

**OFFICIAL
COMMISSION MINUTES
FEBRUARY 26th, 2024 – 14th DAY OF
THE JANUARY ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Nick Plummer (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #474908 through Check #474935, Checks #474937 through Check #474984, no Warrants and two Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve check #474936. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (abstain).

APPROVAL OF PAYROLL

Commissioner Williams moved to approve payroll. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for February 20th, 2024. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

SPRING FLING LIABILITY WAIVER AND RELEASE, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT 2024

Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Wyatt moved to approve the Spring Fling Liability Waiver and Release, Assumption of Risk and Indemnity Agreement for 2024 and allow Presiding Commissioner Plummer to sign. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

LIABILITY WAIVER AND RELEASE,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Event Sponsor)

In consideration of being permitted to offer, conduct, organize or sponsor the Spring Fling on April 27, 2024 and to conduct certain physical fitness activities in connection with a Strongman Competition (“Activities”) on real property owned by Taney County, Missouri (“County”) located 132 David Street, Forsyth, Missouri, or 266 Main Street, Forsyth, Missouri (“Premises”), which are conducted, organized or sponsored by Forsyth Chamber of Commerce, and its officers, managers, employees, volunteers, or agents, and being permitted to enter onto or participate for any purpose upon the property for which Spring Fling activities or events are offered, conducted, organized or sponsored by Forsyth Chamber of Commerce (“Chamber”), Chamber agrees as follows:

1. Chamber acknowledges, agrees, and represents that it has or will immediately upon entering the Premises and continuously thereafter, inspect the Premises, and further agrees and warrants that if at any time Chamber and its officers, managers, employees, volunteers, agents and participants are in or about the Premises and feel or observe anything to be unsafe, Chamber will immediately advise County of such and if necessary, will immediately require all officers, managers, employees, volunteers, agents, participants, observers, attendees, and all others to immediately leave the Premises.

2. Chamber and its officers, managers, employees, volunteers, agents and participants release, waive, discharge and covenant not to sue the County, or its officers, officials, employees, volunteers, or agents (collectively, the “Released Parties”), for any and all liability in connection with Spring Fling and the related Activities and Events, including any and all loss or damages, and any claim or demands on account of injury to person or property or resulting in death or injury in connection with Spring Fling and the related Activities and events arising out of or related to the Premises, and any and all Spring Fling Activities and events, whether caused by the negligence of the County, or not.

3. Chamber agrees to indemnify and save and hold harmless the County, and its officers, officials, employees, volunteers, or agents from any loss, liability, damage or cost that may be incurred arising out of or related to the Premises, and any Spring Fling activities or events, whether caused by the County, or not.

4. Chamber assumes full responsibility for any risk of bodily injury, death or property damage, including, but not limited to any person(s) on the Premises, arising out of or related to the Premises, and any Spring Fling Activities and events, whether caused by the negligence of the County, or not.

5. Chamber agrees that this Liability Waiver and Release, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the County, and is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion is held invalid, it is agreed that the remaining part of the Agreement shall continue in full legal force and effect.

BASTION SERVICE LICENSE AGREEMENT #20-024REC

Jody Stahl, Recorder, and Joe Blackerby, Webmaster/System Security, were present.

No action taken.

TRAFFIC SAFETY GRANT AUTHORIZATION #24-026S

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to table Traffic Safety Grant Authorization to March 4th, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

RENEWAL TO ADVANCED HEALTH CARE SERVICES #24-023S

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the Notice of Renewal to Advanced Correctional Health Care Incorporated Agreement for Provisions of Inmate Taney Health Services by and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



Taney County, Missouri
8/3/2023



No. 24-023S

For 2022, this contract received a **6.3% discount** when the pool was added. We need the higher increase below to recover the wage increases we gave anyway as well as increased med/mal and civil rights insurance.

