

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the 20th day of December 20 16

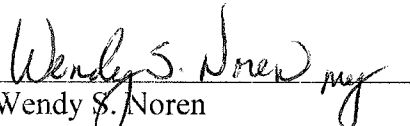
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 135-123116SS – Informer License Agreement with Entrinsik, Inc. of Raleigh, NC.

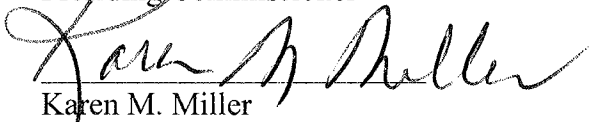
It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet and Entrinsik Informer License Agreement.

Done this 20th day of December, 2016

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: December 19, 2016  
RE: Sole Source Approval –135-123116SS – Informer License Agreement

Attached for signature and approval is Sole Source Request Form 135-123116SS – Informer License Agreement with Entrinsik, Inc. of Raleigh, North Carolina.

Cost is \$36,555 for the initial year with one year of support and upgrades. Support agreement may be renewed annually for \$7,311. Informer License Agreement will be paid from department 4101 – ECC Radio & Technology, account 71231 – Owner Costs. \$2.7 million was budgeted for the CAD and all of its components.

The intent to purchase as sole source was advertised in the Columbia Missourian and Columbia Tribune on November 30, 2016.

ATT Sole Source Request

cc: Trudy Fisher, Aron Gish/IT, Sole Source File

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



613 E. Ash, Rm 110  
Columbia, MO 65201  
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## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	Information Technology – BCJC/EM
<b>Person Requesting</b>	Aron Gish
<b>Date Requested</b>	November 8, 2016
<b>Contact Phone Number</b>	573-886-4315

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 11-28-16 Date

SOLE SOURCE NUMBER: 135-12311655  
(Assigned by Purchasing)

COMMISSION APPROVAL: Samuel K. Gish Signature 12-20-16 Date

Expiration Date: 20 through ON-GOING 20 One Time Purchase (check)

<b>Vendor Name</b>	Entrinsik Inc.
<b>Vendor Address</b>	7721 Six Forks Road, Suite 100 Raleigh, NC 27615
<b>Vendor Phone and Fax</b>	PH: 919-848-4828 FAX: 919-848-4829
<b>Product Description</b>	Informer Web Reporting Software and Dashboards
<b>Estimated Cost</b>	\$36,555.00
<b>Department/Account</b>	4101-71231 - ECC Project
<b>Number(s) Invoices Will Be Paid</b>	

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

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2. Briefly describe the commodity/material you are requesting and its function.  
\* Informer Reporting and Data Analysis Software  
\* This software has been used for years to create a catalog of reports across multiple user agencies.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
\* Existing catalog of user created reports and data analysis queries.
4. What research has been done to verify this vendor as the only known source?  
\* To use all feature of the existing reports, we will need to process them in Informer. Other reporting software that we have will not import the format of the reports from Informer.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.  
\* This software has been used for years to create a catalog of reports across multiple user agencies.  
\* To use all feature of the existing reports, we will need to p them in Informer. Other reporting software we have will not import the format of the reports from Informer.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
\* This product will have software annual maintenance of ~ \$XX.XXXX
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).  
\* The City had purchased the original software for the Joint Communications Department. The current software is not transferable to the County per the software vendor.
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.  
\* Unknown
10. What are the consequences of not securing this specific commodity/material?  
\* All reports would need to be recreated, system to system communication would need to be developed and all end users would need to be re-trained. This would all happen after we select a new product.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?



Date: 11/29/2016

Boone County Missouri  
801 East Walnut  
Columbia, MO 65201 USA

Dear Aron:

Entrinsik Inc. is the sole distributor of Informer, and all the add-on components to the CAD market. Entrinsik Inc. does not use third party vendors to sell to county government clients.

Sincerely,

A handwritten signature in black ink that reads "Douglas J. Leupen". The signature is written in a cursive, flowing style.

Douglas J. Leupen  
President / CEO

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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**To:** Melody Cook (884-0003)  
[cookmr@missouri.edu](mailto:cookmr@missouri.edu)  
[advertising@columbiamissourian.com](mailto:advertising@columbiamissourian.com)

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** November 28, 2016

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

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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

### **Informer Software and License from Entrinsik, Inc. of Raleigh, NC**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on December 13, 2016**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Wednesday, November 30, 2016  
COLUMBIA MISSOURIAN

Page : 1 of 1 11/29/2016 07:38:43  
Order Number : 30997086  
PO Number :  
Customer : L8864390 Boone Co. Purchasing  
Contact :  
Address1 : 613 East Ash  
Address2 :  
City St Zip : Columbia MO 65201  
Phone : (573) 886-4392  
Fax : (573) 886-4390  
Credit Card :  
Printed By : Richison, Susan  
Entered By : Richison, Susan  
Keywords : Informer Software and License  
Notes :  
Zones :

Ad Number : 31008405  
Ad Key : 30997086  
Salesperson : 67 - Legal Acct  
Publication : Columbia Missourian  
Section : Classified Section  
Sub Section : Classified Section  
Category : Legal Notices 1300  
Dates Run : 11/30/2016-11/30/2016  
Days : 1  
Size : 1 x 2.70, 27 lines  
Words : 127  
Ad Rate : Open  
Ad Price : 17.55  
Amount Paid : 0.00  
Amount Due : 17.55

**NOTICE OF INTENT TO MAKE SINGLE  
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Melinda Bobbitt, CPPO  
Director, Boone County Purchasing  
Insertion date: Wednesday, November 30, 2016

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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**To:** Ruby Kuhler  
rwheeler@tribmail.com

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** November 28, 2016

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

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Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org).

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

Insertion date: Wednesday, November 30, 2016  
COLUMBIA TRIBUNE



## Melinda Bobbitt

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**From:** Kuhler, Ruby <rgkuhler@columbiatribune.com>  
**Sent:** Tuesday, November 29, 2016 10:45 AM  
**To:** Melinda Bobbitt  
**Subject:** RE: ad  
**Attachments:** 2051321.pdf

Melinda:

Good morning! I have attached a copy of the notice as it will appear Wednesday 11/30. Total cost is \$33.76. Please review the attached proof closely and make the following notations:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 866-294-7696
- If no changes are required, please email confirmation

For your convenience, we will fax affidavits of publication on the final or next business day after the completion of your notice. If you'd like to utilize this option, please let us know with your fax number. We will mail the hard copy file after completion of the notice or with your bill.

### CANCELLATION POLICY

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions **MUST** be faxed to 866.294.7696. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

Ruby

Ruby Kuhler  
Classified Manager  
Columbia Daily Tribune  
**GateHouse Media LLC**  
573-815-1859  
[rkuhler@columbiatribune.com](mailto:rkuhler@columbiatribune.com)

**This message may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.**

**From:** Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]  
**Sent:** Monday, November 28, 2016 4:58 PM  
**To:** Kuhler, Ruby <rgkuhler@columbiatribune.com>  
**Subject:** ad

Ruby,

**NOTICE OF INTENT TO MAKE  
SINGLE FEASIBLE  
SOURCE PURCHASE**

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Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail:

**[mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**.

Melinda Bobbitt, CPPO  
Director, Boone County Purchasing

**INSERTION DATE:** November 30,  
2016



INFORMER LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into this \_\_\_\_ day of December 2016 (the "Effective Date"), by and between:

**Entrinsik, Inc.**  
 ("Entrinsik")  
 7721 Six Forks Rd.  
 Suite 100  
 Raleigh, NC 27615

and

**Boone County, Missouri**  
 Room 220  
 801 East Walnut  
 Columbia, MO 65201

**Installation Location**

The parties acknowledge and agree that the Software may only be installed and used at the installation location identified by the following address.

Room 220  
 801 East Walnut  
 Columbia, MO 65201

This Agreement consists of all of the provisions contained in the End-User License Agreement attached hereto as Exhibit A and the Support and Services Terms attached hereto as Exhibit B. Additional Exhibits agreed to in writing by the parties from time to time after the Effective Date shall be deemed part of this Agreement.

<u>Informer Components</u>	<u>Number of Informer Users</u>	<u>Initial License Fee</u>
Informer Web Reporting SQL Access Informer Dashboards	Unlimited Users Named Users	\$54,560
33% Quick Processing Discount		\$18,005
<b>Total</b>		<b>\$36,555</b>

**Informer Payment Terms\***

Payment Schedule Item	Number of Authorized Database Users	Amount Due	Payment Due Date
Initial Term with 1 year of support & upgrades	Unlimited Named Users	\$36,555	Agreement Signing
Annual Renewal: Support and License	Unlimited Named Users	\$7,311	Due 1 year after purchase

\*Notes:

1. All pricing and payment in United States' currency.
2. Licensee shall be solely responsible for any and all taxes and charges relating to the Software, including all sales, use and property taxes, but excluding tax based on Entrinsik's net income.
3. Payments are not refundable.
4. Any renewal of this License shall be subject to an Annual Support and License Fee equal to 20% of the current license fee payable within thirty (30) days of invoice receipt. Annual increases shall not exceed 10% per year.

- 5. The failure of Licensee to make any payments on the dates due shall constitute a default under this License.
- 6. Hourly rates are subject to change upon thirty (30) days prior written notice.

**EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED LICENSE TERMS AND CONDITIONS AND SUPPORT TERMS AND CONDITIONS, AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.**

Entrinsik, Inc.

Customer: Boone County, Missouri

By: DOUG LOUPEW, PRES.  
 (Print name and title)

By: DANIEL K. ATWILL  
 (Print name and title)

Signature: *Doug Loupen*

Signature: *Daniel K. Atwill*

Date: 12/5/16

Date: 12-20-16

APPROVED AS  
 TO LEGAL FORM  
*Atwill*  
 DATE: 12-10-  
11-28-16

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

James Pitchford by 12-12-16  
 Auditor HA Date

**ENTRINSIK INFORMER END-USER LICENSE AGREEMENT**

**READ CAREFULLY:** This End-User License Agreement (“EULA”) is a binding, legal agreement between you (either an individual person or your employer, if you are acquiring this Product on behalf of your employer) (“Licensee”) and Entrinsik, Inc., a North Carolina corporation (“Entrinsik”). For the purpose of this EULA “Product” refers to (i) the current version of the Entrinsik Informer software product (the “Software”), (ii) associated print and electronic documentation (“Documentation”), (iii) software updates, (iv) web-based materials, and (v) electronic services that Entrinsik may provide to Licensee in conjunction with the use of this software, to the extent that these items are not accompanied by a separate agreement. By downloading, installing, copying, accessing, or otherwise using this Product, Licensee agrees to be bound by the terms of this EULA. **If You do not agree to the terms of this EULA, do not download, install, copy, access, or otherwise use this Product. Promptly return the Product and any proof of authorization to the place of purchase or if downloaded contact the entity from which you downloaded this Product for a refund.**

1. Entrinsik hereby grants Licensee a non-exclusive, non-transferable license to install this Product on the number of web servers and database servers for access by the number of authorized users for which Licensee has paid the applicable license fee. Licensee may also make a reasonable number of copies of this Product for backup purposes only. Licensee agrees to ensure that each copy of this Product is a true and complete copy, including all copyright and trademark notices, and includes a copy of this EULA. The Product may only be used at the business location agreed to by the parties. Entrinsik reserves all rights to the Product not expressly granted in this EULA.
2. If Licensee has acquired an evaluation license, Licensee may use this Product in executable format only for a period of thirty (30) days following the first installation for evaluation purposes only. If Licensee has acquired a commercial license, Licensee may use this Product in executable format only for a period of twelve (12) months following the first installation. Thereafter, this EULA may be renewed upon the payment of the applicable renewal fees. If Licensee ceases to renew this EULA, the program shall cease to function at the end of the license term. If at any time during the term of this EULA, Licensee wishes to upgrade the level of services, Licensee must notify the supplier of this program and pay all applicable upgrade charges.
3. Licensee will not use the Software for any purpose other than for its own internal business purposes and as set forth in the Documentation. Licensee may not modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software, or create derivative works based upon all or any part of the Software. Licensee may not distribute, transfer, lease, assign, rent, make available for timesharing or sublicense the Software. Licensee is responsible for obtaining, maintaining and purchasing all computer hardware, Internet access services and other equipment or services needed to access and use the Software. Licensee agrees to use any third-party software and intellectual property included in the Software (“**Third Party Software**”) solely in connection with and as a part of the Software.
4. Licensee may not use this Product to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortious, or defamatory, nor to perform any activity which breaches the rights of any third party.
5. This EULA is effective for the term specified in Section 2 above or until otherwise terminated. This EULA will terminate automatically if Licensee fails to comply with any term or condition of this EULA. Within ten (10) days after the date of expiration or termination Licensee shall return to Entrinsik or destroy, at Entrinsik’s option, all copies of the Software in Licensee’s possession or control, including any and all copies made by Licensee. Licensee may terminate this EULA by providing Entrinsik notice and destroying the Software and all copies, duplicates or backups thereof.
6. Licensee agrees that all title and intellectual property rights in and to this Product, including but not limited to all source and object code; algorithms; text; images; data, screen and report layouts; and other media incorporated into this Product, are owned by Entrinsik and its licensors. This EULA does not grant Licensee any rights in connection with any trademarks of Entrinsik. Licensee acknowledges that Entrinsik may request, and Licensee may provide to Entrinsik, input regarding Licensee’s reactions, comments, and suggestions for improvement regarding the Software, including without limitation, usability, missing features, functional errors and bug reports. All such reports and other feedback Licensee provide to Entrinsik may be used by Entrinsik for any purpose whatsoever without compensation to Licensee.
7. Licensee agrees that the Software (including any Third Party Software), its functionality, and any other material provided by Entrinsik that is marked “confidential” (the “**Confidential Information**”) are the confidential property of Entrinsik. Licensee will not use or disclose any Confidential Information except to the extent Licensee can document that any such Confidential Information: (a) is in the public domain and generally available for use and disclosure by the general public, or (b) has been received by Licensee from a third party under no obligation of confidentiality in connection therewith. Licensee agrees not to deliver or otherwise make the Software available to anyone other than Licensee and only for the normal end-uses of the Software. Licensee agrees to safeguard the Software and to ensure that no unauthorized person gains access to the Software. The terms and conditions of this Section (Confidentiality) shall survive the termination or expiration of this EULA.
8. Licensee acknowledges that this Product is subject to U.S. export jurisdiction. Licensee agrees to comply with all applicable national laws and international treaties that apply to this Product, including the U.S. Export Administration

Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

9. Licensee grants Entrinsik the right to include Licensee's company or organization name in lists of Entrinsik customers published on its web site and other promotional materials.

10. This EULA is governed by the laws of the State of Missouri regard to its choice of law provisions.

11. U.S. Government Restricted Rights. The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the government is subject to restrictions set forth in subparagraphs (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 225.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

12. ENTRINSIK WARRANTS THAT IF THE SOFTWARE FAILS TO FUNCTION ACCORDING TO ITS DOCUMENTATION FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF INSTALLATION, ENTRINSIK WILL AT ITS OPTION, REPAIR OR REPLACE THE SOFTWARE OR REFUND THE FEES PAID FOR SUCH SOFTWARE. ENTRINSIK DOES NOT WARRANT THAT THE SOFTWARE OR THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, OR BE ERROR-FREE. OTHER THAN AS SET FORTH IN THIS EULA, ENTRINSIK AND ITS LICENSORS PROVIDE THIS PRODUCT "AS IS" AND WITH ALL FAULTS, AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, RESULTS, AND LACK OF NEGLIGENCE, ALL WITH REGARD TO THIS PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF THE USE OF THIS PRODUCT REMAINS WITH LICENSEE. IN NO EVENT SHALL ENTRINSIK HAVE ANY LIABILITY FOR OR OBLIGATION TO REPAIR ANY SOFTWARE OR COMPONENT THAT HAS BEEN ALTERED OR MODIFIED BY LICENSEE OR USED IN A MANNER NOT CONSISTENT WITH ITS DOCUMENTATION.

13. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ENTRINSIK OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, COSTS OF BUSINESS INTERRUPTION OR DELAYS, FOR PERSONAL INJURY OR PROPERTY DAMAGE, COSTS ASSOCIATED WITH LOST OR DAMAGED DATA OR DOCUMENTATION OR FAILURE OF DELIVERY, OR THE RELIABILITY, ACCURACY, COMPLETENESS OR USEFULNESS OF DATA OR OTHER RESULTS FROM USE OF THE SOFTWARE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THIS PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE IN CONNECTION WITH ANY ASPECT OF THIS EULA OR THIS PRODUCT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF ENTRINSIK, AND EVEN IF ENTRINSIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. ENTRINSIK'S AND ANY OF ITS LICENSORS' CUMULATIVE LIABILITY TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS OF DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS EULA SHALL NOT EXCEED THE LARGER OF THE LICENSE FEE PAID TO ENTRINSIK FOR THE USE OF THIS PRODUCT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD OR U.S. \$100.00.

15. Licensee acknowledges that this EULA, together with applicable pricing terms and support terms, constitutes the entire agreement between Licensee and Entrinsik relating to this Product, and supersedes all prior or contemporaneous oral or written communications, proposals, and representations regarding this Product. This EULA may be amended only in a writing signed by both parties. No vendor, distributor, dealer, retailer, sales person or other person is authorized to modify this EULA or to make any warranty, representation or promise which is different than, or in addition to, the representations or promises of this EULA.

16. If any provision of this EULA is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

17. No waiver of any right under this EULA shall be effective unless in writing, signed by a duly authorized representative of the waiving party; failure to insist upon strict compliance with this EULA shall not be deemed a waiver of any future right arising out of this EULA. Nothing in this EULA shall be construed to create any partnership, joint venture, employer-employee or agency relationship of any kind. If any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be fully severable, and this EULA shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this EULA. Licensee may not assign or transfer this EULA, and any such attempted assignment or transfer shall be null and void.

## SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

The following Product support and maintenance shall be provided to Licensee during the initial term of the License and any renewal term. Entrinsik reserves the right to suspend any of these services at any time that Licensee is delinquent in its payments to Entrinsik. Terms and conditions are subject to change on notice upon any renewal of the License Agreement.

**SUPPORT.** During Entrinsik's regular business hours, Entrinsik shall provide e-mail and telephone support to Licensee with respect to the use of the Product and the correction of errors. This support shall include (i) telephone and / or email dialogue concerning problem diagnosis and recommendations regarding the smooth operation of the Software (ii) Internet diagnosis and correction of failures of the Software to confirm with the material provisions of its Documentation. This support does not include data repair, end user training, time spent designing new reports or modifications or the programming of modifications.

