
(314) 892-6300  
[mziemianski@karpel.com](mailto:mziemianski@karpel.com)

- f. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Missouri, and Client expressly waives any and all objections regarding jurisdiction and forum non conviens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

**13. ENTIRE AGREEMENT**

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

**Franklin County,MO**

**Karpel Solutions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Karpel Solutions**  
**9717 Landmark Parkway Drive**  
**Suite 200**  
**St. Louis, MO 63127**  
**(314) 892-6300**

<b>Bill To:</b>
Franklin County Prosecutor's Office-MO Attn: Michele Briggs 15 S. Church St. Room 204 Union, MO 63084 United States

Date	Invoice
09/06/2019	43785

Terms	Due Date	PO Number	Reference
Due Upon Receipt	09/06/2019		Annual Billing for 2019-2020

Managed Services Details	Quantity	Price	Amount
<b>Agreement PBK Annual Hosting</b>			
Annual PBK Hosting Fee pro-rated September -December 2019 23 users/5.00 per user for 4 months	1.00	\$460.00	\$460.00
Annual PBK Hosting Fee- 2018-2019 FEE	22.00	\$60.00	\$1,320.00
<b>Total Managed Services Details:</b>			<b>\$1,780.00</b>
Make checks payable to: NEW ADDRESS  Karpel Solutions 9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127	<b>Invoice Subtotal:</b>		\$1,780.00
	<b>Sales Tax:</b>		\$0.00
	<b>Invoice Total:</b>		<b>\$1,780.00</b>
	<b>Payments:</b>		\$0.00
	<b>Credits:</b>		\$0.00
<b>Balance Due:</b>		<b>\$1,780.00</b>	



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, September 24, 2019  
Contract/Agreement

## IN THE MATTER OF REJECTING THE BID SUBMITTED FOR REBINDING OF HISTORICAL BOOKS

**WHEREAS**, on the 31<sup>st</sup> day of July, 2019 a solicitation for “Rebinding of Historical Books” was published in the Missouriian; and

**WHEREAS**, in response to such solicitation only one (1) bid was received; and

**WHEREAS**, after discussion with the Recorder of Deed’s office it has been determined that the one bid received is over their budgeted amount; and

**WHEREAS**, it is in the best interest of Franklin County to reject the only bid received so that additional bids may be received through the competitive bidding process.

**IT IS THEREFORE ORDERED** that the bid submitted by Mid-Continent Micrographics, Inc. is hereby rejected.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Mid-Continent Micrographics, Inc.; Ann Struttmann, Purchasing Department; and to Jennifer Metcalf, Franklin County Recorder of Deeds.

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, September 24, 2019  
Fines and Forfeitures

**IN THE MATTER OF APPORTIONMENT OF COUNTY  
SCHOOL INTEREST OF FINES & FORFEITURES  
FOR THE YEAR ENDING SEPTEMBER 30, 2019**

**WHEREAS**, it is the duty of the clerk of each of the various counties to apportion fines and forfeiture monies to the various school districts within the County; and

**WHEREAS**, in accordance with Section 166.131 RSMo Tim Baker, County Clerk of Franklin County has presented to the County Commission the apportionment of fines and forfeiture monies lawfully coming into the County School Interest Fund Account for the year ending September 30, 2019.

**IT IS THEREFORE ORDERED** by this Commission that Debbie Aholt, County Treasurer issue checks to the various school districts for the amounts due based upon the September Membership Count as on file in the office of the County Clerk.

**IT IS FURTHER ORDERED** that a copy of this Order be provided to Tim Baker, County Clerk, Debbie Aholt, County Treasurer; Tandra Vemmer, County Auditor; Jeannine Stevens, Chief Deputy County Clerk; and to each school district listed on Exhibit "A".

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## EXHIBIT "A"

### SCHOOL INTEREST OF FINES & FORFEITURES FOR YEAR ENDING SEPTEMBER 30, 2019

DISTRICT	MEMBERSHIP	REVENUE COLLECTED BY THE COUNTY	INTEREST EARNED	PAID TO DISTRICT
R-2	175.89	6,879.62	97.11	6,976.73
R-3	2,871.15	112,299.83	1,585.22	113,885.05
R-11	3,128.00	122,346.05	1,727.03	124,073.08
R-13	2,013.84	78,767.71	1,111.88	79,879.59
R-14	410.86	16,070.05	226.84	16,296.89
R-15	285.00	11,147.26	157.35	11,304.61
R-16	84.50	3,305.06	46.65	3,351.71
NEW HAVEN	466.00	18,226.75	257.29	18,484.04
WASHINGTON	2,991.75	117,016.89	1,651.80	118,668.69
GASC R-1	92.66	3,624.23	51.16	3,675.39
GASC R-2	491.32	19,217.09	271.27	19,488.36
WASH CO R-7	18.00	704.04	9.94	713.98
CRAW CO R-1	1.00	39.11	0.56	39.67
SULLIVAN	1,403.95	54,912.96	775.15	55,688.11
MEMO TOTALS	14,433.92	564,556.65	7,969.25	572,525.90
TOTALS	14,433.92	564,556.65	7,969.25	572,525.90



# COMMISSION ORDER

STATE OF MISSOURI  
County of Franklin

} ss.

