

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

18th

day of April

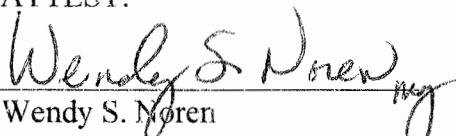
20 17

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

Now on this day the County Commission of the County of Boone does hereby provide written approval as contemplated in the contract with Newpoint Healthcare Advisors, LLC, originally approved in Commission Order 473-2016, to combine the not-to-exceed limits for fees and expenses to a single, not-to-exceed limit of \$125,000.00.

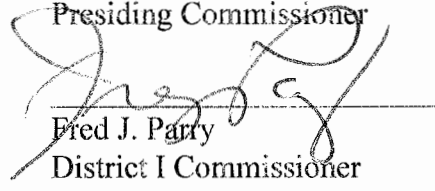
Done this 18th day of April, 2017.

ATTEST:

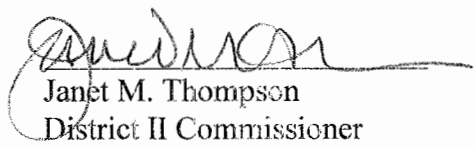

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwili
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 16

In the County Commission of said county, on the 18th day of October 20 16

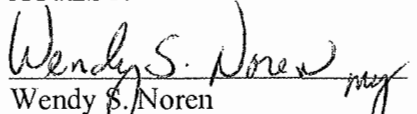
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and Newpoint Healthcare Advisors, LLC for services in connection with the pending Request for Proposal issued by the Boone Hospital Board of Trustees in order to protect the interest of the County and the County's taxpayers related to said RFP.

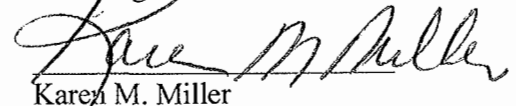
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Healthcare Consultant Services Agreement.

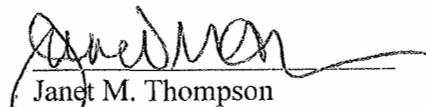
Done this 18th day of October, 2016.

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

HEALTHCARE CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 18th day of October, 2016, by and between **Boone County, Missouri**, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner" and/or "County") and **Newpoint Healthcare Advisors, LLC** (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be effective beginning September 2, 2016 and shall run through June 1, 2017, unless extended by mutual agreement.

2. **Services** – Consultant shall provide healthcare consulting services to County in connection with the pending Request for Proposals (RFP) issued by the Boone Hospital Board of Trustees in 2016 in order to protect the interest of County and County's taxpayers in connection with said RFP. Consultant shall perform those professional services as outlined in Consultant's proposal dated September 5, 2016, a copy of which is attached hereto and incorporated by reference.

3. **Compensation** – In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates as set forth in Consultant's proposal. **County's obligations under this contract for all fee payments to Consultant shall not exceed One Hundred Thousand Dollars (\$100,000.00) without prior, written approval of County, and County's obligations under this contract to reimburse for expenses of Consultant shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) without prior, written approval of County.** Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall show hours expended by classes of personnel and rates applied; reimbursable expenses shall be itemized by category. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** – Owner agrees to furnish Consultant with all current and available information received relating to the project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Insurance** – Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than

\$1,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Records** – To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires.

7. **Additional Services** – No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

8. **Owner Authorization** – When the term Owner or County is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Presiding Commissioner or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

9. **Termination** – The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

10. **Governing Law** – This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

11. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

12. **Miscellaneous** – This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

NEWPOINT HEALTHCARE ADVISORS, LLC

BOONE COUNTY, MISSOURI

By [Signature]
Title Chairman & Member

By [Signature]
Presiding Commissioner

Dated: 9/16/16

Dated: 10-18-16

ATTEST:
[Signature]
County Clerk

APPROVED AS TO LEGAL FORM:
[Signature]
County Counselor

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 appropriations sufficient to pay the costs arising from this contract.

[Signature] by ij 10/18/2016
County Auditor Date
1190-71101

From: Joe Lupica <jlupica@newpointhealth.com>
To: Dan Atwill <danatwill@me.com>, CJ Dykhouse <cdykhouse@boonecountymo.org>
Date: 9/5/2016 11:10 PM
Subject: RE: Boone Hospital - Duke LifePoint proposal
CC: Carol Geffner PhD <cgeffner@newpointhealth.com>, <bladon@newpointhealth....>

Commissioner Atwill and Mr. Dykhouse:

We are pleased that Boone County has retained Newpoint to assist the County in its collaboration on determining a lessee or other affiliation (for ease of reference, "Affiliation") partner for Boone Hospital Center, its negotiation of the resulting Affiliation, advisory support for your potential decision regarding approval, and other strategic and transactional matters related to the Affiliation (the "Assignment"). Newpoint will serve as the County's exclusive strategic and transaction advisor for the Affiliation, and this email confirms our agreement on financial and confidentiality arrangements for the Assignment.

Staffing: Newpoint will perform the Assignment in coordination with Commissioner Atwill as our chief contact. Because I will personally serve as Boone County's principal consultant, each of you will have my personal attention. I can also provide additional expertise from among several of Newpoint's other professionals.