**UPGRADES.** Entrinsik shall provide Licensee with new releases of the Software and associated Documentation as they become available.

**DELIVERY AND TESTING.** Licensee shall be responsible for all software installation services and the cost thereof. Entrinsik shall deliver the Software and any upgrades to the Installation Location as defined on the signature page of the License Agreement.

**INSTALLATION.** In the event that Entrinsik agrees to provide installation services, Entrinsik will install the Software in accordance with Entrinsik's installation policies and subject to Licensee's performance of its responsibilities as set forth below. The fees for such services is in addition to any licensee fee and will be quoted on a time and materials or fixed fee basis prior to the engagement of any installation services.

**RESPONSIBILITIES OF LICENSEE.** With respect to the Software and any equipment necessary to operate the Software, Licensee shall be solely responsible for (i) their selection to achieve Licensee's intended results; (ii) their use, installation and operation, and (iii) designating one (1) full-time employee to serve as Licensee's main point of contact with Entrinsik for all purposes with respect to the Software.

**REIMBURSEMENT OF EXPENSES.** Licensee will reimburse Entrinsik for the necessary and reasonable costs and expenses incurred by Entrinsik representatives or their agents to perform any other services hereunder, for travel and reasonable living expenses and any other miscellaneous expenses, when such services are performed for Licensee and approved by Licensee. Approval includes both verbal and documented approval. All such reimbursable expenses will be billed back to Licensee at Entrinsik's cost as actual charges and paid in accordance with these terms and conditions.

**PAYMENT.** Licensee agrees to pay one half (1/2) of Entrinsik's normal hourly consulting fees for time spent traveling during normal business hours (8:00 to 5:00 Eastern Time) to and from Licensee's location when Entrinsik is providing services. When possible Entrinsik agrees to travel outside of normal business hours.





**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Entrinsik, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1148648

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 1148648

**Approved by:**

<b>Employer</b> Entrinsik, Inc	
Name (Please Type or Print) Douglas Leupen	Title
Signature Electronically Signed	Date 12/05/2016
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/05/2016

Company ID Number: 1148648

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Entrinsik, Inc
Company Facility Address	7721 Six Forks Road Suite 100 Raleigh, NC 27615
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	561444707
North American Industry Classification Systems Code	511
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 1148648

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

NORTH CAROLINA                      1 site(s)

Company ID Number: 1148648

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

Name Edward L Buck  
Phone Number (919) 900 - 8733  
Fax Number (919) 848 - 4829  
Email Address tad@entrinsik.com

Name Douglas J Leupen  
Phone Number (919) 900 - 8733  
Fax Number (919) 848 - 4829  
Email Address dleupen@entrinsik.com





Company ID Number: 1148648

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**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

20th

day of

December

20 16

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

Now on this day the County Commission of the County of Boone does hereby award bid 47-28NOV16 – Custodial Services Term and Supply to Classic Cleaning and Remodeling, LLC of Columbia, MO.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Custodial Services Term and Supply.

Done this 20th day of December, 2016.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
Karen M. Miller

District I Commissioner

Janet M. Thompson  
Janet M. Thompson

District II Commissioner

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** December 12, 2016  
**RE:** **47-28NOV16- Custodial Services Term and Supply**

47-28NOV16- Custodial Services Term and Supply opened on November 28, 2016. Two bids were received. Public Works recommends award by low and best bid to Classic Cleaning and Remodeling, LLC of Columbia Missouri.

Cost of the contract is \$13,065 will be paid from Department 2040 – Public Works, Maintenance Operations, Account 60125-Custodial/Janitorial Services.

**att:** Bid Tab

**cc:** Greg Edington, Public Works  
Bid File

Bid Tabulation: 47-28NOV16 - Custodial Services Term and Supply			Classic Cleaning		COMO Commercial Cleaners & Lawn Care, LLC	
Item #	Description	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
4.7.1.A	Daily Custodial Services as per Section 2.6.4:	248	\$30.00	\$7,440.00	\$48.00	\$11,904.00
4.7.1.B	Weekly Custodial Services as per Section 2.6.5:	52	\$15.00	\$780.00	\$20.00	\$1,040.00
4.7.2	Hallsville Custodial services as per section 2.6.1	52	\$50.00	\$2,550.00	\$38.00	\$1,976.00
4.7.3.	Optional Work #1 - Strip & Wax VCT Tile Areas (single application)	2	\$600.00	\$1,200.00	\$350.00	\$700.00
4.7.4.	Optional Work #2 - Buff VCT Tile Floors (monthly)	12	\$90.00	\$1,080.00	\$75.00	\$900.00
4.7.5.	Optional Work #3 - Temporary Custodial Work (Hourly)	1	\$15.00	\$15.00	\$20.00	\$20.00
	<b>Total:</b>			<b>\$13,065.00</b>		<b>\$16,540.00</b>
4.7.6.	<b>Renewal Pricing</b>					
	Max % Increase 1st Renewal			4.00%		2.00%
	Max % Increase 2nd Renewal			4.00%		2.00%
	Max % Increase 3rd Renewal			4.00%		3.00%
4.8.1.	Avg time to perform all service required for 4.7.1. Daily Service			3 Hour		3 Hours
4.8.2.	Avg time to perform all service required for 4.7.2. Weekly Service			1 Hour		1 1/2 Hour
	Other large T&S Contracts (Y/N)			Yes		Yes
4.8.3.	If "Y," Company info			Water & Light, Boone County Public Works, Water & Light Distribution		Dialysis Clinic, Jared Jenkins, Dents Unlimited
4.10.	Cooperative Purchasing? (Y/N)			Y		Y

**"NO BID"**

Lisa Arnold Cleaning

584-2016

**PURCHASE AGREEMENT  
FOR  
CUSTODIAL SERVICES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of December 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Classic Cleaning and Remodeling, LLC**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Custodial Services Term and Supply**, bid number **47-28NOV16**, any applicable addenda, and the Contractor's bid response dated **11/21/16** and executed by **Byron Holmes** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on **January 1, 2017** and continuing through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

**CLASSIC CLEANING AND REMODELING, LLC**

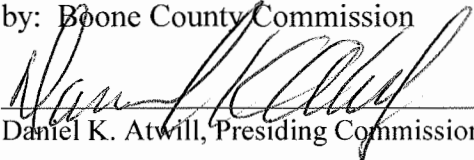
by   
(vendor signature)

title \_\_\_\_\_

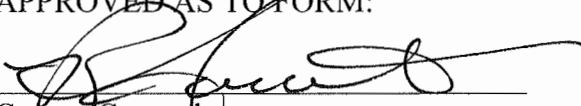
address \_\_\_\_\_

\_\_\_\_\_

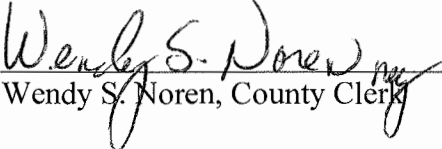
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

  
County Counselor

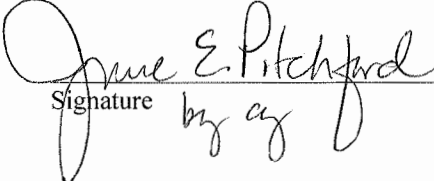
**ATTEST:**

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

2040/60125 TERM SUPPLY

  
Signature by ag

12/13/16  
Date

Appropriation Account

## **STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

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

13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

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

4. Revised Response Form

4.1. Company Name: CLASSIC-CLEANING  
 4.2. Address: PO BOX 7601  
 4.3. City/Zip: COLUMBIA 65205  
 4.4. Phone Number: 573 808 6319  
 4.5. Email Address: BYRONCLASSIC3@CHAPTER.NET  
 4.6. Federal Tax ID: 43-1747386

- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) LLC

4.7. PRICING: (Optional work may be used by County during contract term, but it is not guaranteed work.)

DESCRIPTION	Cost for One Time per Day of Service	Extended for 248 Days Per Year		
4.7.1A. Daily Custodial services as per section 2.6.4.	\$ <u>30</u>	\$ <u>7,440</u>		<u>00</u>
	Cost for One Time per Week of Service	Extended for 52 Weeks		
4.7.1B. Weekly Custodial services as per section 2.6.5.	\$ <u>15</u>	\$ <u>780</u>		<u>00</u>
4.7.2. Hallsville Custodial services as per section 2.6.1.	\$ <u>50<sup>00</sup></u>	\$ <u>2550</u>		<u>00</u>
	Cost For a Single Application	Quantity	Extended Total	
4.7.3. <b>Optional Work #1:</b> Strip and Wax VCT tile areas	\$ <u>600<sup>00</sup></u>	2	\$ <u>1200</u>	<u>00</u>
4.7.4. <b>Optional Work #2:</b> Buff VCT tile Floors (monthly)	\$ <u>90<sup>00</sup></u>	12	\$ <u>1080</u>	<u>00</u>
4.7.5. <b>Optional Work #3 (as defined in section 2.13.):</b> Temporary Custodial Work – Hourly	\$ <u>15<sup>00</sup></u> /hour			
4.7.6. <b>Renewal pricing:</b>				
Maximum percentage increase for first renewal	<u>4</u> %			
Maximum percentage increase for second renewal	<u>4</u> %			
Maximum percentage increase for third renewal	<u>4</u> %			

## CERTIFICATION OF INDIVIDUAL BIDDER

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

1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

  
Applicant

11-21-16  
Date

Byron Holmes  
Printed Name

4.8. MISCELLANEOUS INFORMATION

4.8.1. What is the average amount of time to perform all service required for 4.7.1. Daily Service? <sup>Hour</sup> 3 ONE PERSC

4.8.2. What is the average amount of time to perform all service required for 4.7.2. Weekly Service? 1 HOUR

4.8.3. Does your firm provide this type of service to other large customers on a term and supply type contract? YES

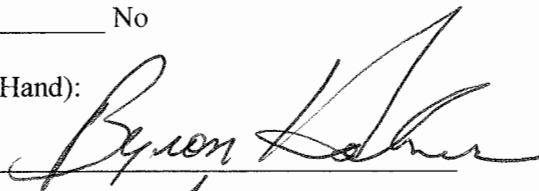
If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide. If possible, list a

4.8.4. minimum of three references.

BUS LEAD TO SSSI Tom Bass → WATER & Light Columbia - ELE MORGAN LONG 8191421 573  
→ WATER & Light + Columbia - Distribution - Floyd 87490 573  
→ BOONE COUNTY Public Works - Greg - 573 444 8815 573

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
 Yes  No

4.11. Authorized Representative (Sign By Hand): 

4.11.1. Type or Print Signed Name: BYRON HOLMES

4.11.2. E-mail address: BYRONCLASSIC3@CHARTER.NET

4.12. Today's Date: 11-21-16





*Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

***Phil Fichter, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: PFichter@boonecountymo.org

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***Bid Data***

Bid Number: **47-28NOV16**  
Commodity Title: **Custodial Services Term and Supply**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

***Bid Submission Address and Deadline***

Day / Date: **MONDAY, NOVEMBER 28, 2016**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**  
Directions: The Purchasing office is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

***Pre-Bid Conference***

Day / Date: **THURSDAY, NOVEMBER 17, 2016**  
Time: **10:00 A.M.**  
Location: **Boone County Public Works  
5551 Tom Bass Road  
Columbia, MO 65201**

***Bid Opening***

Day / Date: **MONDAY, NOVEMBER 28, 2016**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**

***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
  - 2.0: **Primary Specifications**
  - 3.0: **Response Presentation and Review**
  - 4.0: **Response Form**
- Instructions for Compliance with House Bill 1549**  
**Certification Of Individual Bidder**  
**Affidavit**  
**Work Authorization Certification**
- Attachment 1** **Public Works Building Plan**  
**Standard Terms and Conditions**  
**“No Bid” Response Form**

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous related experience, price, lifecycle cost, ability to deliver, performing services in a timely fashion, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.4.1. The resulting contract will be considered "Non-Exclusive". The County reserves the right to



purchase service from other suppliers.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **January 1, 2017 through December 31, 2017** and may be automatically renewed for up to an additional **three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **Custodial Services for Boone County Public Works** as specified herein.
  - 2.1.1. The Contractor shall provide custodial services for designated areas of the Boone County Public Works Office Building at 5551 S. Tom Bass Rd. (see Attachment 1) and/or Boone County Public Works Hallsville Facility at 780 E. Hwy 124 (see attachment 2) in accordance with the terms and conditions set forth herein. The designated area for cleaning at the S. Tom Bass Rd. facility is approximately 6,350 square feet. The designated cleaning area of the Hallsville Facility is 608 square feet. It is the bidder's responsibility to verify the exact size of the areas needing custodial services.
- 2.2. **PRE-BID CONFERENCE** - A pre-bid conference is scheduled for **THURSDAY, NOVEMBER 17, 2016 at 10 a.m. at Boone County Public Works, 5551 S. Tom Bass Road, Columbia, MO 65201**. Upon completion of the pre-bid conference, a site tour will be conducted. An optional site tour will be available by appointment for the Hallsville Facility.
  - 2.2.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
  - 2.2.2. Bidders are strongly encouraged to advise the Boone County Purchasing Department within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
  - 2.2.3. Bidder's failure or omission to examine relevant site will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to understand the scope of services to be provided.
- 2.3. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the prices noted on the Response Form for the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> renewal periods. Proposed renewal pricing will be used in the bid evaluation.
  - 2.3.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
  - 2.3.2. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities.
  - 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
- 2.6. **MINIMUM CONTRACT REQUIREMENTS** - The contractor shall perform all services listed below. Costs for said services must include all materials, tools, equipment, cleaning supplies, and labor not provided by the County.

- 2.6.1. **The contractor must provide custodial services as specified daily and weekly, after 5:30 p.m., Monday through Friday at the Public Works Tom Bass location. Custodial services (tasks as described in 2.6.4 and 2.6.5) at the Hallsville location will be performed only ONE time per week on a regular basis (ex. Every Friday after 5:30).** Please note that custodial services performed on Saturday or Sunday may substitute for services performed on Fridays if proper notice is given to the County. No custodial services will be needed on designated County holidays and the Friday after Thanksgiving.
- 2.6.2. **Holiday Schedule** – Boone County observes the following State holidays: New Year’s Day, Martin Luther King, Jr. Day, Lincoln Day, President’s Day, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Contractor will not be required to provide any services on these County holidays and additionally, custodial services are not required on the Friday after Thanksgiving.
- 2.6.3. Custodial Services shall begin on January 2, 2017. The contractor’s tasks and schedules for performance of work, as outlined herein shall not be taken as all inclusive, especially when some tasks may take less than 15 minutes to complete. All custodial services must be performed in a manner satisfactory to the County department staff. The contractor shall not engage or secure the services of sub-contractors in performing the contract unless the contractor obtains prior approval from the County Purchasing Department and the appropriate County Department Supervisor.
- 2.6.3.1. **Cleaning Standard** - The level of consistent cleanliness for the Boone County Public Works Building is defined as follows: **Prestige Cleaning** - A cleaning standard that will provide unsolicited compliments from occupants, employees and/or visitors, and one that will make the cleaning complaint a rarity.
- 2.6.4. Custodial Services to be Completed **Daily** (except County holidays) :
- Dust mop and damp mop all VCT and hard surface floors.
  - Vacuum all entry mats and carpets wall to wall.
  - Empty all trash cans, replace liners as needed and deposit in dumpster. (Liners provided by Boone County).
  - Clean entry glass at all doors to remove fingerprints, streaks and smudges.
  - Clean and sanitize all restrooms: a) sweep and mop (or vacuum) all floor areas; b) clean and sanitize all stools, sinks, and urinals with a germicidal disinfectant cleanser; c) refill paper towels, hand soap and toilet paper as required (Hand soap and paper products provided by Boone County); d) wipe down walls, mirrors, partitions and counters, as needed, to maintain cleanliness; e) empty trash and replace liners (provided by Boone County).
  - Clean Conference Rooms and place chairs back under table.
  - Clean Break rooms (2): wipe down table tops and counters with germicidal disinfectant cleanser.
  - Straighten reception area and damp wipe counters.
  - Clean and sanitize water fountains (removing calcium buildup).
- 2.6.5. Custodial Services to be Completed **Weekly** :
- Dust all exposed areas of private offices and work stations (do not touch computers, paperwork or personal items).
  - Edge vacuum behind doors and along wall edges.
  - Pick up trash around entrances.
- 2.7. **Equipment and Supplies** – The contractor must furnish and maintain, in good repair, all equipment, including but not limited to mops, brooms, buffers, vacuum cleaners, automatic scrubbers, and any other equipment necessary to perform the duties listed herein.
- 2.7.1. **Chemical Use** - The contractor shall not use any products, supplies or equipment that may be injurious or damaging to the surfaces upon which they are to be applied. The contractor shall be responsible for restoring and/or replacing any equipment, facilities, furniture, floor covering, etc. so damaged. Contractor is required to comply with all Federal, State or Local regulations as they relate to the use and application of any product or chemical. Applicable Material Safety Data Sheets will be provided to the County.
- 2.7.2. The County will supply all hand soap, paper products, trash liners and bags.