Tuesday, September 24, 2019  
Surplus Property

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

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

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

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

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

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

**IT IS HEREBY ORDERED**, that a copy of this order be delivered to Tandra Vemmer, County Auditor; Michelle Patke, Hwy Dept.; Ann Struttmann, Purchasing Dept.; Jeannine Stevens, County Clerk's

\_\_\_\_\_  
Presiding Commissioner

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Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

## SURPLUS ITEMS - SEPTEMBER 2019

**SURPLUS**

#	FC TAG#	DEPARTMENT	ITEM DESCRIPTION	SERIAL #	MISC.
-	174	JUVENILE/COURT	OLD BLACK SWIVEL CHAIR		
-	534	JUVENILE/COURT	OLD BROWN SWIVEL CHAIR		
-	4982	P & Z	SANYO RECORDER/TRANSCRIBER		
-	8934	SHERIFF	WIRE CAR SCREEN		
-	10190	HIGHWAY	SHARP AR205 COPIER		
-	10450	HEALTH	LEXMARK 9-PIN FORM PRINTER	8N-85121	
-	12568	IT	LW400 LABELWRITER		
-	12580	BUILDING	DELL OPTIPLEX COMPUTER		
-	13519	HIGHWAY	NIKON COOLPIX CAMERA		
-	16473	HEALTH	TUSCAN SMOKER'S POLE		STOLEN FROM LOT
-	16934	HEALTH	AT&T HEADSET		
-	50032	SHERIFF	SIREN SWITCHBOX	POFO6717	
-	50035	SHERIFF	SIREN SWITCHBOX	POFO6733	
-	50039	SHERIFF	SIREN SWITCHBOX	POFO6718	
-	50476	SHERIFF	22" HW LAWNMOWER		PREVIOUSLY DECLARED SURPLUS
-	50803	SHERIFF	LIGHT BAR PARTS		
-	51321	SHERIFF	PUSH MOWER		PREVIOUSLY DECLARED SURPLUS
-	51497	SHERIFF	2014 DODGE CHARGER	2C3CDXAT9EH311629	TOTAL LOSS VEHICLE
-	51586	SHERIFF	2015 DODGE CHARGER	2C3CDXKT2FH875395	TOTAL LOSS VEHICLE
-	51591	SHERIFF	2015 DODGE CHARGER	2C3CDXKT0FH881325	TOTAL LOSS VEHICLE
-	-	SHERIFF	UNDERGROUND DIESEL FUEL TANK		
-	10470	GIS	NOBILIS DUAL XEON SERVER		PREVIOUSLY DECLARED SURPLUS
679	15050	911/EMA	NOBILIS COMPUTER WITH WINDOWS 7		WILL NOT BOOT UP
704	14856	SHERIFF	RICOH MP201SPF-C COPIER	12214066	BROKEN
705	16536	911	GE AC UNIT, 5200 BTU	AF539392	USED - BUT RUNS
707	15538	SHERIFF	HANNS G COMPUTER MONITOR		BROKEN
708		SHERIFF	ULTRA BATTERY BACKUP	MODEL #1000AP	NOT SURE IF IT WORKS
709	51378	SHERIFF	POINT BLANK VISION BALLISTIC VEST	FRONT: 130003169498 BACK: 13000169433	
710		SHERIFF	HATS, RAINCOAT, AIR MASK CARTRIDGE, UNIFORM PANTS, SHIRTS		NEED TO BE DISPOSED OF
711		SHERIFF	HOLSTER, DOUBLE MAG POUCH, MACE HOLDER, FLASHLIGHT HOLDER, 2 HANDCUFF POUCHES		LEATHER IS WORN
712	50908	SHERIFF	2011 FORD CROWN VIC	2FABP7BV2BX155827	RUNS
713		SHERIFF	6 BATTERIES FOR PELCO CRIME SCENE LIGHT SYSTEM, 2 BATTERIES FROM SMALL BATTERY BACKUP UNITS		WILL BE RECYCLED (NOT FOR CASH)
714		SHERIFF	3 FORD HUBCAPS		GOOD SHAPE
715		SHERIFF	EXERGEN THERMOMETER		BROKEN



# COMMISSION ORDER

STATE OF MISSOURI }  
County of Franklin } ss.

Tuesday, September 24, 2019  
Report

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

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

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

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

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

**IT IS THEREFORE ORDERED** by the County Commission of Franklin County that the Consent Agenda for September 24, 2019 addressing the below listed items is hereby approved, to wit:

**Fees:** Treasurer's Report – August 2019  
Recorder of Deeds Fees – August 2019

**Liquor Licenses:** T's Liquor Lane 10/20/19  
T's Liquor Lane 10/26/19  
T's Liquor Lane 10/17/19  
T's Liquor Lane 10/12/19  
St. Bridget of Kildare 11/3/19  
Augusta Winery 9/28/19 Purina Farms

**Other:**

\_\_\_\_\_  
Presiding Commissioner

\_\_\_\_\_  
Commissioner of 1<sup>st</sup> District

\_\_\_\_\_  
Commissioner of 2<sup>nd</sup> District

**FRANKLIN COUNTY**

**Fund Transaction Summary With Interest**

Criteria: {RPTFranklinFMXFUS01Vw.TndrDate} >= #08/01/2019# AND {RPTFranklinFMXFUS01Vw.TndrDate} <= #08/31/2019#