Fees and Expenses: As agreed, we will deliver our services on a straight hourly basis, at the ranges below:

Partner	\$400-525
Principal	\$300-375
Senior Consultant	\$200-300
Staff Consultant	\$150-200
Project Analyst	\$ 75-150

In addition, reasonable out-of-pocket expenses for travel, express delivery, specialized data access, duplication, and the like, will be invoiced monthly at cost, with no mark-up.

Confidentiality and Miscellaneous: Newpoint Healthcare Advisors, LLC ("Newpoint"), its employees and agents will keep in strict confidence and not disclose to any person without the consent of the Boone County, or its advisors, agents, or authorized employees (collectively, the "Client"), nor use in any manner other than in connection with the performance of this assignment any information obtained from the Client except that which is otherwise publicly known or available other than through the intentional or inadvertent breach of Newpoint or any employee or agent thereof or becomes known or available through some other source that is not subject to a duty of confidentiality.

We understand that the Client or its advisors or agents will furnish Newpoint with information regarding the business and financial condition of the Client as is reasonably requested, and that Newpoint may rely, without independent verification, on the accuracy and completeness of all information so furnished.

* * *

We appreciate the trust you have placed in our firm as you prepare to exercise your fiduciary and statutory duty and authority in this highly consequential matter. As we said in our original proposal back in May, we look forward to engaging the County and the Trustees in an exercise of logic, open-minded thinking, and plenty of fiduciary gut intuition – which we will document with counsel to build a record of the good stewardship behind

473-2016

your eventual vote.

You can count on us to work diligently with the County to serve the aspirations of the people who depend on their leaders for informed and thoroughly examined decisions.

Thank you.

--Joe

Confidential work product subject to attorney-client privilege

Joseph R. Lupica, Chairman

Newpoint Healthcare Advisors, LLC

602.265.5000

Denver | Phoenix | St. Louis | Newport Beach | Boston

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

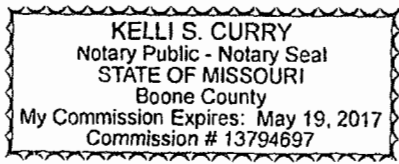
County of Boone)
)ss
State of Missouri)

My name is Joseph R Lupica. I am an authorized agent of Newport Healthcare Consultants, LLC (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 9/21/16
Affiant Date
JR Lupica
Printed Name

Subscribed and sworn to before me this 21st day of September, 2016.



[Signature]
Notary Public

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

18th

day of April

20 17

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

Now on this day the County Commission of the County of Boone, pursuant to its Chapter 100 Policy adopted in Commission Order 600-2010, does hereby receive and accept the recommendation from the Chapter 100 Review Panel to approve the Chapter 100 application from American Outdoor Brands Corporation (AOB), for a 50% abatement for new real property investment for a term of 10 years and a 50% abatement for new personal property investment for a term of that personal property's class life or 10 years, whichever is shorter, with the property investment details set forth in the Application filed herein by AOB. Boone County also approves a sales tax exemption for construction materials in connection with this Chapter 100 application. The Commission will effectuate this Chapter 100 property tax abatement approval in documents to be approved at a later time, to include leases, performance agreements, and such other documentation as recommended and approved by Gilmore & Bell, the County's bond counsel, and the County Counselor. Said documents will include the following:

- Employment targets which condition the full 50% abatement upon achieving agreed-upon targets of maintaining and/or creating at least Ninety-Six (96) "qualifying jobs" (jobs which each pay at or above the then-current county average wage), and a reduction to 25% abatement for falling beneath said targets, and a reduction to 0% abatement for not maintaining a minimum level of employment.

The County Commission thanks the representatives from the impacted taxing entities (Boone County, Boone County Family Resources, Boone County Fire Protection District, Boone County Library District, and the Columbia Public Schools) for their service on the Chapter 100 Review Panel in connection with this application.

Done this 18th day of April, 2017.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

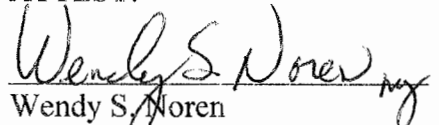
In the County Commission of said county, on the

day of

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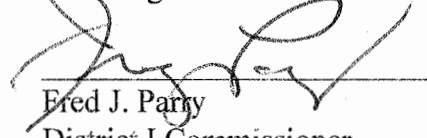
the following, among other proceedings, were had, viz:

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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April Session of the April Adjourned

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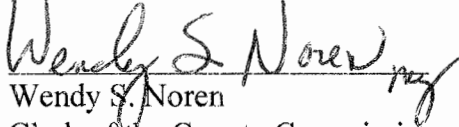
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby appoint the following:

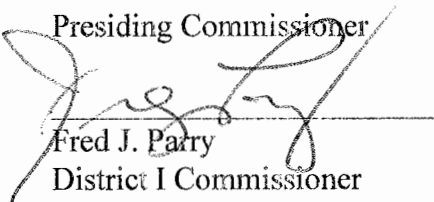
Name	Board	Period
Yoko Gely	Boone County Family Resources	April 15, 2017 through April 14, 2020


Done this 18th day of April, 2017.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Application for Appointment to Board of Director of Boone County Family Resources

Boone County Family Resources was established in 1976 with the passage of a special property tax levy. The agency, through its Board of Directors, purchases and provides services for eligible persons of all ages with developmental disabilities. As an administrative agent of the Department of Mental Health, the scope of services has expanded since establishment of the agency, and has grown to include residential services, vocational and practical living skills training, and family support services. The agency is nationally accredited and has a multi-million dollar budget. Additional information about the agency may be obtained at the agency's website, www.bcfrr.org, or by contacting the agency.