- 2.7.3. The contractor shall provide all cleaning products, a list of which must be provided to the Public Works Facility Manager immediately upon award. Examples of cleaning supplies that should be provided include: toilet bowl cleaner/disinfectant, carpet cleaners, counter top cleaners, water fountain and sink cleaners, polishing agents, products used for dusting, floor cleaners and polishers, glass cleaners, stainless steel cleaners, wood cleaners/polishers, wall washing agents, tile cleaners, and any other products determined to be necessary to perform the work identified in this contract.
- 2.8. **Security Requirements** – The contractor shall be responsible for keeping the building locked while the contractor or the contractor’s employees are on the premises. The contractor shall be responsible for locking all doors and turning off all lights when the contractor or the contractor’s employees are leaving their assigned work areas.
- 2.8.1. The contractor shall be issued keys to the areas in which the custodial services shall be provided. In the event of contract termination or upon completion of the contract, all monies owed to the contractor shall be withheld until contractor has surrendered all keys and cards issued.
- 2.8.2. Contractor shall provide the Public Works Facility Manager with names and telephone numbers of those individuals who will be responsible for the keys mentioned above.
- 2.9. **Failure to comply with any of the forgoing security requirements shall give the County unilateral right to terminate the contract immediately.**
- 2.10. **Reporting Requirements** – The contractor’s supervisor shall leave a memo referencing any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, or damage, as well as any mitigating circumstances which prevented the workers from performing the contractual service.
- 2.11. **Supervision** – The contractor shall designate an individual of his/her staff to be responsible for the satisfactory completion of each service visit. The designated individual’s name shall be given to the Public Works Facility Manager immediately upon receiving the notice to proceed from the Purchasing Department.
- 2.11.1. The supervisor must have at least (2) two years of recent experience (within the past five (5) years) in directing cleaning type operations in a supervisory capacity for a building of the approximate size to that of the building to be cleansed under this contract.
- 2.12. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.12.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.12.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging

operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.12.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.12.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.12.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.13. **Temporary Custodial Services** - The County requests an hourly rate for custodial services in the event additional services are recognized at a later time. Contractor shall comply with the same requirements as set forth in this bid with the exception that the County will supply any equipment or materials needed while using this service. Bid submitted in response is per hour on an as-requested basis. Time measurement will be in hours for the time required to complete the work. Time would begin upon check-in on site at any Boone County facility and would include various shifts.
- 2.14. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Public Works Department, 5551 Tom Bass Road, Columbia, MO 65201. Payment will be made within 30 days of receipt of a correct **MONTHLY** statement. Invoices will be used as back-up documentation only. The Public Works Department will not process payments from individual invoices.
- 2.15. **DESIGNEE** – Greg Edington, Telephone: (573) 449-8515. Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201.
- 2.16. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Phil Fichter, Buyer, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390; E-mail: PFichter@boonecountymmo.org.
- 2.17. **Criminal Background Check:** The contractor shall, at their expense, conduct a background check for each of their employees. The contractor shall also ensure a similar check has been done of their subcontractor's employees ("covered individual") who will have access to the County's facilities. All background checks must be conducted prior to any covered individual's initial access to the County facility and, depending on the contract's term, on an annual basis thereafter. The contractor shall provide written confirmation that the background checks have been conducted for each covered individual gaining access to the County facilities. The

check shall include the following: a criminal record that includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime. If such a check reveals any of the foregoing, the contractor shall not assign the covered individual to any County contract. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the County's express written authorization. The County may also conduct its own independent background checks and bar any covered individual from accessing the County's facilities at its complete discretion. The contractor's failure to comply with the terms of this provision shall be considered a material breach rendering the contractor in default under its contract with the County and allowing for immediate termination by the County. Prior to each contractor employee entering any Boone County facility, each contractor employee's or subcontractor's employees ("covered individual") background check shall be sent to Greg Edington, Public Works, via email at [gedington@BooneCountyMO.org](mailto:gedington@BooneCountyMO.org), or faxed to Greg Edington's attention at 573-875-1602.

**3. Response Presentation and Review**

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- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening" all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all products used in order to ensure quality.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Revised Response Form

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Email Address: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_

- 4.6.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

4.7. PRICING: (Optional work may be used by County during contract term, but it is not guaranteed work.)

DESCRIPTION	Cost for One Time per Day of Service	Extended for 248 Days Per Year		
4.7.1A. Daily Custodial services as per section 2.6.4.	\$ _____	\$ _____		
	Cost for One Time per Week of Service	Extended for 52 Weeks		
4.7.1B. Weekly Custodial services as per section 2.6.5.	\$ _____	\$ _____		
4.7.2. Hallsville Custodial services as per section 2.6.1.	\$ _____	\$ _____		
	Cost For a Single Application	Quantity	Extended Total	
<b>Optional Work #1:</b>				
4.7.3. Strip and Wax VCT tile areas	\$ _____	2	\$ _____	
<b>Optional Work #2:</b>				
4.7.4. Buff VCT tile Floors (monthly)	\$ _____	12	\$ _____	
4.7.5. <b>Optional Work #3 (as defined in section 2.13.):</b>				
Temporary Custodial Work – Hourly	\$ _____	/hour		
4.7.6. <b>Renewal pricing:</b>				
Maximum percentage increase for first renewal	_____	%		
Maximum percentage increase for second renewal	_____	%		
Maximum percentage increase for third renewal	_____	%		



4.8. MISCELLANEOUS INFORMATION

4.8.1. What is the average amount of time to perform all service required for 4.7.1. Daily Service? \_\_\_\_\_

4.8.2. What is the average amount of time to perform all service required for 4.7.2. Weekly Service? \_\_\_\_\_

4.8.3. Does your firm provide this type of service to other large customers on a term and supply type contract? \_\_\_\_\_

4.8.4. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide. If possible, list a minimum of three references.

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4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

4.11. Authorized Representative (Sign By Hand):

4.11.1. Type or Print Signed Name: \_\_\_\_\_

4.11.2. E-mail address: \_\_\_\_\_

4.12. Today's Date: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

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

Additional information may be obtained from:

[http://www.uscis.gov/USCIS/E-Verify/Custom%20Support/Employer%20MOU%20\(September%202009\).pdf](http://www.uscis.gov/USCIS/E-Verify/Custom%20Support/Employer%20MOU%20(September%202009).pdf)

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

## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

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

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

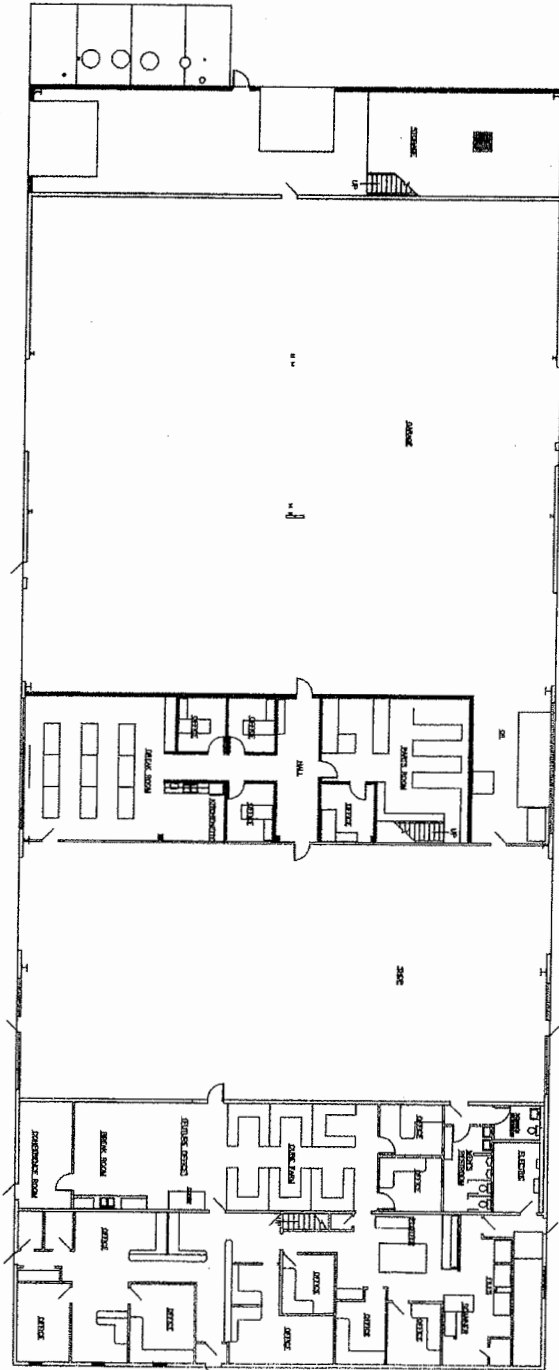
\_\_\_\_\_  
Notary Public

My Commission Expires:



# Attachment 1

MAIN LEVEL FLOOR PLAN





## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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



17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



***“No Bid” Response Form***

**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

Phil Fichter, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A BID**

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 47-28NOV16 – Custodial Services Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

20th

day of

December

20

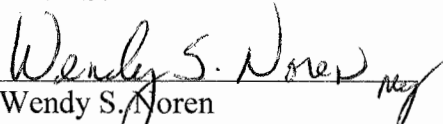
16

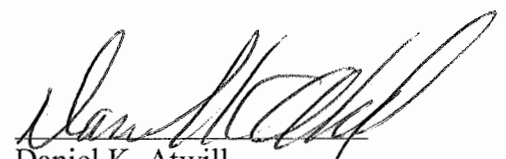
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2753 W. Mill Creek Terrace, parcel #16-800-34-02-001 00 01

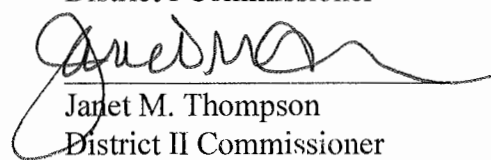
Done this 20th day of December, 2016.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	December Session
2753 W. Mill Creek	)	October Adjourned
Terrace	)	Term 2016
Columbia, MO 65203	)	Commission Order No. <u>585-2016</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 20<sup>th</sup> day of December 2016, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage and other refuse on the premises.
4. The location of the public nuisance is as follows: 2753 W. Mill Creek Terrace, a/k/a parcel# 16-800-34-02-001.00 01, Section 34, Township 48, Range 13 as shown in deed book 0707 page 0619, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 4<sup>th</sup> day of November to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

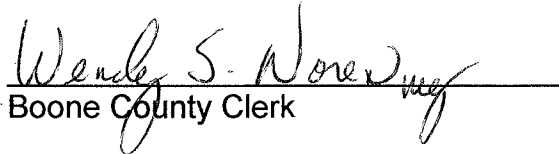
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
Presiding Commissioner

ATTEST:

  
Boone County Clerk

Photographs taken 12/6/16 @ ~ 11:00 am  
2753 W. Mill Creek Terrace



Photographs taken 12/6/16 @ ~ 11:00 am  
2753 W. Mill Creek Terrace



Stephen L. and Linda O'Keefe  
2753 W. Mill Creek Terrace  
Health Department nuisance notice - timeline

- 10/13/16: citizen complaint received
- 10/26/16: initial inspection conducted
- 10/27/16: notice of violation sent to owner, return receipt requested
- 11/04/16: owner signed for notice
- 12/06/16: reinspection conducted – violation not abated - photographs taken at ~ 11:00 am
- 12/07/16: hearing notice sent





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Stephen L. and Linda O'Keefe
2753 W. Mill Creek Terrace
Columbia, MO 65203-9400

An inspection of the property you own located at 2753 W. Mill Creek Terrace (parcel # 16-800-34-02-001.00 01) was conducted on October 26, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, December 20, 2016 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

[Handwritten signature of Kristine Vellema]

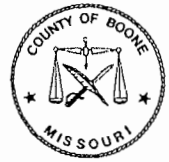
Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 7th day of December 2016 by mn.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Stephen L. and Linda O'Keefe
2753 W. Mill Creek Terrace
Columbia, MO 65203-9400

An inspection of the property you own located at 2753 W. Mill Creek Terrace (parcel # 16-800-34-02-001.00 01) was conducted on October 26, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 27th day of October 2016 by mn.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

7016 0910 0001 2240 9390

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee \$  
 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

Postmark Here  
 11/04

Postage \$  
 Total Postage and Fees \$ **6.46**

Sent To Stephen & Linda O'Keefe  
 Street and 2753 W. Mill Creek Terrace  
 City, State Columbia, MO 65203-9400

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Stephen & Linda O'Keefe  
 2753 W. Mill Creek Terrace  
 Columbia, MO 65203-9400



9590 9402 2068 6132 3810 37

2. Article Number (Transfer from service label)  
 7016 0910 0001 2240 9390

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Linda O'Keefe  Agent  
 Addressee

B. Received by (Printed Name) Linda O'Keefe  
 C. Date of Delivery 11/04

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery

- 6860
- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6860 Status: Open Entity: City of Columbia  
Description: 2753 W. Millcreek Terrace

**Comments**  
Katy Cassidy reported the lady is a hoarder and solid waste no longer sets dumpsters in county.

**Call Details**

Call type: CE-County Nuisance  
Entry date/time: 10/13/2016 08:50:18  
Entry user ID: Niles, Michelle M Health - .  
Origin:  
Work group: Environmental Health

**Contact Information**

Contact ID: 154830  
Contact name: Undefined  
From phone: (573) 555-5555  
Customer:  
Location:  
Service:

**Call Assignment/Notification**

Contact notification: Call back  
Notification date:  
Email updates: No  
Notification user:  
Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
Close user:  
Elapsed time:  
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



**Boone County Assessor**

Boone County Government Center  
 801 E. Walnut, Rm. 143  
 Columbia, MO 65201-7733

Office (573) 886-4270  
 Fax (573) 886-4254  
 Open 8:00 am - 5:00 pm Monday to Friday

**Parcel** 16-800-34-02-001.00 01

**Property Location** 2753 W MILL CREEK TER

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **O'KEEFE STEPHEN L & LINDA**  
 Address **2753 W MILL CREEK TER**  
 City, State Zip **COLUMBIA, MO 65203 - 9400**

Subdivision Plat Book/Page 0021 0043

Section/Township/Range **34 48 13**  
 Legal Description **MILL CREEK TERRACE  
 LOT 1**

Deeded Acreage **3.39**  
 Deed Book/Page 0707 0619

<b>Current Appraised</b>				<b>Current Assessed</b>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	54,900	282,200	337,100	RI	10,431	53,618	64,049
<b>Totals</b>	<b>54,900</b>	<b>282,200</b>	<b>337,100</b>	<b>Totals</b>	<b>10,431</b>	<b>53,618</b>	<b>64,049</b>

**Most Recent Tax Bill(s)**  
**Residence Description**

Year Built	1988		
Use	SINGLE FAMILY (101)		
Basement	FULL (4)	Attic	NONE (1)
Bedrooms	4	Main Area	3,144
Full Bath	2	Finished Basement Area	0
Half Bath	1		
Total Rooms	8	Total Square Feet	<u>3,144</u>

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 This Web application was developed by [Boone County](http://boonecountymo.org).

Boone County, Missouri

Unofficial Document  
Filed for record on December 13 1988 at 1:27 o'clock P.M. in Boone Co. Mo.  
Document No. 350 recorded in Book 707 page 619 Bettie Johnson, Recorder of Deeds

**CORPORATION GENERAL WARRANTY DEED**

619

This is a legally binding contract. If not understood, seek competent advice.

THIS INSTRUMENT, made this 30 day of November 1988, by and between  
**WULFF BROTHERS CONSTRUCTION CO.**

a corporation of the State of Missouri, Party of the First Part, Grantor, and  
**STEPHEN L. O'KEEFE and LINDA O'KEEFE, Husband and Wife,**  
Party or Parties of the Second Part, of the County of H. BOONE State of MISSOURI  
Grantor's Mailing Address: 2753 E. Millcreek Columbia MO 65203

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the Party or Parties of the Second Part, the receipt whereof is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Party of the First Part, a corporation, does by these presents GRANT, BARGAIN AND SELL, CONFIRM AND CONFIRM unto the said Party or Parties of the Second Part, their heirs and assigns, the following described real estate, situated in the County of BOONE State of Missouri, to wit:

Lot One (1) of MILL CREEK TERRACE as shown by the plat recorded in Plat Book 21, Page 43, Records of Boone County, Missouri.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same, with all and singular the rights, privileges, appurtenances and amenities thereto belonging, or in any wise appertaining, unto the said Party or Parties of the Second Part and their heirs and assigns, FOREVER, and the said Party of the First Part hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the said Party or Parties of the Second Part and their heirs and assigns, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the year 1989, special assessments becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed by its \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary, and its corporate seal hereto affixed, the day and year first above written.

WULFF BROTHERS CONSTRUCTION CO.



\_\_\_\_\_  
a corporation  
By William J. Wulff  
President  
Attest: Al H. Wulff  
Secretary

STATE OF MISSOURI  
COUNTY OF BOONE

On this 29th day of December 1988  
before me appeared WILLIAM J. WULFF  
to me personally known, who, being by me duly sworn (or affirmed) did say that he is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ President acknowledged said instrument to be free act and deed of said corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written. My term expires the 15 day of February 1992  
Linda Arens  
Notary Signature  
LINDA ARENS 2/15/92  
Print or Type name of Notary Public

STATE OF MISSOURI  
COUNTY OF BOONE

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 3 day of January 1989 at 1 o'clock and 27 minutes P.M. and is truly recorded in Book 707 Page 619



Bettie Johnson  
Recorder of Deeds  
Kathleen Wortzmann  
Deputy

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of

December

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached amended and restated Plan Document for the Cafeteria Plan for the Employees of Boone County effective January 1, 2017.

Done this 20th day of December, 2016.

ATTEST:

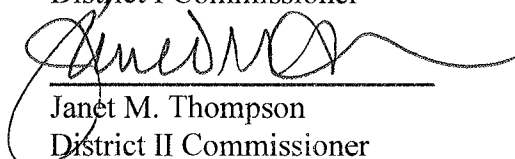
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**Cafeteria Plan  
for the Employees of  
Boone County**

Plan Document

Originally Effective March 1, 1994  
Amended and Restated Effective January 1, 2017



## Section 1 Introduction

### 1.1 Establishment of the Plan

Boone County (the “Employer”) originally established the Boone County Cafeteria Plan (the “Plan”) on March 1, 1994. The Employer hereby amends and restates the Plan effective January 1, 2017 (the “Effective Date”).

### 1.2 Purpose of the Plan

This Plan allows an Employee to participate in the following Benefit Options:

- **Premium Only Plan (POP)** to make pre-tax Salary Reduction Contributions to pay the Employee’s share of the premium or contribution for the Insurance Plan(s).
- **Health Flexible Spending Account (Health FSA)** to make pre-tax Salary Reduction Contributions to an account for reimbursement of certain Health Care Expenses.
- **Dependent Care Assistance Program (DCAP)** to make pre-tax Salary Reduction Contributions to an account for reimbursement of certain Dependent Care Expenses.
- **Health Savings Account Contribution Benefit (HSA Contribution Benefit)** to make pre-tax Salary Reduction Contributions to a Health Savings Account.

### 1.3 Legal Status

This Plan is intended to qualify as a “cafeteria plan” under the Code §125, and regulations issued thereunder and shall be interpreted to accomplish that objective.

The **Health FSA** is intended to qualify as a self-insured health reimbursement plan under Code §105, and the Health Care Expenses reimbursed are intended to be eligible for exclusion from participating Employees’ gross income under Code §105(b).