Account Number	Fund Name	Count	Total Fund Amount
-2	ESCROW PAYMENT FUND	6	4,318.14
	<b>Subtotal for -2:</b>	<b>6</b>	<b>4,318.14</b>
-4	CHARGE FUND	349	16,542.00
	<b>Subtotal for -4:</b>	<b>349</b>	<b>16,542.00</b>
100	GENERAL FUND	2,470	57,656.89
100	GENERAL FUND INTEREST	1	18.77
	<b>Subtotal for 100:</b>	<b>2,471</b>	<b>57,675.66</b>
1000	ESCROW REFUND FUND	1	81.00
	<b>Subtotal for 1000:</b>	<b>1</b>	<b>81.00</b>
200	COUNTY SPECIAL TRUST FUND	64	320.00
	<b>Subtotal for 200:</b>	<b>64</b>	<b>320.00</b>
300	NON-STD REC PRES	38	950.00
300	RECORDERS PRESERVATION FUND	1,733	3,466.00
300	RECORDERS PRESERVATION FUND INTEREST	1	2.82
	<b>Subtotal for 300:</b>	<b>1,772</b>	<b>4,418.82</b>
400	6.00 CERF	14	84.00
400	CERF FUND	1,733	12,131.00
400	CERF FUND INTEREST	1	3.52
	<b>Subtotal for 400:</b>	<b>1,748</b>	<b>12,218.52</b>
500	MO CHILDREN'S TRUST COPY FUND	138	1,008.00
500	STATE CHILDRENS TRUST FUND	64	960.00
	<b>Subtotal for 500:</b>	<b>202</b>	<b>1,968.00</b>
600	STATE PRESERVATION FUND	1,733	3,466.00
	<b>Subtotal for 600:</b>	<b>1,733</b>	<b>3,466.00</b>
700	MISSOURI HOUSING FUND	1,669	5,007.00
	<b>Subtotal for 700:</b>	<b>1,669</b>	<b>5,007.00</b>
800	STATUTORY POOL FUND	1,669	3,338.00
	<b>Subtotal for 800:</b>	<b>1,669</b>	<b>3,338.00</b>
900	RECORDERS TECHNOLOGY FUND	1,669	2,086.25
	<b>Subtotal for 900:</b>	<b>1,669</b>	<b>2,086.25</b>
<b>Collected Total:</b>			<b>94,897.39</b>
<b>Charged Total:</b>			<b>16,542.00</b>
<b>Grand Total:</b>			<b>111,439.39</b>

*Jennifer L. Metcalf*  
 JENNIFER L. METCALF  
 RECORDER OF DEEDS

End of Report

**FRANKLIN COUNTY**

**Fee Transaction Summary Report by Account Number**

Criteria: {RptFMXFES01\_RPTPr\_TndrDate} >=#8/1/2019# AND {RptFMXFES01\_RPTPr\_TndrDate} <=#8/31/2019#

Account Number	Fee Name	Count	Total Fee Amount
1	CERTIFIED ML FEE	<del>138</del> 144	1,296.00
	<b>Subtotal for 1:</b>	<del>138</del>	<b>1,296.00</b>
-1	CHARGE PAYMENT FEE	17	16,790.50
	<b>Subtotal for -1:</b>	<b>17</b>	<b>16,790.50</b>
10	NON STANDARD FEE	38	950.00
	RECORDING FEE	6	45.00
	<b>Subtotal for 10:</b>	<b>44</b>	<b>995.00</b>
1000	ESCROW REFUND FEE	1	81.00
	<b>Subtotal for 1000:</b>	<b>1</b>	<b>81.00</b>
-2	ESCROW PAYMENT FEE	6	4,318.14
	<b>Subtotal for -2:</b>	<b>6</b>	<b>4,318.14</b>
20	COPY FEE	425	10,230.00
	<b>Subtotal for 20:</b>	<b>425</b>	<b>10,230.00</b>
21	POSTAGE FEE	62	74.00
	<b>Subtotal for 21:</b>	<b>62</b>	<b>74.00</b>
22	GIS MAPPING FEE	18	2,100.00
	<b>Subtotal for 22:</b>	<b>18</b>	<b>2,100.00</b>
285	MISCELLANEOUS REVENUE FEE	1	1.00
	<b>Subtotal for 285:</b>	<b>1</b>	<b>1.00</b>
32	PLAT FEE	12	618.00
	<b>Subtotal for 32:</b>	<b>12</b>	<b>618.00</b>
363	* COMPUTER SERVICE FEE	33	6,298.64
	<b>Subtotal for 363:</b>	<b>33</b>	<b>6,298.64</b>
374	INTEREST OR INVESTMENT FEE	1	25.11
	<b>Subtotal for 374:</b>	<b>1</b>	<b>25.11</b>
659	* REPORT FEE	9	670.00
	<b>Subtotal for 659:</b>	<b>9</b>	<b>670.00</b>
910	MARRIAGE LICENSE FEE	64	2,944.00
	<b>Subtotal for 910:</b>	<b>64</b>	<b>2,944.00</b>
93904	DEED FEE	1,691	64,998.00
	<b>Subtotal for 93904:</b>	<b>1,691</b>	<b>64,998.00</b>

FRANKLIN COUNTY

Fee Transaction Summary Report by Account Number

Criteria: {RptFMXFES01\_RPTPr.TndrDate} >= #8/1/2019# AND {RptFMXFES01\_RPTPr.TndrDate} <= #8/31/2019#

Account Number	Fee Name	Count	Total Fee Amount
<b>Grand Total:</b>		<b>2,522</b>	<b>111,439.39</b>