Composition of the board of directors must meet the statutory requirements of the enabling legislation. Additionally, persons appointed to the board must comply with the provisions of the bylaws of the board, agency policy and the resolution adopted by the Board regarding disclosure of potential conflicts of interest on file with the Missouri Ethics Commission. Board members of Boone County Family Resources also serve on the board of Life and Work Connections, Inc., a Section 501(c)(3) corporation that provides vocational services to young adults through a contractual arrangement with Boone County Family Resources. As appointees of a statutorily created entity with broad powers, board members have certain fiduciary duties, which require that they conduct themselves without conflict to the interest of the agency they serve. Conflicts of interest are not prohibited, but disclosure is critical. Disclosure should not be construed as creating a presumption of impropriety or as automatically precluding someone from participation. Rather, it reflects the recognition of the many factors that can influence one's judgment and a desire to make as much information as possible available to other participants. Potentially conflicting interests may relate to programs and services or operations, such as contracts with third parties.

APPLICATION

Name: Gely Yoko F
Last First Middle Initial

Home Address: 2204 Port Townsend Ct.

City: Columbia Zip: 65203

Employment Address: NA

City: NA Zip: NA

At which address would you prefer to be contacted: Home Business

Email Address (where you wish to be contacted): yokogely@hotmail.com

Home Phone: (573) 445-9684 Business Phone: (513) 602-9037
(cell#)

Section 205.970 RSMo requires that at least 7 of the board members be residents of the county where the facility is located. Are you a Boone County resident and how long have you lived in Boone County? 4 Years 0 Months

Are you a registered voter? Yes No

Have you previously served as a member of a board? If yes, identify the board and the dates of service.

No

What other professional, civic or community endeavors are you currently involved in?

None

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)? If so, please list dates and positions held.

No.

Section 205.970, Revised Statutes of Missouri, requires that at two of the nine members of the board of directors be related by blood or marriage within the third degree to a handicapped person as defined in Section 205.968 as a person who is "lower range educable or upper range trainable mentally retarded or a person who has a developmental disability." Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes? [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.] If yes, please identify the person and the relationship.

Pablo Yutaka Greely

Person

son

Relationship

For purposes of the following questions, "related family member" is defined to include relationships within the third degree by blood or marriage. [Relationships in the third degree include mother, father, child, brother, sister, (including half, step and in-law relationships in these same categories), and grandparent, grandchild, aunt, uncle, niece, nephew, great grandparent, great grandchild.]

Have you or a related family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? If yes, identify the individual who applied, their relationship to you and the date of application.

My son, Pablo, has applied and been determined eligible for services of Boone County Family Resources since August 2013.

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I would love to serve as a Board member to share our positive experiences and to help continuously improving the services for individuals with special needs. I have also worked as Health Care Social Worker (HL) and paraprofessional at elementary schools (OH).

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? If yes, please explain.

No.

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? If so, please give dates of employment and position held.

No.

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Boone County Family Resources? If so, identify the interest and the relationship.

No.

Have you ever been arrested, charged, or convicted of any felony? Yes No
If yes, please explain.

Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? Yes No
If yes, please explain.

Are your Boone County taxes paid in full to date? Yes No

If "No", please explain.

References:

<u>Bob Bailey</u> Name	<u>Friend</u> Nature of Relationship	<u>(573) 356-4728</u> Contact Information	<u>8 years</u> Years Known
<u>Sandy Schaller</u> Name	<u>Pastor</u> Nature of Relationship	<u>(314) 239-1221</u> Contact Information	<u>1 year</u> Years Known

By my signature, I agree to comply fully with board policy, bylaws, and conflict of interest requirements of the board of directors and certify that the information above is complete and accurate to the best of my knowledge and that should a potential conflict arise during my term, I will bring it to that attention of the Board of Directors of Boone County Family Resources.

Signature



Date

3/17/17

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April Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

18th

day of April

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Mid-Missouri Peaceworks for June 11, 2017 from 5:30 p.m. to 8:30 p.m.

Done this 18th day of April, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use the Roger B. Wilson Boone County Government Center conference rooms or Centralia Satellite Office as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code: 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Solidarity Network Meeting

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: 6-11-17

Start Time of Setup: 5:30 p.m. AM/PM Start Time of Event: 6 p.m. AM/PM

End Time of Event: 8 p.m. AM/PM End Time of Cleanup: 8:30 p.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Phone Number: 573-875-0539 Date of Application: 4-10-17

Email Address: mail@midmopeaceworks.org

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 4-18-17