The **DCAP** is intended to qualify as a dependent care assistance program under Code §129, and the Dependent Care Expenses reimbursed are intended to be eligible for exclusion from participating Employees’ gross income under Code §129(a).

The **HSA Contribution Benefit** is intended to meet all requirements of §223 of the Code.

Although reprinted within this document, the **Health FSA**, the **DCAP** and the **HSA Contribution Benefit** are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code §§105 and 129. The **Health FSA** is also a separate plan for purposes of applicable provisions of COBRA and HIPAA.

#### **1.4 Capitalized Terms**

Many of the terms used in this document begin with a capital letter. These terms have special meaning under the Plan and are defined in the Glossary at the end of this document or in other relevant Sections. When reading the provisions of the Plan, please refer to the Glossary at the end of this document. Becoming familiar with the terms defined there will provide a better understanding of the procedures and Benefits described.

**Section 2**  
**General Information**

<b>Name of the Cafeteria Plan</b>	Boone County Cafeteria Plan
<b>Name of Employer</b>	Boone County
<b>Address of Plan</b>	801 E. Walnut <del>701 E. Broadway</del> , Columbia, MO 65201
<b>Plan Administrator</b>	Boone County
<b>Plan Sponsor and its IRS</b>	Boone County
<b>Employer Identification Number</b>	43-6000349
<b>Named Fiduciary &amp; Agent for Service of Legal Process</b>	Boone County
<b>Type of Administration</b>	The Plan is administered by the Plan Administrator with Benefits provided in accordance with the provisions of the Boone County Cafeteria Plan. It is not financed by an insurance company and Benefits are not guaranteed by a contract of insurance. Boone County may hire a third party to perform some of its administrative duties such as claim payments and enrollment.
<b>Plan Number</b>	501
<b>Benefit Option Year</b>	The twelve-month period ending December 31.
<b>Plan Effective Date</b>	January 1, 2017
<b>Claims Administrator</b>	Application Software Inc.
<b>Plan Renewal Date</b>	January 1
<b>Internal Revenue Code and Other Federal Compliance</b>	It is intended that this Plan meet all applicable requirements of the Internal Revenue Code of 1986 (the "Code") and other federal regulations. In the event of any conflict between this Plan and the Code or other federal regulations, the provisions of the Code and the federal regulations shall be deemed controlling, and any conflicting part of this Plan shall be deemed superseded to the extent of the conflict.
<b>Discretionary Authority</b>	The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion, shall determine the appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained.

In particular, the Plan Administrator shall have full and sole

discretionary authority to interpret all Plan documents, and make all interpretive and factual determinations as to whether any individual is entitled to receive any Benefit under the terms of this Plan. Any construction of the terms of any Plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties. Any interpretation shall be subject to review only if it is arbitrary, capricious, or otherwise an abuse of discretion.

Any review of a final decision or action of the Plan Administrator shall be based only on such evidence presented to or considered by the Plan Administrator at the time it made the decision that is the subject of review. Accepting any Benefits or making any claim for Benefits under this Plan constitutes agreement with and consent to any decisions that the Plan Administrator makes in its sole discretion and further constitutes agreement to the limited standard and scope of review described by this Section.

**Section 3**  
**Benefit Options and Method of Funding**

**3.1 Benefits Offered**

Each Employee may elect to participate in one or more of the following Benefits:

- **Premium Only Plan (POP)** as described in Schedule A.
- **Health Flexible Spending Account (Health FSA)** as described in Schedule B.
- **Health Savings Account Contribution Benefit (HSA Contribution Benefit)** as described in Schedule C.
- **Dependent Care Assistance Program (DCAP)** as described in Schedule D.

Benefits under the Plan shall not be provided in the form of deferred Compensation.

**3.2 Employer and Participant Contributions**

- **Employer Contributions.** The Employer may, but is not required to, contribute to any of the Benefit Options. There are no Employer Contributions for the **POP** under this Plan; however, if the Participant elects the **POP** as described in Schedule A, the Employer may contribute toward the Insurance Plan(s) as provided in the respective plan or policy of the Employer.
- **Participant Contributions.** The Employer shall withhold from a Participant's Compensation by Salary Reduction on a pre-tax basis, or with after-tax deductions, an amount equal to the Contributions required for the Benefits elected by the Participant under the Salary Reduction Agreement. The maximum amount of Salary Reductions shall not exceed the aggregate cost of the Benefits elected.

**3.3 Computing Salary Reduction Contributions**

- **Salary Reductions per Pay Period.** The Participant's Salary Reduction is an amount equal to:
  - The annual election for such Benefits payable on a semi-monthly basis in the Period of Coverage;
  - An amount otherwise agreed upon between the Employer and the Participant; or
  - An amount deemed appropriate by the Plan Administrator. (Example: in the event of a shortage of reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate.)
- **Salary Reductions Following a Change of Elections.** If the Participant changes his or her election under the **POP**, **Health FSA** or **DCAP**, as permitted under the Plan, the Salary Reductions will be, for the Benefits affected, calculated as follows:
  - An amount equal to:

- The new annual amount elected pursuant to the Method of Timing and Elections section below;
    - Less the aggregate Contributions, if any, for the period prior to such election change;
    - Payable over the remaining term of the Period of Coverage commencing with the election change;
  - An amount otherwise agreed upon between the Employer and the Participant; or
  - An amount deemed appropriate by the Plan Administrator. (Example: in the event of a shortage of reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate.)
- **Salary Reductions Considered Employer Contributions for Certain Purposes.** Salary Reductions to pay for the Participant's share of the Contributions for Benefit Options elected for purposes of this Plan and the Code are considered Employer Contributions.
  - **Salary Reduction Balance Upon Termination of Coverage.** If, as of the date that coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the required Contributions necessary for Benefit Options elected up to the date of termination, the Employer will either return the excess to the Participant as additional taxable wages or recoup the amount due through Salary Reduction amounts from any remaining Compensation.
  - **After-Tax Contributions for POP.** After-tax Contributions for the Insurance Plan will be paid outside of this Plan.

### 3.4 Funding This Plan

- **Benefits Paid from General Assets.** All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer nor the Plan Administrator to maintain any fund or to segregate any amount for the Participant's benefit. Neither the Participant, nor any other person, shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets, it may hire a third party administrator to perform some of its administrative duties such as claims payments and enrollment.
- **Participant Bookkeeping Account.** While all Benefits are to be paid from the general assets of the Employer, the Employer will keep a bookkeeping account in the name of each Participant. The bookkeeping account is used to track allocation and payment of Plan Benefits. The Plan Administrator will establish and maintain under each Participant's bookkeeping account a subaccount for each Benefit Option elected by each Participant.
- **Maximum Contributions.** The maximum Contributions that may be made under this Plan for the Participant are the total of the maximums that may be elected for the **POP** as described in Schedule A, **Health FSA** as described in Schedule B, **HSA Contribution Benefit** as described in Schedule C and the **DCAP** as described in Schedule D.

## Section 4 Eligibility and Participation

### 4.1 Eligibility to Participate

An individual is eligible to participate in this Plan if such individual meets the definition of Employee as set forth in the Glossary.

Eligibility requirements to participate in the individual Benefit Options may vary from the eligibility requirements to participate in this Plan.

### 4.2 Required Salary Reduction Agreement

To participate in the **Benefit Option(s)**, an Employee must complete, sign and return to the Plan Administrator a Salary Reduction Agreement by the deadline designated by the Plan Administrator. If an Employee fails to return a Salary Reduction Agreement, the Employee is deemed to have elected cash and will not be allowed to change such election until the next Open Enrollment unless the Employee experiences an event permitting an election change mid-year.

The Employee may begin participation on the 1st of the month coincident with or next following the date on which the Employee has met the Plan's eligibility requirements or in accordance with the Enrollment requirements each year.

### 4.3 Termination of Participation

A Participant will terminate participation in this Plan upon the earlier of:

- The expiration of the Period of Coverage for which the Employee has elected to participate unless during the Open Enrollment Period for the next Plan Year the Employee elects to continue participating;
- The termination of this Plan; or
- The date on which the Employee ceases to be an Employee because of retirement, termination of employment, layoff, reduction in hours, or any other reason. Eligibility may continue beyond such date for purposes of COBRA coverage, where applicable as set forth in the respective Schedule attached hereto, as may be permitted by the Plan Administrator on a uniform and consistent basis, but not beyond the end of the current Plan Year.

**False or Fraudulent Claims.** The Plan Administrator has the authority to terminate participation in the Plan if it has been determined that a Participant has filed a false or fraudulent claim for Benefits.

Termination of participation in this Plan will automatically revoke the Participant's participation in the elected Benefit Options, according to the terms thereof.

#### **4.4 Rehired Employees**

If a Participant terminates employment with the Employer for any reason, including, but not limited to, disability, retirement, layoff, leave of absence without pay, or voluntary resignation, and then is rehired within the same Plan Year and within 30 days or less of the date of termination of employment, the Employee will be reinstated with the same elections that the Participant had prior to termination. If the Employer rehires a former Participant within the same Plan Year but more than 30 days following termination of employment and the Participant is otherwise eligible to participate in the Plan, then the individual may not participate in the Plan for the remainder of the Plan Year.

#### **4.5 Eligibility Rules Regarding the Health FSA**

An Employee enrolled in a Health Savings Account (HSA) is not eligible to enroll in the **Health FSA**.

#### **4.6 Eligibility Rules Regarding the HSA Contribution Benefit**

An Employee must be an HSA Employee to elect to participate in the **HSA Contribution Benefit Plan**.

Only Employees who satisfy the following conditions may be considered an HSA Employee:

- Covered under a qualifying HDHP maintained by the Employer;
- Opened an HSA with the custodian chosen by the Employer;
- Not covered under any other non-HDHP maintained by one Employer that is determined by the Employer to offer disqualifying health coverage;
- Not claimed as a tax dependent by anyone else;
- Not enrolled in Medicare coverage; and
- Eligible to participate in the Plan.

#### **4.7 FMLA Leaves Of Absence**

**Health Benefits.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under FMLA then to the extent required by FMLA, the Participant will be entitled to continue the Benefits that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. For example, the Employer will continue to pay its share of the Contribution to the extent the Participant opts to continue coverage. In the event of unpaid FMLA leave, a Participant may elect to continue such Benefits.

If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contribution:

- With after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;



- With pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation, if any, including unused sick days and vacation days; or
- By pre-paying all or a portion of the Contribution for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation.

To pre-pay the Contribution, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available. Pre-tax dollars may not be used to fund coverage during the next Plan Year.

Coverage will terminate if Contributions are not received by the due date established by the Employer. If a Participant's coverage ceases while on FMLA leave for any reason, including for non-payment of Contributions, the Participant will be entitled to re-enter upon return from such leave on the same basis as the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA.

A Participant whose coverage ceased under any of the aforementioned plans will be entitled to elect whether to be reinstated in such plans at the same coverage level as in effect before the FMLA leave with increased Contributions for the remaining Period of Coverage, or at a coverage level that is reduced pro-rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro-rata for the period of FMLA leave, the amount withheld from a Participant's Compensation on a payroll-by-payroll basis for the purpose of paying for his or her Contributions will be equal to the amount withheld prior to the period of FMLA leave.

**Non-Health Benefits.** If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits (such as **DCAP** Benefits) is to be determined by the Employer's policy for providing such Benefits when the Participant is on leave not qualified as an FMLA leave of absence, as described below. If such policy permits a Participant to discontinue Contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

#### **4.8 Non-FMLA Leaves of Absence**

If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax Contributions while on leave or with catch-up Contributions after the leave ends, as may be determined by the Plan Administrator.

If a Participant goes on an unpaid leave that affects eligibility, the election change rules set forth by this Plan will apply. To the extent COBRA applies, the Participant may continue coverage under COBRA.

#### **4.9 Death**

A Participant's beneficiaries or representative of the Participant's estate, may submit claims for expenses that the Participant incurred through the end of the month in which the Participant ceases to be eligible for the Plan due to death. A Participant may designate a specific beneficiary for this purpose. If no beneficiary is specified, the Plan Administrator or its designee may designate the Participant's Spouse, another Dependent, or representative of the estate. Claims incurred by the Participant's

covered Spouse or any other of the Participant's covered Dependents prior to the end of the month in which the Participant dies may also be submitted for reimbursement.

#### **4.10 COBRA**

Under the COBRA rules, as discussed in the attached Schedule B, where applicable, the Participant's Spouse and Dependents may be able to continue to participate under the **Health FSA** through the end of the Period of Coverage in which the Participant dies. The Participant's Spouse and Dependents may be required to continue making Contributions to continue their participation.

#### **4.11 USERRA**

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under USERRA, then to the extent required by USERRA, the Employer will continue the Benefits that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. In the event of unpaid USERRA leave, a Participant may elect to continue such Benefits during the leave.

If the Participant elects to continue coverage while on USERRA leave, then the Participant may pay his or her share of the Contribution with:

- After-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer; or
- Pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation, if any, including unused sick days and vacation days.

Coverage will terminate if Contributions are not received by the due date established by the Employer. If a Participant's coverage ceases while on USERRA leave for any reason, including for non-payment of Contributions, the Participant will be entitled to re-enter such Benefit upon return from such leave on the date of such resumption of employment and will have the same opportunities to make elections under this Plan as persons returning from non-USERRA leaves. Regardless of anything to the contrary in this Plan, an Employee returning from USERRA leave has no greater right to Benefits for the remainder of the Plan Year than an Employee who has been continuously working during the Plan Year.

## Section 5 Method of Timing and Elections

### 5.1 Initial Election

An Employee must complete, sign and return a Salary Reduction Agreement within the election-period set forth therein to enroll in the Benefit Options.

Unless otherwise specified by the Employer, an Employee who first becomes eligible to participate in the Plan mid-year will commence participation on the 1st day of the month coinciding with or after the date the Employee completes, signs and returns a Salary Reduction Agreement or completes a Salary Reduction Agreement using the electronic system produced by the Employer (if any), within the election period set forth therein.

Eligibility for Benefits shall be subject to the additional requirements, if any, specified in the applicable Benefit Option. The provisions of this Plan are not intended to override any exclusions, eligibility requirements or waiting periods specified in the applicable Benefit Options.

### 5.2 Open Enrollment

During each Open Enrollment Period, the Plan Administrator shall provide a Salary Reduction Agreement to each Employee who is eligible to participate in the Plan. The Salary Reduction shall enable the Employee to elect to participate in the Benefit Options for the next Plan Year, and to authorize the necessary Salary Reductions to pay for the Benefits elected. The Employee must complete sign and return the Salary Reduction Agreement or complete an election using the electronic system provided by the Employer, if any, to the Plan Administrator on or before the last day of the Open Enrollment Period.

If an Employee makes an election to participate during an Open Enrollment Period, then the Employee will become a Participant on the first day of the next Plan Year.

The Employer may, in lieu of a Salary Reduction Agreement, provide an electronic method for Employees to use to make elections. The Employer may require Employees to use the electronic system to make elections. Use of an electronic system will have the same effect as a signed Salary Reduction Agreement.

### 5.3 Failure To Elect

If an Employee fails to complete, sign and return a Salary Reduction Agreement or fails to complete an election using the electronic system (if any) provided by the Employer within the time described in the Elections paragraphs as discussed immediately above, then the Employee will be deemed to have elected to receive his or her entire Compensation in cash. Where the Employer provides for an automatic election for the **POP**, the Employee will have also agreed to a Salary Reduction for such Employee's Contribution to the **POP**.

Such Employee may not enroll in the Plan:

- Until the next Open Enrollment Period; or

- Until an event occurs that would justify a mid-year election change as described in the Irrevocability of Election and Exceptions section below.

## Section 6 Irrevocability of Elections and Exceptions

### 6.1 Irrevocability of Elections

A Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates, except as described in this Section.

The irrevocability rules do not apply to the **HSA Contribution Benefit** election.

The rules regarding irrevocability of elections and exceptions are quite complex. The Plan Administrator will interpret these rules in accordance with prevailing IRS guidance.

### 6.2 Procedure for Making New Election If Exception to Irrevocability Applies

- **Timing for Making New Election if Exception to Irrevocability Applies.** A Participant may make a new election within 60 days of the occurrence of an event described in section 6.4 below, if the election under the new Salary Reduction Agreement is made on account of and corresponds to the event. A Change in Status, as defined below, that automatically results in ineligibility in the Insurance Plan(s) shall automatically result in a corresponding election change, whether or not requested.
- **Effective Date of New Election.** Elections made pursuant to this Section shall be effective on the 1st of the month following or coinciding with the Plan Administrator's receipt and approval of the election request for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in "Certain Judgments, Decrees and Orders" or for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only.
- **Changes.** For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or other document.
- **Effect on Maximum Benefits.** Any change in an election affecting annual Contributions to the **Health FSA** or **DCAP** also will change the maximum reimbursement Benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement Benefits for the balance of the Period of Coverage shall be calculated by adding:
  - Any Contributions made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election; to
  - The total Contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Benefit Option; reduced by
  - All reimbursements made during the entire Period of Coverage.

### 6.3 Change in Status Defined

A Participant may make a new election that corresponds to a gain or loss of eligibility and coverage under this Plan or under any other plan maintained by the Employer or a plan of the Spouse's or Dependent's employer that was caused by the occurrence of a Change in Status. A Change in Status is any of the events described below, as well as any other events included under subsequent changes to Code §125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

- **Legal Marital Status.** A change in a Participant's legal marital status including marriage, death of a Spouse, divorce, legal separation or annulment;
- **Number of Dependents.** Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption. In the case of the **DCAP**, a change in the number of Qualifying Individuals as defined in Code §21(b)(1);
- **Employment Status.** Any of the following events that change the employment status of the Participant, Spouse or Dependents:
  - A termination or commencement of employment;
  - A strike or lockout;
  - A commencement of or return from an unpaid leave of absence;
  - A change in worksite; or
  - If the eligibility conditions of this Plan or another employee benefit plan of the Participant, Spouse or Dependent depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes, or ceases to be, eligible under this Plan or another employee benefit plan;
- **Dependent Eligibility Requirements.** An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular Benefit; and
- **Change in Residence.** A change in the place of residence of the Participant, Spouse or Dependent(s).

### 6.4 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Benefit Option.

The following rules shall apply to all Benefit Options except where expressly limited below.

- **Open Enrollment Period.** A Participant may change an election during the Open Enrollment Period.