End of Report

\* comp. sys. = 6968.64

TREASURER'S REPORT

777000 FUNDS	PREV. BALANCE	RECEIPTS	DISBURSE	CHECK BALANCE	C/D AMOUNT	TOTAL FUND
GEN REV REST. ACC.	0.00	0.00	0.00	0.00	0.00	0.00
GENERAL REVENUE	2,917,483.71	712,116.60	700,200.73	2,929,399.58	0.00	2,929,399.58
GEN FUND REST SR08	19,011.75	0.00	0.00	19,011.75	0.00	19,011.75
GEN FUND CERT PART	0.00	0.00	0.00	0.00	0.00	0.00
EMERGENCY FUND	2,965,945.64	4,835.21	0.00	2,970,780.85	0.00	2,970,780.85
ROAD & BRIDGE	6,466,102.30	697,840.10	2,061,501.18	5,102,441.22	0.00	5,102,441.22
ROAD & BRIDGE/REST	3,392.05	1.60	0.00	3,393.65	0.00	3,393.65
ASSESSMENT FUND	232,976.56	3,856.38	74,514.79	162,318.15	0.00	162,318.15
UNEMP TAX EQUAL	159,627.88	260.23	0.00	159,888.11	0.00	159,888.11
CAPITAL IMPROVE.	415,281.35	677.01	0.00	415,958.36	0.00	415,958.36
CAP IMPROV. SR08 CAS	131.04	0.00	0.00	131.04	0.00	131.04
BUILDING FUND	1,525,752.40	2,487.35	108,248.70	1,419,991.05	0.00	1,419,991.05
BLDG FUND/RESTRICT	1,477.46	0.68	0.00	1,478.14	0.00	1,478.14
COMM & EC DEVEL	367,278.71	50,639.51	0.00	417,918.22	0.00	417,918.22
COMM & EC DEVEL-EDA	0.00	0.00	0.00	0.00	0.00	0.00
HAVA SERVICE	2,977.11	4.85	0.00	2,981.96	0.00	2,981.96
ELECTION EQUIP.	168,090.08	974.60	0.00	169,064.68	0.00	169,064.68
LAW ENF TRAIN	50,686.43	3,374.53	3,472.47	50,588.49	0.00	50,588.49
FAMILY ACCESS	14,476.42	2,759.19	70.76	17,164.85	0.00	17,164.85
TREATMENT COURT	41,770.08	5,109.34	1,350.93	45,528.49	0.00	45,528.49
LAW ENF RESTITUTION	10,609.31	492.68	0.00	11,101.99	0.00	11,101.99
LAW ENF TAX TRUST	1,799,395.12	787,442.35	1,104,747.23	1,482,090.24	0.00	1,482,090.24
PROP P COMPENSAT	298,472.51	228,863.96	298,472.51	228,863.96	0.00	228,863.96
PROP P JAIL/EMA	7,978,477.34	242,142.55	254,913.25	7,965,706.64	0.00	7,965,706.64
INMATE SECURITY	306,193.06	49,156.86	9,957.15	345,392.77	0.00	345,392.77
COLL TAX MAINT	279,694.00	10,109.85	8,472.93	281,330.92	0.00	281,330.92
SHERIFF REVOLVING	212,826.80	3,394.66	3,356.78	212,864.68	0.00	212,864.68
SHERIFF CIVIL FEES	132,017.29	7,632.80	0.00	139,650.09	0.00	139,650.09
COUNTY 911	469,515.86	56,463.03	196,792.11	329,186.78	0.00	329,186.78
P A TRAINING	13,240.62	404.27	500.00	13,144.89	0.00	13,144.89
ELECTION SERV	108,744.11	332.76	0.00	109,076.87	0.00	109,076.87
DOMESTIC VIOLENCE	9,401.02	240.51	0.00	9,641.53	0.00	9,641.53
HEALTH DEPT.	536,668.35	118,344.53	81,975.57	573,037.31	0.00	573,037.31
RECORD PRESERV.	267,167.75	6,259.79	380.85	273,046.69	0.00	273,046.69
BAD CHECK FUND	31,040.58	940.49	0.00	31,981.07	0.00	31,981.07
MUNICIPAL COURT	385,737.37	53,188.96	31,461.76	407,474.57	0.00	407,474.57
CLEARING FUND	60,832.24	(271,108.14)	60,832.24	(271,108.14)	0.00	(271,108.14)
PAYROLL CLEARING	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT	(0.00)	0.00	0.00	(0.00)	0.00	(0.00)
<b>TOTALS</b>	<b>28,252,494.30</b>	<b>2,779,229.09</b>	<b>5,001,211.94</b>	<b>26,030,511.45</b>	<b>0.00</b>	<b>26,030,511.45</b>