- **Termination of Employment.** A Participant's election will terminate upon termination of employment as described in the Eligibility and Participation section above.
- **Leave of Absence.** A Participant may change an election upon a leave of absence as described in the Eligibility and Participation section above.
- **Change in Status.** (*Applies to the POP and Health FSA as limited below, and DCAP as limited below.*) A Participant may change the actual or deemed election under the Plan upon the occurrence of a Change in Status, but only if such election change corresponds with a gain or loss of eligibility and coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer, referred to as the general consistency requirement.

A Change in Status that affects eligibility for coverage also includes a Change in Status that results in an increase or decrease in the number of an Employee's family members who may benefit from the coverage.

The Plan Administrator, on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change satisfies the general consistency requirement. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter elections based on the specified Change in Status:

- **Loss of Spouse or Dependent Eligibility.** For a Change in Status involving a Participant's divorce, annulment or legal separation, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health coverage for:
  - The Spouse involved in the divorce, annulment, or legal separation;
  - The deceased Spouse or Dependent; or
  - The Dependent that ceased to satisfy the eligibility requirements.

Canceling coverage for any other individual under these circumstances fails to correspond with that Change in Status.

Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA or similar health plan continuation coverage under the Employer's plan, then the Participant may increase his or her election to pay for such coverage. This rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation.

- **Gain of Coverage Eligibility Under Another Employer's Plan.** When a Participant, Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of that Participant's Spouse or Dependent, a Participant may elect to terminate or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained

or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

- **Special Consistency Rule for DCAP Benefits.** With respect to the **DCAP**, the Participant may change or terminate the Participant's election upon a Change in Status if:
  - Such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an Employer's plan; or
  - The election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code §129.
- **HIPAA Special Enrollment Rights** (*Applies to the POP only*). If the Participant, the Participant's Spouse or Dependent is entitled to special enrollment rights under a group health plan as required by HIPAA, then the Participant may revoke a prior election for group health plan coverage and make a new election provided that the election change corresponds with such HIPAA special enrollment right. As more specifically defined by HIPAA, a special enrollment right will arise in the following circumstances:
  - The Participant, Spouse or Dependent declined to enroll in group health plan coverage because the Participant, the Participant's Spouse or Dependent had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted; or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;
  - The Participant acquired a new Dependent as a result of marriage, birth, adoption or placement for adoption; or
  - The Employee or Dependents who are eligible but did not enroll for coverage when initially eligible and:
    - The Employee or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage terminated as a result of loss of eligibility and the Employee requests coverage under the Plan within 60 days after the termination; or
    - The Employee or Dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP, and the employee requests coverage under the Plan within 60 days after eligibility is determined.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change due to birth, adoption, or placement for adoption of a new Dependent child may, subject to the group health plan, be effective retroactively for up to 30 days.

- **Certain Judgments, Decrees and Orders.** (*Applies to the POP and Health FSA, but does not apply to the DCAP*). If a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody, including a Qualified Medical Child Support Order



(QMCSO) requires accident or health coverage, including an election for **Health FSA** Benefits for a Participant's Dependent child, a Participant may:

- Change an election to provide coverage for the Dependent child provided that the order requires the Participant to provide coverage; or
  - Change an election to revoke coverage for the Dependent child if the order requires that another individual provide coverage under that individual's plan and such coverage is actually provided.
- **Medicare and Medicaid.** *(Applies to the POP and Health FSA as limited below, but does not apply to the DCAP).* If a Participant, Spouse or Dependent is enrolled in a Benefit under this Plan and becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may prospectively reduce or cancel the Health Plan covering the person, and the **Health FSA** coverage may be cancelled but not reduced. However, such cancellation will not be effective to the extent that it would reduce future contributions to the **Health FSA** to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year. Further, if a Participant, Spouse, or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the **Health FSA** coverage.
  - **Change in Cost.** *(Applies to the POP and DCAP as limited below, but does not apply to the Health FSA).* For purposes of this Section, "similar coverage" means coverage for the same category of Benefits for the same individuals.
    - **Insignificant Cost Changes.** The Participant is required to increase his or her elective Contributions to reflect insignificant increases in the required Contribution for the Benefit Options, and to decrease the elective Contributions to reflect insignificant decreases in the required Contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically make this increase or decrease in affected Participants' elective Contributions on a prospective basis.
    - **Significant Cost Increases.** If the Plan Administrator determines that the cost charged to an Employee for a Benefit significantly increases during a Period of Coverage, the Participant may:
      - Make a corresponding prospective increase to elective Contributions by increasing Salary Reductions;
      - Revoke the election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Option that provides similar coverage; or
      - Terminate coverage going forward if there is no other Benefit Option available that provides similar coverage.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant.

- **Significant Cost Decreases.** If the Plan Administrator determines that the cost of any Benefit (such as the premium for the Health Plan) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes:
  - Participants enrolled in that Benefit Option may make a corresponding prospective decrease in their elective contributions by decreasing Salary Reductions;
  - Participants who are enrolled in another benefit package option may change their election on a prospective basis to elect the Benefit Option that has decreased in cost; or
  - Employees who are otherwise eligible may elect the Benefit Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant.
- **Limitation on Change in Cost Provisions for DCAP Benefits.** The above “Change in Cost” provisions apply to **DCAP** Benefits only if the cost change is imposed by a dependent care provider who is not a relative of the Employee.
- **Change in Coverage.** (*Applies to the **POP** and **DCAP**, but not to the **Health FSA***). The definition of “similar coverage” applied in the Change of Cost provision above also applies here.
  - **Significant Curtailment.** Coverage under a Plan is deemed to be “significantly curtailed” only if there is an overall reduction in coverage provided under the Plan to constitute reduced coverage generally. If coverage is “significantly curtailed,” Participants may elect coverage under a Benefit Option that provides similar coverage. In addition, if the coverage curtailment results in a “Loss of Coverage” as defined below, Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a curtailment is “significant,” and whether a Loss of Coverage has occurred in accordance with prevailing IRS guidance.
    - **Significant Curtailment Without Loss of Coverage.** If the Plan Administrator determines that a Participant’s coverage under a Benefit Option (or the Participant’s, Spouse’s or Dependent’s coverage under the respective employer’s plan) is significantly curtailed without a Loss of Coverage during a Period of Coverage, the Participant may revoke an election for the affected coverage and prospectively elect coverage under another Benefit Option if offered, that provides similar coverage.
    - **Significant Curtailment With a Loss of Coverage.** If the Plan Administrator determines that a Participant’s coverage under this Plan (or the Participant’s, Spouse’s or Dependent’s coverage under the respective employer’s plan) is significantly curtailed, and such curtailment results in a Loss of Coverage during a Period of Coverage, the Participant may revoke an election for the affected coverage, and may either prospectively elect coverage under another Benefit Option that provides similar

coverage or drop coverage if no other Benefit Option providing similar coverage is offered by the Employer.

- **Definition of Loss of Coverage.** For purposes of this Section, a “Loss of Coverage” means a complete loss of coverage. In addition, the Plan Administrator in its sole discretion and on a uniform and consistent basis, may treat the following as a Loss of Coverage:
  - A substantial decrease in the health care providers available under the Benefit Package Plan;
  - A reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
  - Any other similar fundamental loss of coverage.
- **Addition or Significant Improvement of a Benefit Option.** If during a Period of Coverage, the Plan adds a new Benefit Option or significantly improves an existing Benefit Option, the Plan Administrator may permit the following election changes:
  - Participants who are enrolled in a Benefit Option other than the newly-added or significantly improved Benefit Option that provides similar coverage may change their election on a prospective basis to cancel the current Benefit Option and instead elect the newly added or significantly improved Benefit Option; and
  - Employees who are otherwise eligible may elect the newly added or significantly improved Benefit Option on a prospective basis, subject to the terms and limitations of the Benefit Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Option.
- **Loss of Coverage Under Another Group Health Coverage.** A Participant may prospectively change an election to add group health coverage for the Participant, Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including, but not limited to, the following:
  - A children’s health insurance program (CHIP) under Title XXI of the Social Security Act;
  - A health care program of an Indian Tribal government (as defined in Code §7701(a)(40)), the Indian Health Service, or a tribal organization;
  - A state health benefits risk pool; or
  - A foreign government group health plan, subject to the terms and limitations of the applicable Benefit Option.
- **Change in Coverage Under Another Employer Plan.** A Participant may make a prospective election change that is on account of and corresponds with a change made under an

employer plan, including a plan of the Employer or a plan of the Spouse's or Dependent's employer, so long as:

- The other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or
- The Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan.

The Plan Administrator, on a uniform and consistent basis, will decide whether a requested change is because of, and corresponds with, a change made under the other employer plan.

- **Enrollment in a Group Health Plan that Offers Minimal Essential Coverage or in a Health Care Exchange or Marketplace.** An Employee may make a **prospective** election change that is on account of and corresponds with a change to his/her **POP** election, so long as:

- The Employee's employment status changes from an expectation to work 30 hours or more per week to an expectation to work less than 30 hours per week (even if that change fails to make the Employee ineligible for Employer-sponsored group health plan coverage); AND the Employee enrolls in a group health plan that offers minimal essential coverage (as defined by the Affordable Care Act) with a new coverage effective date no later than the first day of the second month following the month that includes the date the original coverage is revoked; or
- The Employee is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace or the Employee seeks to enroll in a Marketplace during the Marketplace's annual open enrollment period; AND the Employee enrolls in the Marketplace with a new coverage effective date no later than the day immediately following the last day the original coverage is revoked.

No such changes shall be made retroactively.

- **Change in Dependent Care Service Provider.** A Participant may make a prospective election change that corresponds with a change in the dependent care service provider. For example:

- If the Participant terminates one dependent care service provider and hires a new dependent care service provider, the Participant may change coverage to reflect the cost of the new service provider; and
- If the Participant terminates a dependent care service provider because a relative or other person becomes available to take care of the child at no charge, the Participant may cancel coverage.

A Participant entitled to change an election as described in this Section must do so in accordance with the procedures described this Section.

## **6.5 Election Modifications for HSA Contribution Benefits May be Changed Prospectively At Any Time**

As set forth in Schedule C, an election to make a Contribution to an **HSA Contribution Benefit** can be increased, decreased or revoked at any time on a prospective basis. Such election changes shall be effective no later than the 1<sup>st</sup> day of the next calendar month following the date that the election change was filed. No other Benefit Option election changes can occur as a result of a change in an **HSA Contribution Benefit** election except as otherwise permitted in this Section.

A Participant entitled to change an election as described in this Section must do so in accordance with the procedures described above.

## **6.6 Election Modifications Required by Plan Administrator**

The Plan Administrator may require, at any time, any Participant or class of Participants to amend their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to:

- Satisfy any of the Code's nondiscrimination requirements applicable to this Plan or another cafeteria plan;
- Prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of Benefits hereunder than would otherwise be recognized;
- Maintain the qualified status of Benefits received under this Plan; or
- Satisfy any of the Code's nondiscrimination requirements or other limitations applicable to the Employer's qualified Plans.

In the event that Contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount, and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

## Section 7 Claims and Appeals

### 7.1 Claims Under the Plan

If a claim for reimbursement under the **Health FSA** or **DCAP** is wholly or partially denied, or if the Participant is denied a Benefit under the Plan regarding the Participant's coverage under the Plan, then the claims procedure described below will apply.

### 7.2 Notice from ASI

If a claim is denied in whole or in part, ASI will notify the Participant in writing within 30 days of the date that ASI received the claim. This time may be extended for an additional 15 days for matters beyond the control of the ASI, including cases where a claim is incomplete. ASI will provide written notice of any extension, including the reason(s) for the extension and the date a decision by ASI is expected to be made. When a claim is incomplete, the extension notice will also specifically describe the required information, and will allow the Participant at least 45 days from receipt of the notice to provide the specified information, and will have the effect of suspending the time for a decision on the claim until the specified information is provided. Notification of a denied claim will include:

- The specific reasons for the denial;
- The specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary to validate the claim and an explanation of why such material or information is necessary; and
- Appropriate information on the steps to take to appeal ASI's adverse benefits determination, including the right to submit written comments and have them considered, and the right to review, upon request and at no charge, relevant documents and other information, and the right to file suit, where applicable, with respect to any adverse benefits determination after the final appeal of the claim.

### 7.3 First Level Appeal to ASI

If a claim is denied in whole or in part, the Participant, or the Participant's authorized representative, may request a review of the adverse benefits determination upon written application to ASI. The Participant, or the Participant's authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and, if review is requested, to prepare for such review.

An appeal of an adverse benefits determination must be made in writing within 30 days upon receipt of the notice that the claim was denied. If an appeal is not made within the above referenced timeframe all rights to appeal the adverse benefits determination and to file suit in court will be forfeited. A written appeal should include: additional documents, written comments, and any other information in support of the appeal. The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

#### **7.4 ASI Action on Appeal**

ASI, within a reasonable time, but no later than 60 days after receipt of the request for review, will decide the appeal. ASI may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reasons for the decision on review;
- The specific Plan provisions on which the decision is based;
- A statement regarding the right to review, upon request and at no charge, relevant documents and other information. If an “internal rule, guideline, protocol, or other similar criterion” is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and
- Appropriate information on the steps to take to appeal ASI’s adverse benefits determination, including the right to submit written comments and have them considered, and the right to review, upon request and at no charge, relevant documents and other information, and the right to file suit, where applicable, with respect to any adverse benefits determination after the final appeal of the claim.

#### **7.5 Second and Final Level Appeal to the Plan Administrator**

If the decision on review affirms ASI’s initial denial, the Participant may request a review of the adverse appeal determination upon written application to the Plan Administrator.

The Participant, or the Participant’s authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and, if review is requested, to prepare for such review.

An appeal of an adverse appeal determination must be made in writing within 30 days after receipt of the notice that the claim was denied. If an appeal is not made within the above referenced timeframe all rights to appeal the adverse benefits determination and to file suit in court will be forfeited. A written appeal should include: additional documents, written comments, and any other information in support of the appeal. The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

#### **7.6 Plan Administrator Action on Appeal**

The Plan Administrator, within a reasonable time, but no later than 60 days after receipt of the request for review, will decide the appeal. The Plan Administrator may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any

medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reason(s) for the decision on review;
- The specific Plan provision(s) on which the decision is based;
- A statement regarding the right to review, upon request and at no charge, relevant documents and other information. If an “internal rule, guideline, protocol, or other similar criterion” is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and
- A statement regarding the right to bring suit, where applicable.

### **7.7 Appeal Procedure for Eligibility or Salary Reduction Issues**

If the Participant is denied a Benefit under the Plan due to questions regarding the Participant’s eligibility or entitlement for coverage under the Plan or regarding the amount the Participant owes, the Participant may request a review upon written application to the Plan Administrator.

The Participant, or the Participant’s authorized representative, may request access to all relevant documents in order to evaluate whether to request review of an adverse benefits determination and if review is requested, to prepare for such review.

An appeal of an adverse benefits determination must be made in writing within 30 days upon receipt of the notice that the claim was denied. If an appeal is not made within the above referenced timeframe all rights to appeal the adverse benefits determination and to file suit in court will be forfeited. A written appeal should include: additional documents, written comments, and any other information in support of the appeal. The review of the adverse benefits determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The Plan Administrator, within a reasonable time, but no later than 30 days after receipt of the request for review, will decide the appeal. The Plan Administrator may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with the appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of any medical expert consulted in connection with the appeal will be provided. If the decision on review affirms the initial denial of the claim, a notice will be provided which sets forth:

- The specific reasons for the decision on review;
- The specific Plan provisions on which the decision is based;
- A statement regarding the right to review, upon request and at no charge, relevant documents and other information. If an “internal rule, guideline, protocol, or other similar criterion” is relied on in making the decision on review, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar



criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge upon request; and

- Appropriate information on the steps to take to appeal the Plan Administrator's adverse benefits determination, including the right to submit written comments and have them considered, and the right to review, upon request and at no charge, relevant documents and other information, and the right to file suit, where applicable, with respect to any adverse benefits determination after the final appeal of the claim.

If the decision on review affirms the Plan Administrator's initial denial, the Participant may request a review of the adverse appeal determination upon written application to the Plan Administrator. The Second and Final Level of Appeals Procedures described above will apply.

**Section 8**  
**Plan Administration**

**8.1 Plan Administrator**

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out in accordance with the terms of the Plan document and for the exclusive benefit of persons entitled to participate in this Plan and without discrimination among them.

**8.2 Powers of the Plan Administrator**

The Plan Administrator shall have such powers and duties as may be necessary or appropriate to discharge its functions hereunder. The Plan Administrator shall have final discretionary authority to make such decisions and all such determinations shall be final, conclusive and binding. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters hereunder. The Plan Administrator shall have the following discretionary authority:

- To construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of Benefits under this Plan (provided that the Committee shall exercise such exclusive power with respect to an appeal of a claim);
- To prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- To prepare and distribute information explaining this Plan and the Benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- To request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- To furnish each Employee and Participant with such reports in relation to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide Benefits under this Plan;
- To receive, review and keep on file such reports and information concerning the Benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- To appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and Benefit consultants;
- To sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;

- To secure independent medical or other advice and require such evidence as deemed necessary to decide any claim or appeal; and
- To maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

### **8.3 Reliance on Participant, Tables, etc.**

The Plan Administrator may rely upon the Participant's direction, information or election as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by the Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

### **8.4 Outside Assistance**

The Plan Administrator may employ such counsel, accountants, claims administrators, consultants, actuaries and other person or persons as the Plan Administrator shall deem advisable. The Plan shall pay the compensation of such counsel, accountants, and other person or persons and any other reasonable expenses incurred by the Plan Administrator in the administration of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligations of the Employer and the Plan Administrator.

### **8.5 Insurance Contracts**

The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any Benefits under the Plan; and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer Contributions toward such insurance.

### **8.6 Fiduciary Liability**

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for its own gross negligence, misconduct or willful breach of this Plan.

### **8.7 Compensation of Plan Administrator**

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

### **8.8 Inability to Locate Payee**

If the Plan Administrator is unable to make payment to the Participant or another person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of the Participant or such other person after reasonable efforts have been made to identify or locate such

person, then such payment and all subsequent payments otherwise due to the Participant or such other person shall be forfeited one year after the date any such payment first became due.