777000 FUNDS CHECKIN	PREV. BALANCE	DEPOSIT	DISBURSE	TRANSFER	ADJ	BOOK BALANC	OUTSTANDING	O/S CKS NOT IN LOGICS O/S TOTAL	ADJ	BANK BALANCE
FSCB-OPERATING ACC	44,138.55	568,927.56	4,985,501.20	4,352,317.55	0.00	(20,117.54)	377,108.78	0.00	0.00	356,991.24
BKNY 2012 LEASE	1,527.28	451,039.07	0.00		(451,036.25)	1,530.10	0.00	0.00	451,036.25	452,566.35
BKNY 2018 COI	0.00	0.00	0.00			0.00	0.00	0.00		0.00
BKNY 2018 PROJECT	6,093,202.60	10,391.36	226,503.87			5,877,090.09	0.00	0.00		5,877,090.09
BNKY 2019 COI	0.00	0.00	0.00			0.00	0.00	0.00		0.00
BKNY 2019 GOOD FAITH	0.00	940,300.00	0.00		(940,300.00)	0.00	0.00	0.00	940,300.00	940,300.00
BKNY 2019A PROJECT	0.00	0.00	0.00			0.00	0.00	0.00		0.00
BKNY 2019 LEASE	0.00	0.00	0.00			0.00	0.00	0.00		0.00
BKNY 2019B LEASE	0.00	0.00	0.00			0.00	0.00	0.00		0.00
FSCB-GENERAL REVEN	21,896,969.03	2,255,452.16	4,285,000.00			19,867,421.19	0.00	0.00		19,867,421.19
FSCB-PUBLIC CHARGE	9.65	32,284.79	26,509.01		(5,775.00)	10.43	0.00	0.00	5,775.00	5,785.43
FSCB-SHERIFF REVOLV	212,826.80	3,394.66	1,678.39		0.00	214,543.07	0.00	0.00	0.00	214,543.07
FSCB-COMM & EC DEVI	0.00	0.00	0.00			0.00	0.00	0.00		0.00
FSCB-PAYROLL	3,820.39	2,607,337.52	2,521,123.80		0.00	90,034.11	0.00	0.00	0.00	90,034.11
FSCB-CDBG ACCT	0.00	0.00	0.00			0.00	0.00	0.00		0.00
<b>TOTALS</b>	<b>28,252,494.30</b>	<b>6,869,127.12</b>	<b>12,046,316.27</b>	<b>4,352,317.55</b>	<b>(1,397,111.25)</b>	<b>26,030,511.45</b>	<b>377,108.78</b>	<b>0.00</b>	<b>1,397,111.25</b>	<b>27,804,731.48</b>

OCT 1ST BKNY PMT

GOOD FAITH DEPOSIT-NO RECEIPT MADE

CREDIT CARDS NOT RECEIPTED-MISSING PAPERWORK

EMPLOYEE BENEFITS NOT WIDRAWN BY MONTH END.

# TREASURER'S REPORT

775000 FUNDS CHECKIN	PREV. BALANCE	DEPOSITS	DISBURSE	ADJ	BALANCE	OUTSTANDING	ADJ	BANK BAL
FSCB-TREASURERS FU	552,121.45	225,222.22	148,909.09	0.00	628,434.58	2,732.50	0.00	631,167.08
FSCB-CERF	9.03	53,997.40	53,974.20		32.23	0.00		32.23
FSCB-PA ADMIN	10,670.61	16.64	0.00		10,687.25	0.00		10,687.25
FSCB-MUNICIPAL COUF	15,119.37	48,746.26	49,330.27	0.00	14,535.36	0.00	0.00	14,535.36
<b>TOTALS</b>	<b>577,920.46</b>	<b>327,982.52</b>	<b>252,213.56</b>		<b>653,689.42</b>	<b>2,732.50</b>		<b>656,421.92</b>

ENTERPRISE ACCTS	PREV. BAL	DEPOSITS	DISBURSE		BALANCE	OUTSTANDING		BANK BAL
BRUSH CREEK-OPERA	153,381.16	41,106.57	94,874.70		99,613.03	0.00		99,613.03
BRUSH CREEK-RESTRN	244,989.64	3,777.55	0.00		248,767.19	0.00		248,767.19
BRUSH CREEK-ASSET	0.00	0.00	0.00		0.00	0.00		0.00
<b>BRUSH CREEK TOTAL</b>	<b>398,370.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>348,380.22</b>	<b>0.00</b>	<b>0.00</b>	<b>348,380.22</b>

FUND.CDS	PREV. BALANCE	PURCHASED	CASHED	BALANCE
GENERAL REVENUE	0.00	0.00	0.00	0.00
EMERGENCY FUND	0.00	0.00	0.00	0.00
ROAD & BRIDGE	0.00	0.00	0.00	0.00
ASSESSMENT	0.00	0.00	0.00	0.00
UNEMP TAX	0.00	0.00	0.00	0.00
CAP IMP	0.00	0.00	0.00	0.00
BUILDING FUND	0.00	0.00	0.00	0.00
COMM & EC DEV	0.00	0.00	0.00	0.00
HAVA	0.00	0.00	0.00	0.00
LETF	0.00	0.00	0.00	0.00
FAMILY	0.00	0.00	0.00	0.00
LESTF	0.00	0.00	0.00	0.00
COLL TAX MAINT	0.00	0.00	0.00	0.00
SHERIFF REVOLVING F	0.00	0.00	0.00	0.00
COUNTY 911	0.00	0.00	0.00	0.00
ELECTION SERV	0.00	0.00	0.00	0.00
HEALTH DEPT	0.00	0.00	0.00	0.00
RCDS PRESER	0.00	0.00	0.00	0.00
BAD CHECK	0.00	0.00	0.00	0.00
MUNCT	0.00	0.00	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

SCHOOL INT	536,184.49
FORFEITURE	27,084.98
OVERPLUS	65,165.11
SHERIFF	0.00
MOPS	0.00
<b>TOTAL</b>	<b>628,434.58</b>

CDS	AMOUNTS
MISC FUNDS	0.00
BLDG FUND	0.00
SCHOOL INT	0.00
LIBRARY	0.00
GENERAL	0.00
EMERGENCY	0.00
<b>CD TOTAL</b>	<b>0.00</b>