#### **8.9 Effect of Mistake**

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the Participant's account, or the amount of Benefits paid or to be paid to the Participant or another person, the Plan Administrator shall, to the extent administratively possible and otherwise permissible under Code §125 or the regulations issued thereunder, correct by making the appropriate adjustments of such amounts as necessary to credit the Participant's account or such other person's account or withhold any amount due to the Plan or the Employer from Compensation paid by the Employer.

**Section 9**  
**Amendment or Termination of the Plan**

**9.1 Permanency**

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in the paragraphs below.

**9.2 Right to Amend**

The Employer reserves the right to merge or consolidate the Plan and to make any amendment or restatement to the Plan from time-to-time, including those which are retroactive in effect. Such amendments may be applicable to any Participant.

Any amendment or restatement shall be deemed to be duly executed by the Employer when signed by its President or a Vice President, and attested by its Secretary or Assistant Secretary.

**9.3 Right to Terminate**

The Employer reserves the right to discontinue or terminate the Plan in whole or in part at any time without prejudice. This Plan may be terminated by the Employer. This Plan also shall terminate automatically if the Employer is legally dissolved, makes a general assignment for the benefit of its creditors, files for liquidation under the Bankruptcy Code, merges or consolidates with any other entity and it is not the surviving entity, or if it sells or transfers substantially all of its assets, or goes out of business, unless the Employer's successor in interest agrees to assume the liabilities under this Plan as to the Participant and Dependents.

**Section 10**  
**General Provisions**

**10.1 Expenses**

All reasonable expenses incurred in administering the Plan are currently paid by forfeitures to the extent provided in Schedules B and D and then by the Employer.

**10.2 No Contract of Employment**

Nothing contained in the Plan shall be construed as a contract of employment with the Employer or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any Employee, with or without cause.

**10.3 Compliance with Federal Mandates**

To the extent applicable for each Benefit Option, the Plan will provide Benefits in accordance with the requirements of all federal mandates, including USERRA, COBRA, and HIPAA. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

**10.4 Verification**

The Plan Administrator shall be entitled to require reasonable information to verify any claim or the status of any person as an Employee or Dependent. If the Participant does not supply the requested information within the applicable time limits or provide a release for such information, the Participant will not be entitled to Benefits under the Plan.

**10.5 Limitation of Rights**

Nothing appearing in or done pursuant to the Plan shall be held or construed:

- To give any person any legal or equitable right against the Employer, any of its employees, or persons connected therewith, except as provided by law; or
- To give any person any legal or equitable right to any assets of the Plan or any related trust, except as expressly provide herein or as provided by law.

**10.6 Non-Assignability of Rights**

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

### **10.7 Governing Law**

This Plan is intended to be construed, and all rights and duties hereunder are governed, in accordance with the laws of the State of Missouri, except to the extent such laws are preempted by any federal law.

### **10.8 Severability**

If any provision of the Plan is held invalid or unenforceable, its validity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

### **10.9 Captions**

The captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan nor in any way shall affect the Plan or the construction of any provision thereof.

### **10.10 Federal Tax Disclaimer**

To ensure compliance with requirements imposed by the IRS to the extent this Plan Document or any Schedule contains advice relating to a federal tax issue, it is not intended or written to be used, and it may not be used, for the purpose of avoiding any penalties that may be imposed on the Participant or any other person or entity under the Internal Revenue Code or promoting, marketing or recommending to another party any transaction or matter addressed herein.

### **10.11 No Guarantee of Tax Consequences**

Neither the Plan Administrator nor the Employer make any commitment or guarantee that any amounts paid to the Participant or for the Participant's benefit under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the Participant's obligation to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

### **10.12 Indemnification of Employer**

If the Participant receives one or more payments or reimbursements under this Plan on a pre-tax Salary Reduction basis, and such payments do not qualify for such treatment under the Code, the Participant shall indemnify and reimburse the Employer for any liability the Employer may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

**Section 11**  
**HIPAA Privacy and Security**

**11.1 Provision of Protected Health Information to Employer**

For purposes of this Section, Protected Health Information (PHI) shall have the meaning as defined in HIPAA. PHI means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a Participant; the provision of health care to a Participant; or the past, present, or future payment for the provision of health care to a Participant; and that identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant. PHI includes information of persons living or deceased.

Members of the Employer's workforce have access to the individually identifiable health information of Plan Participants for administrative functions of the **Health FSA**, plus any other Benefit Option which might be subject to the privacy and security provisions of HIPAA (hereinafter referred to collectively as the Plan). When this health information is provided to the Employer, it is PHI. HIPAA and its implementing regulations restrict the Employer's ability to use and disclose PHI. The Employer shall have access to PHI from the Plan only as permitted under this Section or as otherwise required or permitted by HIPAA.

**11.2 Permitted Disclosure of Enrollment/Disenrollment Information**

The Plan may disclose to the Employer information on whether the individual is participating in the Plan.

**11.3 Permitted Uses and Disclosure of Summary Health Information**

The Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.

Summary Health Information means information:

- That summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a health plan; and
- From which the required information has been deleted, except that the geographic information need only be aggregated to the level of a five-digit ZIP code.

**11.4 Permitted and Required Uses and Disclosure of PHI for Plan Administration Purposes**

Unless otherwise permitted by law, and subject to the conditions of disclosure and obtaining written certification described below, the Plan may disclose PHI to the Employer, provided that the Employer uses or discloses such PHI only for Plan Administration Purposes.

Plan Administration Purposes means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan Administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions.



Notwithstanding the provisions of this Plan to the contrary, in no event shall the Employer be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR § 164.504(f).

#### **11.5 Conditions of Disclosure for Plan Administration Purposes**

Employer agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it, the Employer shall:

- Not use or further disclose PHI other than as permitted or required by the Plan or as required by law;
- Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Employer with respect to PHI;
- Not use or disclose the PHI for employment-related actions and decisions or in connection with any other for employee benefit plan of the Employer;
- Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR §164.524;
- Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526;
- Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA's privacy and security requirements;
- If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- Ensure that the adequate separation between the Plan and the Employer (i.e., the "firewall"), required in 45 CFR §504(f)(2)(iii), is satisfied.

The Employer further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Plan, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI, and it will ensure that any agents, including subcontractors, to whom it provides such

electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Employer will report to the Plan any security incident of which it becomes aware.

**11.6 Adequate Separation Between Plan and Employer**

The Employer shall designate such employees of the Employer who need access to PHI in order to perform Plan administration functions that the Employer performs for the Plan such as quality assurance, claims processing, auditing, monitoring, payroll, and appeals. No other persons shall have access to PHI. These specified employees, or classes of employees, shall only have access to and use of PHI to the extent necessary to perform the plan administration functions that the Employer performs for the Plan.

In the event that any of these designated employees do not comply with the provisions of this Section, that employee shall be subject to disciplinary action by the Employer for non-compliance pursuant to the Employer's employee discipline and termination procedures.

The Employer will ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.

**11.7 Certification of Plan Sponsor**

The Plan shall disclose PHI to the Employer only upon the receipt of a certification by the Employer that the Plan has been amended to incorporate the provisions of 45 CFR §164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth in Section 10.5.

**11.8 Organized Health Care Arrangement**

The Plan Administrator intends the Plan to form part of an Organized Health Care Arrangement along with any other Benefit Option under a covered health plan under 45 CFR §160.103 provided by Employer.

**IN WITNESS WHEREOF**, and as conclusive evidence of the adoption of the foregoing instrument comprising the Boone County Cafeteria Plan, Boone County has caused this Plan to be executed in its name and on its behalf, on this 20th day of December 2016.

APPROVED AS  
TO LEGAL FORM  
*Cd [Signature]*  
DATE: 12/19/16

Boone County

By: *[Signature]*

Its: PRESIDING COMMISSIONER

Attest: *[Signature]*

Its: CLEAR OF THE COUNTY COMMISSIONER

## Glossary

Capitalized terms used in the Plan have the following meanings:

**Benefit or Benefits** means the Benefit Options offered under the Plan.

**Benefit Option** means a qualified benefit under Code §125(f) that is offered under this Cafeteria Plan, or an option for coverage under an underlying accident or health plan.

**Cafeteria Plan** means the Boone County Cafeteria Plan as set forth herein and as amended from time to time.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Code** means the Internal Revenue Code of 1986, as amended.

**Compensation** means the wages or salary paid to an Employee by the Employer, determined prior to: any Salary Reduction election under this Plan; any Salary Reduction election under any other cafeteria plan; any compensation reduction under any Code §132(f)(4) plan; and any salary deferral elections under any Code §§401(k), 408(k) or 457(b) Plan or arrangement.

**Contribution** means the amount contributed to pay for the cost of Benefits as calculated under the Benefit Options.

**DCAP** means Dependent Care Assistance Program.

**Dependent** means any individual who is a tax dependent of the Participant as defined in Code §§105(b) and 152, with the following exceptions:

- For purposes of accident or health coverage (to the extent funded under the **POP**, and for purposes of the **Health FSA**):
  - A dependent is defined as in Code §§105(b) and 152, determined without regard to §152 subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and
  - Any child whom IRS Rev. Proc. 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year) is treated as a dependent of both parents; and
- For purposes of the **DCAP**, a dependent means a Qualifying Individual.

Notwithstanding the foregoing, the **Health FSA** Component will provide Benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

**Dependent Care Assistance Program** means the dependent care assistance program component established by Employer under the Plan. It allows the Participant to use pre-tax dollars to pay for the care of the Participant's eligible Dependents while the Participant is at work.

**Dependent Care Expenses** has the meaning described in the **DCAP** Schedule below.

**Earned Income** means all income derived from wages, salaries, tips, self-employment, and other compensation (such as disability or wage continuation Benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include: any amounts received pursuant to any **DCAP** established under Code §129; or any other amounts excluded from earned income under Code §32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.

**Effective Date** of this Plan shall be January 1, 2017.

**Employee** means an individual who is regularly scheduled to work 19 hours or more per week; and has been employed by the Employer for 1 or more days, counting the Participant's employment commencement date as the first day.

The following classes of employees cannot participate in the Boone County Cafeteria Plan:

- Leased employees (as defined by §414 (n) of the Code);
- Contract workers and independent contractors;
- Temporary employees, casual employees, and employees hired short-term to meet specific needs of the Employer whether or not such persons are on the Employer's W-2 payroll;
- Individuals paid by a temporary or other employment or staffing agency;
- Employees covered under a collective bargaining agreement;
- Self-employed individuals; and
- Any more than 2% shareholders of S corporations.

**Employer** means Boone County.

**FMLA** means the Family and Medical Leave Act of 1993, as amended.

**HDHP** means High Deductible Health Plan.

**Health Care Expenses** has the meaning defined in the **Health FSA** Schedule below.

**Health Flexible Spending Account** means the health flexible spending account component established by the Employer under the Plan. It allows a Participant to use pre-tax dollars to pay for most health and dental expenses not reimbursed under other programs.

**Health FSA** means Health Flexible Spending Account.

**Health Plan** means the health benefit plan sponsored by the Employer.

**Health Savings Account** means the savings account Benefit Option established by the Employer under this Plan.

**High Deductible Health Plan** means the high deductible health plan offered by the Employer that is intended to qualify as a high deductible health plan under Code §223(c)(2), as described in materials provided separately by the Employer.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**HSA** means a Health Savings Account established under Code §223. Such arrangements are individual trusts or custodial accounts, each separately established and maintained by an Employee with a qualified trustee/custodian.

**HSA Contribution Benefit** means the election to allow an Employee to receive HSA Contributions on a pre-tax, Salary Reduction basis and such Employer Contributions are excludable from the HSA Employee's income.

**HSA Employee** means an Employee covered under a qualifying High Deductible Health Plan (HDHP) (as defined by IRC §223). In order to receive Employer **HSA Contribution Benefit**, the Employee must certify that he or she: cannot be claimed as another person's tax dependent; is not entitled to Medicare Benefits, and does not have any health coverage other than HDHP coverage.

**Insurance Plan(s)** means the group insurance plan(s) listed in Schedule A in which an Employee can elect to participate.

**Open Enrollment Period** with respect to a Plan Year means a period as described by the Plan Administrator preceding the Plan Year during which Participants may make Benefit elections for the Plan Year.

**Participant** means a person who is an Employee and who is participating in this Plan in accordance with the provisions of the Eligibility and Participation Section. Participants include: (a) those that elect to receive Benefits under this Plan, and enroll for Salary Reductions to pay for such Benefits; and (b) those that elect instead to receive their full salary in cash and have not elected the **Health FSA** or **DCAP**.

**Period of Coverage** means the Plan Year, with the following exceptions: for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date participation commences, as described in the Eligibility and Participation Section; and for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in the Eligibility and Participation Section.

**PHI** means Protected Health Information.

**Plan** means the Boone County Cafeteria Plan, as set forth herein and as amended from time to time.

**Plan Administrator** means Boone County.

**Plan Year** means the twelve-month period ending December 31.

**POP** means the Premium Only Plan.

**Premium Only Plan** means the Benefit Option in which an Employee can elect to participate and have Contributions for the group Insurance Plan(s) paid on a pre-tax basis.

**Protected Health Information (PHI)** means information that is created or received by Boone County Cafeteria Plan and relates to the past, present, or future physical, mental health or condition of a Participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a Participant; and that identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant. Protected health information includes information of persons living or deceased.

**QMCSO** means a Qualified Medical Child Support Order, as defined in ERISA §609(a).

**Qualifying Dependent Care Services** has the meaning described in the **DCAP** Schedule below.

**Qualifying Individual** means:

- A tax dependent of the Participant as defined in Code §152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code § 152(a)(1);
- A tax dependent of the Participant as defined in Code §152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or
- A Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code §21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code §152(e)) and shall not be treated as a Qualifying Individual with respect to the non-custodial parent.

**Related Employer** means any employer affiliated with Boone County that, under Code §414(b), (c), or (m), is treated as a single employer with Boone County for purposes of Code §125(g)(4), and which is listed in Appendix B.

**Salary Reduction** means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefit Options.

**Salary Reduction Agreement** means the agreement, form(s) or Internet web site, which Employees use to elect one or more Benefit Options. The agreement and/or forms spell out the procedures used for allowing an Employee to participate in this Plan and will allow the Employee to elect Salary Reductions to pay for any Benefit Options offered under this Plan.

**Spouse** means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a Spouse under the Code). Notwithstanding the above, for purposes of the **DCAP**, the term "Spouse" shall not include: an individual legally separated from the Participant under a divorce or separate maintenance decree; or an individual who, although married to the Participant, files a separate federal income tax return, maintains a principal residence separate from the Participant

during the last six months of the taxable year, and does not furnish more than half of the cost of maintaining the principal place of abode of the Participant.

**Student** means an individual who, during five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly held.

**USERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

**Appendix A**  
**Exclusions—Medical Expenses That Are Not Reimbursable From the Health FSA**

The Plan Document contains the general rules governing what expenses are reimbursable under the **Health FSA**. This Appendix A, as referenced in the Plan Document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the **Health FSA** -- that is, expenses that are *not* reimbursable, even if such expenses meet the definition of “medical care” under Code §§213(d) and 106(f) and may otherwise be reimbursable under the regulations governing health flexible spending accounts:

- Health insurance premiums for any other plan (including a plan sponsored by the Employer).
- Long-term care services.
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. “Cosmetic surgery” means any procedure that is directed at improving the patient’s appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- The salary expense of a nurse to care for a healthy newborn at home.
- Funeral and burial expenses.
- Household and domestic help (even if recommended by a qualified physician due to an Employee’s or Dependent’s inability to perform physical housework).
- Custodial care.
- Costs for sending a problem child to a special school for Benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, etc.
- Uniforms or special clothing.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute “medical care” as defined under Code §§213(d) and 106(f).
- Any item that is not reimbursable under Code §§213(d) and 106(f) due to the rules in Prop. Treas. Reg. §1.125-2, Q-7(b)(4) or other applicable regulations.



**Appendix B**  
**Related Employers That Have Adopted This Plan**

**With the Approval of Boone County.**

No Related Employers have adopted this plan. Boone County is the only employer participating in this Plan.

**Schedule A  
Premium Only Plan**

Unless otherwise specified, terms capitalized in this Schedule A shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

**A.1 Benefits**

If the Employee is an enrolled participant in the Benefit Option(s) and timely submits an executed Salary Reduction Agreement, the Employee can either:

- Option A: Elect Benefits under the **POP** by electing to contribute his or her share for the Insurance Plan(s) on a pre-tax basis; or
- Option B: Elect no Benefits under the **POP** and to contribute his or her share, if any, for the Insurance Plan(s) with after-tax deductions outside of this Plan.

If the Employee is an enrolled participant in the Insurance Plan(s) and does not timely submit an executed Salary Reduction Agreement, the Employee will be deemed to have elected Option A.

Benefits elected under Option A will be funded by the Participant's Contributions as provided in the Eligibility and Participation section in the Plan Document.

To determine when a Salary Reduction Agreement will be considered timely submitted, see the Method and Timing of Elections section in the Plan Document.

Unless an exception applies, as described in the Irrevocability of Elections and Exceptions section in the Plan Document, such election is irrevocable for the duration of the Period of Coverage to which it relates.

**A.2 Insurance Plans**

The only insurance benefits that are offered under the **Premium Only Plan** are benefits under the applicable group insurance plans listed below:

- Medical plan;
- Dental plan; and
- Vision plan.

**A.3 Benefit Contributions**

The annual Contribution for the **POP** is equal to the amount as set by the Employer, which may or may not be the same amount charged under the Insurance Plan(s).

**A.4 Medical Benefits Provided Under the Health Plan**

Medical benefits will be provided by the Health Plan, not this Plan. The types and amounts of medical benefits, the requirements for participation, and other terms and conditions of coverage and benefits of the Health Plan are set forth in the documents relating to that plan. No changes can be made under this

Plan with respect to such Health Plan if such changes are not permitted under the applicable Health Plan.

All claims to receive benefits under the Health Plan shall be subject to and governed by the terms and conditions of the Health Plan and the rules, regulations, policies and procedures adopted in accordance therewith, as may be amended from time to time.

#### **A.5 COBRA**

To the extent required by COBRA, the Participant, Spouse and Dependent, as applicable, whose coverage terminates under the Health Plan because of a COBRA qualifying event and who is a qualified beneficiary as defined under COBRA, shall be given the opportunity to continue the same coverage that the Participant, Spouse or Dependent had under the Health Plan the day before the qualifying event for the periods prescribed by COBRA, on a self-pay basis. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

**Schedule B**  
**Health Flexible Spending Account**

Unless otherwise specified, terms capitalized in this Schedule B shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

**B.1 Benefits**

An Employee not enrolled in the **HSA Contribution Benefit**, can elect to participate in the **Health FSA** by electing to receive Benefits in the form of reimbursements for Health Care Expenses. If elected, the Benefit Option will be funded by Participant Contributions on a pre-tax Salary Reduction basis as provided in the Employer and Participant Contributions section in the Plan Document.