TREASURER'S CDS	PREV. BALANCE	PURCHASED	CASHED	BALANCE
LIBRARY	0.00	0.00	0.00	0.00
SCHOOL INT	0.00	0.00	0.00	0.00
OVERPLUS	0.00	0.00	0.00	0.00
<b>TOTAL TREAS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**INVESTMENT REPORT**  
 PREPARED BY: DEBBIE AHOLT, FRANKLIN COUNTY TREASURER  
 August-19

CHECKING ACCOUNTS	FUNDS	BALANCE ON INTEREST (PRIOR MONTH)	BALANCE ON INTEREST (CURRENT MONTH)	CD BALANCE	PRIOR INTEREST	INTEREST EARNED (CURRENT MONTH)	CD INTEREST (CURRENT MONTH)	YTD INTEREST
OPERATING		44,138.55	(20,117.54)	0.00	3,747.20	738.30	0.00	4,485.50
	<i>680 fund quarterly interest</i>	0.00	0.00	0.00	3.03	0.00	0.00	3.03
GENERAL REVENUE		21,896,969.03	19,867,421.19	0.00	227,567.90	33,768.66	0.00	261,336.56
PAYROLL		3,820.39	90,034.11	0.00	1,135.26	169.52	0.00	1,304.78
PUBLIC CHARGES		9.65	10.43	0.00	55.08	10.43	0.00	65.51
SHERIFF REVOLVING		212,826.80	214,543.07	0.00	2,114.31	333.91	0.00	2,448.22
BKNY 2012 LEASE		1,527.28	1,530.10	0.00	1,529.51	2.82	0.00	1,532.33
BKNY 2018 COI		0.00	0.00	0.00	388.04	0.00	0.00	388.04
BKNY 2018 PROJECT		6,093,202.60	5,877,090.09	0.00	92,546.13	10,391.36	0.00	102,937.49
BKNY 2019A PROJECT		0.00	0.00	0.00	0.00	0.00	0.00	0.00
BKNY 2019A LEASE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
BKNY 2019B LEASE		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TREASURER'S FUND		552,121.45	628,434.58	0.00	5,066.27	932.99	0.00	5,999.26
CERF		9.03	32.23	0.00	108.46	14.37	0.00	122.83
PA ADMIN		10,670.61	10,687.25	0.00	159.96	16.64	0.00	176.60
<b>TOTALS</b>		<b>28,815,295.39</b>	<b>26,869,685.51</b>	<b>0.00</b>	<b>334,421.15</b>	<b>46,379.00</b>	<b>0.00</b>	<b>380,800.15</b>
GENERAL REVENUE		2,917,483.71	2,929,399.58	0.00	41,861.91	4,874.14	0.00	46,736.05
	<i>100 fund BKNY INTEREST</i>	0.00	0.00	0.00	290.62	0.54	0.00	291.16
GEN FUND REST SR08		19,011.75	19,011.75	0.00	0.00	0.00	0.00	0.00
EMERGENCY FUND		2,965,945.64	2,970,780.85	0.00	30,730.78	4,835.21	0.00	35,565.99
ROAD & BRIDGE		6,466,102.30	5,102,441.22	0.00	69,847.06	9,637.74	0.00	79,484.80
ROAD & BRIDGE/REST		3,392.05	3,393.65	0.00	871.81	1.60	0.00	873.41
ASSESSMENT FUND		232,976.56	162,318.15	0.00	3,504.15	341.09	0.00	3,845.24
UNEMP TAX EQUAL		159,627.88	159,888.11	0.00	1,653.94	260.23	0.00	1,914.17
CAPITAL IMPROVE.		415,281.35	415,958.36	0.00	4,302.80	677.01	0.00	4,979.81
CAP IMPROV. SR08 CASH		131.04	131.04	0.00	0.00	0.00	0.00	0.00
BUILDING FUND		1,525,752.40	1,419,991.05	0.00	17,549.60	2,487.35	0.00	20,036.95
BLDG FUND/RESTRICT		1,477.46	1,478.14	0.00	367.08	0.68	0.00	367.76
COMM & EC DEVEL		367,278.71	417,918.22	0.00	3,805.45	639.51	0.00	4,444.96
HAVA SERVICE		2,977.11	2,981.96	0.00	30.46	4.85	0.00	35.31
ELECTION EQUIP.		168,090.08	169,064.68	0.00	1,652.35	274.60	0.00	1,926.95
LAW ENF TRAIN		50,686.43	50,588.49	0.00	553.18	81.73	0.00	634.91
FAMILY ACCESS		14,476.42	17,164.85	0.00	251.49	26.22	0.00	277.71
TREATMENT COURT		41,770.08	45,528.49	0.00	491.61	72.84	0.00	564.45
LAW ENF RESTITUTION		10,609.31	11,101.99	0.00	96.61	17.68	0.00	114.29
LAW ENF TAX TRUST		1,799,395.12	1,482,090.24	0.00	15,591.36	2,881.89	0.00	18,473.25
PROP P 621		298,472.51	228,653.96	0.00	2,410.26	269.55	0.00	2,679.81
PROP P 622		7,978,477.34	7,965,706.64	0.00	11,232.56	3,166.79	0.00	14,399.35
	<i>622 fund BKNY INTEREST</i>	0.00	0.00	0.00	92,934.17	10,391.36	0.00	103,325.53
INMATE SECURITY		306,193.06	345,392.77	0.00	3,097.82	561.88	0.00	3,659.70
COLL TAX MAINT		279,694.00	281,330.92	0.00	2,368.83	453.76	0.00	2,822.59
SHERIFF REVOLVING		212,826.80	212,864.68	0.00	2,114.31	333.91	0.00	2,448.22
SHERIFF CIVIL FEES		132,017.29	139,650.09	0.00	1,112.12	221.26	0.00	1,333.38
COUNTY 911		469,515.86	328,186.78	0.00	7,697.94	648.84	0.00	8,346.78
P A TRAINING		13,240.62	13,144.89	0.00	138.53	21.23	0.00	159.76
ELECTION SERV		108,744.11	109,076.87	0.00	966.15	177.41	0.00	1,143.56
DOMESTIC VIOLENCE		9,401.02	9,641.53	0.00	86.54	15.51	0.00	102.05
HEALTH DEPT.		536,668.35	573,037.31	0.00	5,946.66	912.82	0.00	6,859.48
RECORD PRESERV.		267,167.75	273,046.69	0.00	2,697.30	442.48	0.00	3,139.78
BAD CHECK FUND		31,040.58	31,981.07	0.00	277.76	51.33	0.00	329.09
	<i>680 fund PA QTRLY INTEREST</i>	0.00	0.00	0.00	3.03	0.00	0.00	3.03
MUNICIPAL COURT		385,737.37	407,474.57	0.00	2,550.22	631.96	0.00	3,182.18
CLEARING FUND		60,832.24	(271,108.14)	0.00	0.00	0.00	0.00	0.00
PAYROLL CLEARING		0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT		0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00
School Interest		492,349.45	536,184.49	0.00	4,332.75	836.96	0.00	5,169.71
Forfeiture		23,696.91	27,084.98	0.00	233.44	38.07	0.00	271.51
Overplus Land (interest to scho)		36,075.09	65,165.11	0.00	500.08	57.96	0.00	558.04
Cerf		9.03	32.23	0.00	108.46	14.37	0.00	122.83
Pa Admin		10,670.61	10,687.25	0.00	159.96	16.64	0.00	176.60
<b>GRAND TOTALS</b>		<b>28,815,295.39</b>	<b>26,869,685.51</b>	<b>0.00</b>	<b>334,421.15</b>	<b>46,379.00</b>	<b>0.00</b>	<b>380,800.15</b>