Unless an exception applies as described in the Irrevocability of Elections and Exceptions section, such election is irrevocable for the duration of the Period of Coverage to which it relates.

The **HSA Contribution Benefit** cannot be elected with the **Health FSA**. In addition, a Participant who has an election for the **Health FSA** that is in effect on the last day of a Plan Year cannot elect the **HSA Contribution Benefit** for any of the first three calendar months following the close of that Plan Year, unless the balance in the Participant's **Health FSA** is \$0 as of the last day of that Plan Year. For this purpose, a Participant's **Health FSA** balance is determined on a cash basis – that is, without regard to any claims that have been incurred but have not yet been reimbursed (whether or not such claims have been submitted).

**B.2 Benefit Contributions**

The annual Contribution for a Participant's **Health FSA** is equal to the annual Benefit amount elected by the Participant.

**B.3 Eligible Health Care Expenses**

Under the **Health FSA**, a Participant may receive reimbursement for Health Care Expenses incurred during the Period of Coverage for which an election is in force.

- **Incurred.** A Health Care Expense is incurred at the time the medical care or service giving rise to the expense is provided, and not when the Participant is formally billed for, is charged for, or pays for the medical care.
- **Health Care Expenses.** Health Care Expenses means expenses incurred by a Participant, or the Participant's Spouse or Dependent(s) covered under the **Health FSA** for medical care, as defined in Code §§213(d) and 106(f), other than expenses that are excluded by this Plan, but only to the extent that the Participant or other person incurring the expense is not reimbursed through any other accident or health plan.
- **Expenses That Are Not Reimbursable.** Insurance premiums are not reimbursable from the **Health FSA**. Other expenses that are not reimbursable are listed in Appendix A to the Plan Document.

#### B.4 Maximum and Minimum Benefits

- **Maximum Reimbursement Available; Uniform Coverage Rule.** The maximum dollar amount elected by the Participant for reimbursement of Health Care Expenses incurred during a Period of Coverage, reduced by prior reimbursements during the Period of Coverage, shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's **Health FSA**. Notwithstanding the foregoing, no reimbursements will be available for Health Care Expenses incurred after coverage under this Plan has terminated, unless the Participant has elected COBRA as provided below, or is entitled to submit expenses incurred during a Grace Period as provided below.
- **Payment** shall be made to the Participant in cash as reimbursement for Health Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, or during a Grace Period as provided below, provided that the other requirements of this Section have been satisfied.
- **Maximum and Minimum Dollar Limits.** The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any Period of Coverage shall be no greater than the federally allowed maximum. The maximum annual benefit amount shall be set by the Employer and communicated to the employees through the use of the enrollment system or enrollment election forms. The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Health Care Expenses incurred in any Period of Coverage shall be \$0. Reimbursements due for Health Care Expenses incurred by the Participant's Spouse or Dependent(s) shall be charged against the Participant's **Health FSA**.
- **Changes.** For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or another document.
- **No Proration.** If a Participant enters the Plan mid-year or wishes to increase his or her election mid-year as permitted under this Plan, then the Participant may elect coverage or increase coverage respectively, up to the maximum annual benefit amount stated above. The maximum annual benefit amount will not be prorated.
- **Effect on Maximum Benefits If Election Change Permitted.** Any change in an election affecting annual Contributions to the **Health FSA** will also change the maximum reimbursement benefits for the balance of the Period of Coverage commencing on the election change effective date. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding:
  - The aggregate Contribution for the period prior to such election change; to
  - The total Contribution for the remainder of such Period of Coverage to the **Health FSA**; reduced by
  - All reimbursements made during the entire Period of Coverage.

- **FMLA Leave.** Any change in an election for FMLA leave will change the maximum reimbursement benefits in accordance with FMLA or the regulations governing cafeteria plans.
- **Monthly Limits on Reimbursing OTC Drugs.** Only reasonable quantities of over-the-counter (OTC) drugs or medicines of the same kind may be reimbursed from a Participant's **Health FSA** in a single calendar month, even assuming that the drug otherwise meets the requirements of this Section, including that it is for medical care under Code §§213(d) and 106(f). Stockpiling is not permitted.

## **B.5 Establishment of Account**

The Plan Administrator will establish and maintain a **Health FSA** with respect to each Participant who has elected to participate in the **Health FSA**, but will not create a separate fund or otherwise segregate assets for this purpose. The account established hereto will merely be a record keeping account with the purpose of keeping track of Contributions and determining forfeitures.

- **Crediting of Accounts.** A Participant's **Health FSA** will be credited following each Salary Reduction actually made during each Period of Coverage with an amount equal to the Salary Reduction actually made.
- **Debiting of Accounts.** A Participant's **Health FSA** will be debited during each Period of Coverage for any reimbursement of Health Care Expenses incurred during the Period of Coverage, or during a Grace Period described below.
- **Available Amount Not Based on Credited Amount.** The amount available for reimbursement of Health Care Expenses is the amount as calculated according to the "Maximum Reimbursement Available" paragraph of this Section above. It is not based on the amount credited to the **Health FSA** at a particular point in time.

## **B.6 Use It or Lose It Rule; Forfeiture Of Account Balance**

- **Use It or Lose It Rule.** Except for expenses incurred during an applicable Grace Period, if any balance remains in the Participant's **Health FSA** for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Health Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.
- **Use of Forfeitures.** All forfeitures under this Plan shall be used as follows:
  - First, to offset any losses experienced by Employer during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the Contributions paid by such Participant through Salary Reductions;
  - Second, to reduce the cost of administering the **Health FSA** during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and

- To provide increased Benefits or compensation to all Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with applicable regulations.
- **Unclaimed Benefits.** Benefit payments that remain unclaimed by the close of the Plan Year following the Period of Coverage in which the Health Care Expense was incurred shall be forfeited and applied as described above.

#### **B.7 Grace Period**

- **Special Rules for Claims Incurred During a Grace Period.** The Employer has the discretion to establish a grace period following the end of the Plan Year, as follows:
  - An individual may be reimbursed for Health Care Expenses incurred during a Grace Period from amounts remaining in his or her **Health FSA** Account at the end of the Plan Year to which that Grace Period relates (“Prior Plan Year **Health FSA** Amounts”) if the individual is either:
    - A Participant with **Health FSA** coverage that is in effect on the last day of that Plan Year; or
    - A qualified beneficiary as defined under COBRA who has COBRA coverage under the **Health FSA** Benefit Option on the last day of that Plan Year.
  - Prior Plan Year **Health FSA** Amounts may not be cashed out or converted to any other taxable or non-taxable Benefit Option. For example, Prior Plan Year **Health FSA** Amounts may not be used to reimburse Dependent Care Expenses.
  - Health Care Expenses incurred during a Grace Period and approved for reimbursement will be reimbursed first from any available Prior Plan Year **Health FSA** Amounts and then from any amounts that are available to reimburse expenses that are incurred during the current Plan Year. If the **Health FSA** is accessible by an electronic payment card, Health Care Expenses incurred during the Grace Period may need to be submitted manually in order to be reimbursed from Prior Plan Year **Health FSA** Amounts if the card is unavailable for such reimbursement. An individual’s Prior Plan Year **Health FSA** Amounts will be debited for any reimbursement of Health Care Expenses incurred during the Grace Period that is made from such Prior Plan Year **Health FSA** Amounts.
  - Claims for reimbursement of Health Care Expenses incurred during a Grace Period must be submitted no later than 4 months following the close of the Plan Year to which the Grace Period relates in order to be reimbursed from Prior Plan Year **Health FSA** Amounts. Any Prior Plan Year **Health FSA** Amounts that remain after all reimbursements have been made for the Plan Year and its related Grace Period shall not be carried over to reimburse the Participant for expenses incurred in any subsequent period. The Participant will forfeit all rights with respect to these amounts, which will be subject to the Plan's provisions regarding forfeitures.

## B.8 Reimbursement Procedure

- **Timing.** Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Health Care Expenses, or the Plan Administrator will notify the Participant that a claim has been denied. This time period may be extended for an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days from receipt of the written notice in which to complete an incomplete reimbursement claim.
- **Claims Substantiation.** A Participant who has elected to receive Health Care Reimbursement Benefits for a Period of Coverage may apply for reimbursement by submitting an application to the Plan Administrator by no later than the date set by the Plan Administrator each year, setting forth:
  - The person or persons on whose behalf Health Care Expenses have been incurred;
  - The nature and date of the expenses incurred;
  - The amount of the requested reimbursement;
  - A statement that such expenses have not otherwise been reimbursed and the Participant will not seek reimbursement through any other source; and
  - Other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise.

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Health Care Expenses have been incurred and the amounts of such expenses, together with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Participant's **Health FSA** for a Plan Year or other Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least \$25. If the **Health FSA** is accessible by an electronic payment card, the Participant will be required to comply with substantiation procedures established by the Plan Administrator in accordance with the most current IRS guidance.

- **Claims Denied.** For appeal of claims that are denied, see the Appeals Procedure in the Plan Document.
- **Claims Ordering; No Reprocessing.** All claims for reimbursement will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise recharacterized solely for the purpose of paying it from amounts attributable to a different Plan Year or Period of Coverage.



## **B.9 Reimbursements After Termination; Limited COBRA Continuation**

The Participant will not be able to receive reimbursements for Health Care Expenses incurred after participation terminates. However, except for expenses incurred during an appropriate Grace Period, such Participant, or the Participant's estate, may claim reimbursement for any Health Care Expenses incurred during the Period of Coverage prior to termination, provided that the Participant, or the Participant's estate, files a claim by the date established in the Reimbursement Procedure paragraphs above following the close of the Plan Year in which the Health Care Expense was incurred.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and such Participant's Spouse and Dependent(s), whose coverage terminates under the **Health FSA** because of a COBRA qualifying event, shall be given the opportunity to continue the same coverage that the Participant had under the **Health FSA** the day before the qualifying event, subject to all conditions and limitations under COBRA. The Contributions for such continuation coverage will be equal to the cost of providing the same coverage to an active employee taking into account all costs incurred by the Employee and the Employer plus a 2% administration fee. Specifically, an individual will be eligible for COBRA continuation coverage only if the Participant's remaining available amount is greater than the Participant's remaining Contribution payments at the time of the qualifying event, taking into account all claims submitted before the date of the qualifying event. Such individual will be notified if the individual is eligible for COBRA continuation coverage.

If COBRA is elected, COBRA coverage will be subject to the most current COBRA rules. COBRA will be available only for the remainder of the Plan Year in which the qualifying event occurs. Such COBRA coverage for the **Health FSA** will cease at the end of the Plan Year, except for expenses incurred during an appropriate Grace Period, and cannot be continued for the next Plan Year. Coverage may terminate sooner if the Contributions for a Period of Coverage are not received by the due date established by the Plan Administrator for that Period of Coverage. Continuation coverage is only granted after the Plan Administrator has received the Contributions for that period of coverage.

Contributions for coverage for **Health FSA** Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation, as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from Contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year, where COBRA coverage arises either:

- Because the Employee ceases to be eligible because of a reduction of hours; or
- Because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage.

For all other individuals (for example, Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for **Health FSA** Benefits shall be paid on an after-tax basis, unless permitted otherwise by the Plan Administrator, in its discretion and on a uniform and consistent basis, but may not be prepaid from Contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year.

## **B.10 Qualified Reservist Distribution**

If a Participant meets all of the following conditions, the Participant may elect to receive a qualified reservist distribution from the **Health FSA**:

- The Participant's Contributions to the **Health FSA** for the Plan Year as of the date the qualified reservist distribution is requested exceeds the reimbursements the Participant has received from the **Health FSA** for the Plan Year as of that date.
- The Participant is ordered or called to active military duty for a period of at least 180 days or for an indefinite period by reason of being a member of the Army National Guard of the United States, the Army Reserve, the Navy Reserve, the Marine Corps Reserve, the Air National Guard of the United States, the Air Force Reserve, the Coast Guard Reserve, or the Reserve Corps of the Public Health Service.
- The Participant has provided the Plan Administrator with a copy of the order or call to active duty. An order or call to active duty of less than 180 days' duration must be supplemented by subsequent calls or orders to reach a total of 180 or more days.
- The Participant is ordered or called to active military duty on or after April 1, 2009, or the Participant's period of active duty begins before April 1, 2009 and continues on or after the date.
- During the period beginning on the date of the Participant's order or call to active duty and ending on the last day of the Plan Year during which the order or call occurred, the Participant submits a qualified reservist distribution election form to the Plan Administrator.

**Amount of Qualified Reservist Distribution.** If the above conditions are met, the Participant will receive a distribution from the **Health FSA** equal to his or her Contributions to the **Health FSA** for the Plan Year as of the date of the distribution request, minus any reimbursements received for the Plan Year as of that date.

**No Reimbursement for Expenses Incurred After Distribution Request.** Once a Participant requests a qualified reservist distribution, the Participant forfeits the right to receive reimbursements for Health Care Expenses incurred during the period that begins on the date of the distribution request and ends on the last day of the Plan Year. The Participant may, however, continue to submit claims for Health Care Expenses that were incurred before the date of the distribution request (even if the claims are submitted after the date of the qualified reservist distribution), so long as the total dollar amount of the claims does not exceed the amount of the **Health FSA** election for the Plan Year, minus the sum of the qualified reservist distribution and the prior **Health FSA** reimbursements for the Plan Year.

**Tax Treatment of a Qualified Reservist Distribution.** If the Participant receives a qualified reservist distribution, it will be included in his or her gross income and will be reported as wages on the Participant's Form W-2 for the year in which it is paid.

#### **B.11 Named Fiduciary**

The Plan Administrator is the Named Fiduciary for the **Health FSA**.

#### **B.12 Coordination of Benefits**

**Health FSAs** are intended to pay Benefits solely for Health Care Expenses not previously reimbursed or reimbursable elsewhere. Accordingly, the **Health FSA** shall not be considered a group health plan for

coordination of benefits purposes, and the **Health FSA** shall not be taken into account when determining benefits payable under any other plan.

**Schedule C**  
**HSA Contribution Benefit**

Unless otherwise specified, terms capitalized in this Schedule C shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

**C.1 HSA Tax Advantages**

An Employee may elect to participate in the **HSA Contribution Benefit** by electing to pay the Contributions on a pre-tax Salary Reduction basis to the Employee's Health Savings Account (HSA) established and maintained outside the Plan by a trustee/custodian to which the Employer can forward Contributions to be deposited. This funding feature constitutes the **HSA Contribution Benefit**.

As described more fully herein, such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

**C.2 Establishing an HSA**

For administrative convenience, the Employer may choose to make Contributions for Employees to HSAs established at a bank selected by the Employer or the limit the number of HSA providers to whom it will forward Contributions-such a list is not an endorsement of any HSA provider. The selected bank will be an authorized HSA trustee. The forms necessary to establish an HSA at the selected bank will be provided to Participants. Participants are responsible for managing their own **HSA**, including choosing how **HSA** funds are invested and following the rules of the selected bank and the IRS. Once the Employer Contributions have been deposited in a Participant's **HSA Contribution Benefit**, the Participant has a non-forfeitable interest in the funds and is free to request a distribution of the funds or to move them to another **HSA** provider, to the extent permitted by law.

**The HSA Contribution Benefit** cannot be elected with the **Health FSA**. In addition, a Participant who has an election for the **Health FSA** that is in effect on the last day of a Plan Year cannot elect the **HSA Contribution Benefit** for any of the first three calendar months following the close of that Plan Year, unless the balance in the Participant's **Health FSA** is \$0 as of the last day of the Plan Year. For this purpose, a Participant's **Health FSA** balance is determined on a cash basis -- that is, without regard to claims that have been incurred but have not yet been reimbursed (whether or not such claims have been submitted).

**C.3 Certification of HSA Contribution Benefit Eligibility**

To be eligible for the **HSA Contribution Benefit**, an HSA Employee must complete a Certification of HSA Contribution Benefit Eligibility and return it to the Employer. A married Participant must also certify that his or her Spouse does not have any non-HDHP coverage. A Participant is required to notify the Employer immediately if there are any changes in the information contained in the Certification of HSA Eligibility. Failure to provide accurate and updated information could cause the **HSA Contribution Benefit** to be included in a Participant's gross income and may also be subject to a 6% excise tax.

#### **C.4 Maximum Contribution**

The annual Contribution for a Participant's **HSA Contribution Benefit** is equal to the annual Benefit amount elected by the Participant. In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's HDHP coverage option for the calendar year in which the Contribution is made (for calendar year 2017, \$3,400 for self-coverage or \$6,750 for family coverage).

Participants age 55 or older may make an additional catch-up Contribution of \$1,000 per year.

In addition, the maximum annual Contribution shall be:

- Reduced by any matching or other Employer Contribution made on the Participant's behalf; and
- Prorated for the number of months in which the Participant is an HSA Eligible Individual.

#### **C.5 Recording Contributions for HSA**

The Plan Administrator will maintain records to keep track of Contributions an Employee makes via pre-tax Salary Reductions to his or her HSA, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

#### **C.6 Distributions from HSA Contribution Benefit**

Distribution from an **HSA Contribution Benefit** will be tax-free if the distribution is for expenses incurred for a Participant's health care as defined in IRC §213(d) or the health care of a Participant's legal Spouse or tax Dependents. Expenses must have been incurred after the establishment of the **HSA Contribution Benefit** to be tax-free. **HSA Contribution Benefit** distributions used to pay insurance premiums will not be tax-free unless they are used for COBRA coverage, qualified long-term care insurance, health insurance maintained while the individual is receiving unemployment compensation under federal or state law, or health insurance for an individual age 65 or over, other than a Medicare supplemental policy.

#### **C.7 Tax Treatment of HSA Contributions and Distributions**

The tax treatment of the HSA is governed by Code §223.

#### **C.8 Reporting Issues**

Each Participant will be responsible for reporting Contributions made to his or her **HSA Contribution Benefit** and for reporting distributions from the HSA. A Participant is also responsible for reporting whether or not HSA distributions were used for qualified health expenses or whether the distributions were taxable. A Participant should maintain records sufficient to demonstrate whether or not distributions were taxable.