\*Note: Non-interest bearing accounts

APPLICATION FOR COUNTY LIQUOR LICENSE

Sept 18, 2019 (Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Tammy L. Mitchell

Company T's Liquor Lane, LLC

D/B/A (Business Name) T's Liquor Lane

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 Oct 20, 2019 Lost Hill Lake

For a Catering or Picnic License - Address of Event 783 Lost Hill Lake Rd, St. Clair, MO

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

1510 Denmark Rd Union MO 63084
Business Address City State Zip Code

SAME
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21st amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 1300 as payment of the fee required by this license.

Tammy L. Mitchell
Signature of State Applicant / Managing Officer

(636)584-8909 talallane@aol.com
Phone Number / Email Address

Return and Make Check Payable to:
Franklin County Clerks Office
400 E Locust, Room 201
Union, MO 63084
LATE FEE \$25 PER MONTH
LATE RENEWAL
Questions call 636-583-6355

[Signature]
(County Clerk signature)

R F A B S In Office Use # 26

# APPLICATION FOR COUNTY LIQUOR LICENSE

Sept 18, 2019  
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Tammy L. Mitchell

Company T'S Liquor Lane, LLC

D/B/A (Business Name) T's Liquor Lane

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 Oct 26, 2019 City Hall

For a Catering or Picnic License – Address of Event 500 East Locust St. Union, MO 63084

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

1510 Denmark Rd Union MO 63084  
Business Address City State Zip Code

SAME  
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21<sup>st</sup> amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 1300 as payment of the fee required by this license.

Tammy L. Mitchell  
Signature of State Applicant / Managing Officer

(636) 584-8909 talalane@aol.com  
Phone Number / Email Address

Return and Make Check Payable to:  
Franklin County Clerks Office  
400 E Locust, Room 201  
Union, MO 63084  
LATE FEE \$25 PER MONTH  
LATE RENEWAL  
Questions call 636-583-6355

[Signature]  
(County Clerk signature)

R  F  A  B  S  In Office Use # 26

# APPLICATION FOR COUNTY LIQUOR LICENSE

Sept 18, 2019  
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Tammy L. Mitchell

Company T's Liquor Lane, LLC

D/B/A (Business Name) T's Liquor Lane

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 October 17, 2019 City Hall

For a Catering or Picnic License – Address of Event 500 East Locust St. Union, MO

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

1510 Denmark Rd Union MO 63084  
Business Address City State Zip Code

SAME  
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21<sup>st</sup> amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 13.00 as payment of the fee required by this license.