#### **C.9 Voluntary Participation**

Participation in the **HSA Contribution Benefit** is entirely voluntary and may be terminated at any time by notifying the Employer. Although the Employer expects to continue this **HSA Contribution Benefit**

indefinitely, it has the right to amend or terminate **HSA Contribution Benefit** at any time and for any reason. It is also possible that changes to the program will be necessary or advisable as a result of future changes in state or federal tax laws.

#### **C.10 HSA Not Intended to be an ERISA Plan**

The **HSA Contribution Benefit** under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and Benefits will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible health expenses" as set forth in Code §223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax Salary Reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

**Schedule D**  
**Dependent Care Assistance Program**

Unless otherwise specified, terms capitalized in this Schedule D shall have the same meaning as the defined terms in the Plan Document to which this Schedule is attached.

**D.1 Benefits**

An Employee can elect to participate in the **DCAP** to receive Benefits in the form of reimbursements for Dependent Care Expenses. If elected, the Benefit Option will be funded by the Participant on a pre-tax Salary Reduction basis. Unless an exception applies, as described in the Irrevocability of Elections and Exceptions section above, such election is irrevocable for the duration of the Period of Coverage to which it relates.

**D.2 Benefit Contributions**

The annual Contribution for a Participant's **DCAP** Benefits is equal to the annual Benefit amount elected by the Participant, subject to the Maximum Benefits paragraph below.

**D.3 Eligible Dependent Care Expenses**

Under the **DCAP**, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage or Grace Period for which an election is in force.

- **Incurred.** A Dependent Care Expense is "incurred" at the time the Qualifying Dependent Care Service giving rise to the expense is provided, and not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services.
- **Dependent Care Expenses.** Dependent Care Expenses means expenses that are considered to be:
  - Employment-related expenses under Code §21(b)(2) relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse; and
  - Expenses for incidental household services, if incurred by the Employee to obtain Qualifying Dependent Care Services, but only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense through any other Plan.

If only a portion of a Dependent Care Expense has been reimbursed elsewhere, the **DCAP** can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Schedule.

- **Qualifying Individual.** A Qualifying Individual is:
  - A tax dependent of the Participant as defined in Code §152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code §152(a)(1);

- A tax dependent of the Participant as defined in Code §152, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or
- A Participant's Spouse, as defined in Code §152, who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

In the case of divorced or separated parents, a child shall be treated as a Qualifying Individual of the custodial parent within the meaning of Code §152(e).

- **Qualifying Dependent Care Services.** Qualifying Dependent Care Services means services that both:

- Relate to the care of a Qualifying Individual that enable the Participant and Spouse to remain gainfully employed after the date of participation in the **DCAP** and during the Period of Coverage; and
- Are performed:
  - In the Participant's home; or
  - Outside the Participant's home for:
    - The care of a Participant's Dependent who is under age 13; or
    - The care of any other Qualifying Individual who regularly spends at least 8 hours per day in the Participant's household.

In addition, if the expenses are incurred for services provided by a facility that provides care for more than six individuals not residing at the facility and that receives a fee, payment or grant for such services, then the facility must comply with all applicable state and local laws and regulations.

- **Exclusions.** Dependent Care Expenses do not include amounts paid to or for:
  - An individual with respect to whom a personal exemption is allowable under Code §151(c) to a Participant or Participant's Spouse;
  - A Participant's Spouse;
  - A Participant's child, as defined in Code §152(f)(I), who is under 19 years of age at the end of the year in which the expenses were incurred; and
  - A Participant's Spouse's child, as defined in Code §152 (a)(i), who is under 19 years of age at the end of the year in which the expenses were incurred.



#### D.4 Maximum And Minimum Benefits

- **Maximum Reimbursement Available and Statutory Limits.** The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's **DCAP** less amounts debited to the Participant's **DCAP** pursuant to the Maximum Contribution paragraph below.

Payment shall be made to the Participant as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Section have been satisfied.

No reimbursement otherwise due to a Participant hereunder shall be made to the extent that such reimbursement, when combined with the total amount of reimbursements made to date for the Plan Year, would exceed the year to date amount of Participant Contributions to the **DCAP** for the Period of Coverage or applicable statutory limit.

- **Maximum Dollar Limits.** The maximum dollar limit for a Participant is the smallest of the following amounts:
  - The Participant's Earned Income for the calendar year;
  - The Earned Income for the calendar year of the Participant's Spouse who:
    - Is not employed during a month in which the Participant incurs a Dependent Care Expense; and
    - Is either physically or mentally incapable of self-care or a full-time Student shall be deemed to have Earned Income in the amount of \$250 per month per Qualifying Individual for whom the Participant incurs Dependent Care Expenses, up to a maximum amount of \$500 per month); or
  - \$5,000 for the calendar year, if:
    - The Participant is married and files a joint federal income tax return; or
    - The Participant is married, files a separate federal income tax return, and meets the following conditions:
      - The Participant maintains as his or her home a household that constitutes, for more than half of the taxable year, the principal abode of a Qualifying Individual;
      - The Participant furnishes over half of the cost of maintaining such household during the taxable year; and
      - During the last six months of the taxable year, the Participant's Spouse is not a member of such household; or
    - The Participant is single or is the head of the household for federal income tax purposes.

- \$2,500 for the calendar year if the Participant is married and resides with the Spouse, but files a separate federal income tax return.
- **Minimum Dollar Limits.** The minimum annual Benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$0.
- **Changes.** For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Salary Reduction Agreement or another document.
- **No Proration.** If a Participant enters the Plan mid-year or wishes to increase his or her election mid-year as permitted under this Plan, then the Participant may elect coverage or increase coverage respectively, up to the maximum annual benefit amount stated above. The maximum annual benefit amount will not be prorated.
- **Effect on Maximum Benefits If Election Change Permitted.** Any change in an election affecting annual Contributions to the **DCAP** component will also change the maximum reimbursement Benefits for the balance of the Period of Coverage commencing with the election change effective date. Such maximum reimbursement Benefits for the balance of the Period of Coverage shall be calculated by adding:
  - The aggregate Contribution for the period prior to such election change; to
  - The total Contribution for the remainder of such Period of Coverage to the **DCAP**; reduced by
  - All reimbursements made during the entire Period of Coverage.

#### **D.5 Establishment of Account**

The Plan Administrator will establish and maintain a **DCAP** with respect to each Participant who has elected to participate in the **DCAP**, but will not create a separate fund or otherwise segregate assets for this purpose. The account so established will merely be a record keeping account with the purpose of keeping track of Contributions and determining forfeitures.

- **Crediting of Accounts.** A Participant's **DCAP** will be credited following each Salary Reduction actually made during each Period of Coverage with an amount equal to the Salary Reduction actually made.
- **Debiting of Accounts.** A Participant's **DCAP** will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage.
- **Available Amount is Based on Credited Amount.** The amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's **DCAP**, less any prior reimbursements. A Participant's **DCAP** may not have a negative balance during a Period of Coverage.

## D.6 Grace Period and Unused Year End Balance

- **Grace Period.** The Employer has the discretion to establish a grace period following the end of the Plan Year as follows. If a Participant has unused funds in his or her **DCAP** at the end of the Plan Year, such Participant is allowed to carry over the unused balance for reimbursement of Dependent Care Expenses incurred during the Grace Period. Unused funds in a Participant's **DCAP** may not be used to reimburse another Benefit Option the Participant may have elected. The Grace Period shall begin immediately following the end of the Plan Year and terminate on the 15th day of the third calendar month after the end of the Plan Year.
- **Use It or Lose It Rule.** Except for expenses incurred in an applicable Grace Period, if any balance remains in the Participant's **DCAP** after all reimbursements have been made for the Period of Coverage, it shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during the subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.
- **Use of Forfeiture.** All forfeitures shall be used by the Plan in the following ways:
  - To offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements with respect to all Participants in excess of the Contributions paid by such Participant through Salary Reduction;
  - To reduce the cost of administering the **DCAP** during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and
  - To provide increased Benefits or Compensation to Participants in subsequent years in any weighted or uniform fashion the Plan Administrator deems appropriate, and consistent with applicable regulations.
- **Unclaimed Benefits.** Any **DCAP** Benefit payments that are unclaimed by the close of the Plan Year following the Period of Coverage or Grace Period in which the Dependent Care Expense was incurred shall be applied as described above.

## D.7 Reimbursement Procedure

- **Timing.** Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Dependent Care Expenses or the Plan Administrator will notify the Participant that a claim has been denied. This time period may be extended an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days from receipt of the written notice in which to complete an incomplete reimbursement claim.
- **Claims Substantiation.** A Participant who has elected to receive **DCAP** Benefits for a Period of Coverage may apply for reimbursement by completing, signing, and returning an application to the Plan Administrator by no later than the date set by the Plan Administrator each year, setting forth:

- The person or persons on whose behalf Dependent Care Expenses have been incurred;
- The nature and date of the expenses incurred;
- The amount of the requested reimbursement;
- The name of the person, organization or entity to whom the expense was or is to be paid;
- A statement that such expenses have not otherwise been reimbursed and the Participant will not seek reimbursement through any other source;
- The Participant's certification that he or she has no reason to believe that the reimbursement refunded, added to other reimbursements to date will exceed the limit herein; and
- Other such details about the expenses that may be requested by the Plan Administrator.

The Participant shall include bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and the amounts of such expenses, together with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claims for reimbursement may be made until the aggregate claim for reimbursement is at least \$25.

- **Claims Denied.** For appeals of claims that are denied, see the Appeals Procedure in the Plan Document.

#### **D.8 Reimbursements After Termination**

If a Participant's employment terminates, the Participant may submit for reimbursement Dependent Care Expenses incurred after the date of termination up to the amount of the Participant's remaining **DCAP** Benefits.

#### **D.9 DCAP Participant vs. Claiming the Dependent Care Tax Credit**

Employees often have the choice between participating in their employer's **DCAP** on a Salary Reduction basis or taking a Dependent Care Tax Credit under Code §21. Employees cannot take advantage of both tax benefit options. Employees with questions regarding which option is best should consult with an accountant.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

20th

day of December

20 16


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


Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13<sup>th</sup> Judicial Circuit Court to increase revenue and expenditures for the Fostering Court Improvement JCIP Sub-Grant for the period 11/15/16 to 12/31/16.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement		225
1243	37230	Judicial Grants	Meals		225

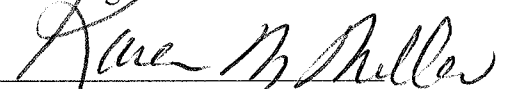
Done this 20th day of December, 2016.

ATTEST:

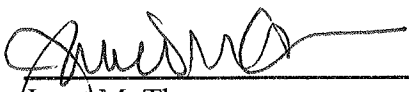
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Karen M. Miller

District I Commissioner

  
Janet M. Thompson

District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

**RECEIVED**

11/28/16


EFFECTIVE DATE

NOV 30 2016

FOR AUDITORS USE

Department				Account					<b>BOONE COUNTY AUDITOR</b>		(Use whole \$ amounts)	
									Department Name	Account Name	Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimbursement		225.00
1	2	4	3	3	7	2	3	0	Judicial Grants	Meals		225.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for the Fostering Court Improvement JCIP Sub-Grant for the period 11/15/16 – 12/31/16. This will cover the quarterly meal for the December meeting.**

  
 \_\_\_\_\_  
 Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: Budget FCI JCIP Grant FY16

Agenda

  
 \_\_\_\_\_  
 Auditor's Office

  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

1243 Judicial Grants & Contracts  
 Fostering Court Improvement Grant  
 Calculations for Budget Amendment  
 November 15, 2016- December 31, 2016

	<b>37230 - Meals</b>	<b>03451- State Reimburse- ment</b>
November - December 2016 Exp. Estimate:	<u>\$ 225.00</u>	<u>\$ 225.00</u>
2016 Budget Amendment Expenditure Amounts:	\$ 225.00	<u>\$ 225.00</u>
2016 Budget Amendment Revenue Amounts:	\$ 225.00	<u>\$ 225.00</u>

Grant Award:	
Nov.-Dec 2016	\$225.00
Jan-Sept. 2017	<u>\$1,775.00</u>
Total Grant Award:	<u><u>\$2,000.00</u></u>

1243 Judicial Grants & Contracts  
 Fostering Court Improvement Grant  
 Calculations for Budget Amendment  
 January 1, 2017- September 30, 2017

	37230 - Meals	71101- Professional Services	03451-State Reimburse- ment
January - September 2017 Exp Estimate:	<u>\$ 975.00</u>	<u>\$ 800.00</u>	<u>\$ 1,775.00</u>
2017 Budget Amendment Expenditure Amounts:	\$ 975.00	\$ 800.00	<u>\$ 1,775.00</u>
2017 Budget Amendment Revenue Amounts:	\$ 975.00	\$ 800.00	<u>\$ 1,775.00</u>

Grant Award:	
Nov.-Dec 2016	\$225.00
Jan-Sept. 2017	<u>\$1,775.00</u>
Total Grant Award:	<u>\$2,000.00</u>





**State of Missouri**  
Office of State Courts Administrator  
Administrative Services Division

<b>Issue Date</b>	Nov. 15, 2016	<b>Award Amount</b>
<b>Contract Period</b>		
Nov. 15, 2016, through Sept. 30, 2017		\$2,000.00

**Fostering Court Improvement JCIP Sub-grant**

The Fostering Court Improvement sites are measured on pre-determined outcomes to include permanency, timeliness and child safety measures. Funding is provided to assist in the implementation of strategies to improve services and outcomes for children.

<b>Contract Number</b>	<input checked="" type="checkbox"/> Original Contract
OSCA 16-015-25	<input type="checkbox"/> Contract Amendment

Federal CFDA # 93.586

<b>Court/Recipient Information:</b>	<b>Project Director:</b>	<b>OSCA Program Contact</b>
The Honorable Christine Carpenter Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Columbia, Missouri 65201	Ruth McCluskey Juvenile Officer 607 E. Ash St. Columbia, MO 65201	Kim Abbott 573-522-6768
		<b>OSCA Fiscal Contact</b>
		Shelly Peters 573-522-2751

<input type="checkbox"/> Special Conditions of this award are attached.	<input checked="" type="checkbox"/> There are no special conditions of this award. Original RFP requirements only.
---	--

Funding will cover meals and training as follows:

- \$1200 of this funding will be for covering meals for quarterly FCI/contract attorney meetings to ensure more participation. The purpose of the meetings is to identify goals and increase participants for committees.
- \$800 of this funding will provide for "Walking the Tracks" training. This training provides opportunity for learning of stakeholder agency roles, unique challenges, and desired outcomes.

Requested Funding: \$2,000.00

Awarded Funding: \$2,000.00

**Please Sign, Date and Return by Mail to:**

Office of State Courts Administrator  
Attn: Contracts Unit  
P.O. Box 104480  
Jefferson City, MO 65110 - 4480

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

<b>Appointing Authority Signature</b> <i>Mary Egan</i>		<b>OSCA Signature</b> <i>Earl Kraus</i>	
<b>Printed Name</b> Mary Egan	<b>Date</b> 11/18/16	<b>Printed Name</b> Earl Kraus	
<b>Presiding Judge Signature</b> <i>Christine Carpenter</i>		<b>Title</b> Deputy State Courts Administrator	
<b>Printed Name</b> CHRISTINE CARPENTER	<b>Date</b> 11-19-16	<b>Date</b> 11/16/2016	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

20th

day of

December

20

16

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

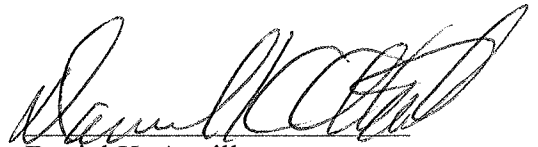
Now on this day the County Commission of the County of Boone does hereby approve the attached First Amendment to the Tower Space Lease Agreement.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said First Amendment to the Tower Space Lease Agreement.

Done this 20th day of December, 2016.

ATTEST:

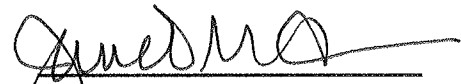
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**FIRST AMENDMENT TO  
TOWER SPACE LEASE AGREEMENT**


The **Tower Space Lease Agreement** dated April 14, 2016, and approved in Boone County Commission Order 181-2016, made by and between **Boone County, Missouri**, and **Full Stream, LLC, a Missouri limited liability company** ("Full Stream"), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Paragraph #5 is amended so as to specifically approve the following, and only the following, equipment from Full Stream:
  - a. On Battle HS Tower:
    - i. Three (3) Motorola WAP450 WiMAX antennas;
    - ii. One (1) Ubiquiti Rocket AC microwave dish;
    - iii. Three (3) Ubiquiti Rocket AC sectors model AM-5G-19-120.
  - b. In Battle HS rack located in shed adjacent to tower:
    - i. One (1) Motorola WiMAX BCU;
    - ii. One (1) rack mounted fuse panel;
    - iii. One (1) rack mounted DC inverter;
    - iv. One (1) Mikrotick 1100 router.
2. If Full Stream desires to alter its equipment on the County tower as reflected above, Full Stream will be responsible for any costs incurred by County in connection with the evaluation of any proposed equipment alteration.
3. Except as specifically amended herein, all other terms, conditions, and provisions of the original agreement approved in Commission Order 181-2016 shall remain in full force and effect.

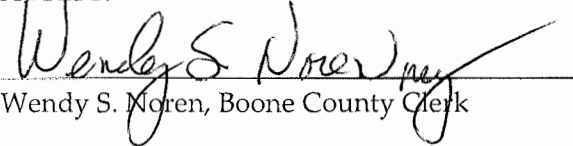
SO AGREED.

[SIGNATURES FOLLOW ON NEXT PAGES]

**BOONE COUNTY, MISSOURI**

By:   
Daniel K. Atwill, Presiding Commissioner

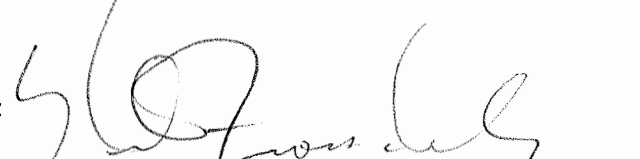
ATTEST:

  
Wendy S. Noren, Boone County Clerk

Approved as to legal form:

  
C.J. Dykhouse, Boone County Counselor

**FULL STREAM, LLC.**

By:   
Kent Froeschle, Member

Date: 12-6-16