Tammy L. Mitchell  
Signature of State Applicant / Managing Officer

(636) 584-8909 talallane@aol.com  
Phone Number / Email Address

Return and Make Check Payable to:  
Franklin County Clerks Office  
400 E Locust, Room 201  
Union, MO 63084  
LATE FEE \$25 PER MONTH  
LATE RENEWAL  
Questions call 636-583-6355

[Signature]  
(County Clerk signature)

R  F  A  B  S In Office Use # 26

# APPLICATION FOR COUNTY LIQUOR LICENSE

Sept 18, 2019  
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer Tammy L. Mitchell

Company T's Liquor Lane, LLC

D/B/A (Business Name) T's Liquor Lane

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 October 12, 2019, Howe Valley

For a Catering or Picnic License – Address of Event 7100 Thornton Rd. Pacific, MO

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

1510 Denmark Rd Union MO 63084  
Business Address City State Zip Code

SAME  
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21<sup>st</sup> amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 13.00 as payment of the fee required by this license.

Tammy L. Mitchell  
Signature of State Applicant / Managing Officer

(636)584-8909 talallane@aol.com  
Phone Number / Email Address

Return and Make Check Payable to:  
Franklin County Clerks Office  
400 E Locust, Room 201  
Union, MO 63084  
LATE FEE \$25 PER MONTH  
LATE RENEWAL  
Questions call 636-583-6355

Tom Bell  
(County Clerk signature)

R  F  A  B  S  In Office Use # 26

APPLICATION FOR COUNTY LIQUOR LICENSE

9/6/19

(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI

Name of State Applicant / Managing Officer Constance Pross **TIM BAKER**

Company St. Bridget of Kildare SEP 19 2019

D/B/A (Business Name) \_\_\_\_\_ CLERK OF THE COUNTY COMMISSION FRANKLIN COUNTY, MO. DEPUTY

The undersigned hereby makes application for a license to be granted by the County Commission of the aforesaid County for the sale of:

For a Catering or Picnic License - Date and Place of Event 11/3/19 St. Bridget of Kildare

For a Catering or Picnic License - Address of Event 223 West Union

All other Licenses - List what type of License applying for: \_\_\_\_\_  
120 West Osage Pacific MO 63069  
Business Address City State Zip Code

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

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21<sup>st</sup> amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 28 as payment of the fee required by this license.

Constance Pross  
Signature of State Applicant / Managing Officer

636-271-3993 Parishoffice@  
Phone Number / Email Address 86k Parish.org

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

Tim Baker  
(County Clerk signature)

R  F  A  B  S In Office Use # 25

APPLICATION FOR COUNTY LIQUOR LICENSE

9/16/19  
(Date)

TO THE HONORABLE COUNTY COMMISSION OF FRANKLIN COUNTY, MISSOURI:

Name of State Applicant / Managing Officer TONY T. KOORYUMJIAN

Company AUGUSTA WINE CO.

D/B/A (Business Name) AUGUSTA WINERY & MONTELLE WINERY

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 9/28/19 Purina Farms

For a Catering or Picnic License - Address of Event 300 Checkerboard Dr. Gray Summit, MO

All other Licenses - List what type of License applying for: \_\_\_\_\_

5601 HIGH ST. AUGUSTA MO 63332  
Business Address City State Zip Code

PO BOX 8 AUGUSTA MO 63332  
Mailing Address (if different than Business Address) City State Zip Code

I, hereby certify that I am a qualified legal voter and taxpaying citizen of the State of Missouri and of good moral character and that I have not been convicted since the ratification of the 21<sup>st</sup> amendment to the Constitution of the United States of a violation of the provisions of any law of the State of Missouri relating to the manufacture or sale of intoxication or non-intoxication liquor, or has any license for the sale of intoxicating or non-intoxication liquor heretofore issued to me been revoked, nor do I employ any person who has been convicted of such violations or whose license has been so revoked; that I am able to furnish bond to the State of Missouri in the sum required by law for the performance of my duties as such licensed seller of intoxicating or non-intoxicating liquor. That no distiller, wholesaler, winemaker or brewer or the employee, officer or agent of such, has directly or indirectly financially furnished me with financial aid, money or credit except ordinary commercial credit for the transaction of my business or is directly or indirectly financially interested in said business.

It is expressly understood and agreed by me that any license issued hereunder shall not be effective until I shall have applied for and been granted a license by the Supervisor of Liquor Control of the State of Missouri and shall have applied for and been granted a license by the above mentioned city, if such license be required by ordinance. It is also expressly understood and agreed that the license theretofore granted to me by the County Commission may be revoked by said Commission at any time upon proper showing of any violation by me or my employees of any law of the State of Missouri or of any regulation, ordinance or rule of aforesaid City concerning said business of selling intoxication or non-intoxicating liquors and upon revocation thereof I shall not be entitled to the refund in whole or in part of the fee paid for this license.

The undersigned applicant affirms that they will comply with the state and federal government immigration employment laws and verify the employment eligibility of all employees of the Applicant by using the E-verify system created by the federal government for use in confirming employment eligibility by employers.

I hereby tender the sum of \$ 13.00 as payment of the fee required by this license.

[Signature] 636-228-4301 (x23) / info @ augustawinery.com  
Signature of State Applicant / Managing Officer Phone Number / Email Address

Return and Make Check Payable to:  
Franklin County Clerks Office  
400 E Locust, Room 201  
Union, MO 63084  
LATE FEE \$25 PER MONTH  
LATE RENEWAL  
Questions call 636-583-6355

[Signature]  
(County Clerk signature) **FILED**  
SEPT 19 2019

R V F V A B S In Office Use FRANKLIN COUNTY, MO. DEPUTY  
#26