Price(s) good for 60 days.	Current 9/1/2022-8/31/2023	Renewal CPI for medical care is currently 3.18% 9/1/2023-8/31/2024
Annual Price	\$346,706.32	\$389,394.38
ADP	200	
Per Diem Rate	\$0.65	\$0.67
Prescriber	Weekly + unlimited 24/7/365 on-call by phone	
PRN On-Call Tele-MD	Upon request for \$550 per hour (minimum 1 hour)	
Nursing does <u>not</u> include holiday/pto/sick coverage	84 hr/wk \$30,000 of the above increase is increased wages (-\$4.58/hr wage increase) \$4.58 x 84 x 52 x 1.5 for benefits = \$30,008.16	
Qualified Mental Health Professional (QMHP)	10 hr/wk Minimum Master's level	
On-call QMHP	\$150 per hour (minimum 1 hour) In-person or via telehealth (as mutually agreed upon) Responsiveness depends upon amount of notice given	
Annual Pool	\$26,000 per year for pharmacy. Prices are at cost. ACH does not "mark up" these items. County decides what pool money is spent on.	\$29,628 per year for biomedical waste disposal, medical supplies, pharmacy, TB skin tests. Prices are at cost. ACH does not "mark up" these items. County decides what pool money is spent on. A 10% TPA fee is included in the above price to manage the accounting and bookkeeping.
Biomedical Waste Disposal	ACH pays \$145/year	Pool pays
Medical Supplies (disposable)	ACH pays \$2,683/year	Pool pays
TB Skin Tests	ACH pays \$800/year	Pool pays
Officer Training Spark Training, LLC	Included On-site and online LMS (learning management system)	
Occupational Health / Officer Wellness for jail, dispatch, first responders, patrol, support staff, etc.	Included CIERR Program (Critical Incident Employee Rapid Response) Face-to-Face Wellness Checks We will provide a QMHP at the rate of \$175 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given.	
Medical Claims Re-pricing (bill scrubbing)	Included upon request for \$17/claim We saved our clients over \$31M nationwide in 2022	
Prison Rape Elimination Act of 2003 (PREA) Compliance	Included - Victim Advocacy The county may designate Freedom Behavioral Health, Inc. to provide post-incident victim advocacy as required in PREA Standard 115.21, and outside confidential support services as required in PREA Standard 115.53. Upon the county's request, we will provide a QMHP at the rate of \$175 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given. Included - Medical Specialty Training Upon the county's request, Spark Training, LLC will provide annual PREA medical specialty training for medical and mental health team members. (This training is in addition to the annual PREA training that is already required.) This training is usually presented electronically as a specialized track for medical and mental health team members, covering topics such as evidence collection and emotional support post-incident. Proof of this training is specifically requested by PREA auditors.	
DetainEMR Advanced Inmate Medical Management, LLC	Not Included - USMS will reportedly require EMR next year Software updates/upgrades are automatic and free, online training is free and unlimited, troubleshooting is free and unlimited. EMR per diem is \$0.33 for server space.	
DO YOU NEED ANY TRAINING?	Spark Training provides training on a variety of topics, including but not limited to medical, behavioral health, officer wellness, and Mental Health First Aid (MHFA) certification. Training is upon your request and on the topic(s) you choose. Sign up for Spark Training's blog list by sending an email here: Training@sparktraining.us If we do not receive a response, we will automatically renew at the lowest price.	

Agreed to by:

Sign: [Signature]

Print: Mike Plummer

Date: 2-26-2024

Matt Shults (Retired - Phelps County MO), CCHP
Director of Business Development & Client Services
573.578.1978 / Matt.Shults@advancedch.com

AMENDMENT #3 TO FOOD SERVICE AGREEMENT #24-017S

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the Amendment to the Food Service Agreement by and between Taney County Jail, Tiger Correctional Services, and Taney County with the addition of number two stating prices will be evaluated before each anniversary date based on the consumer price index for all urban consumers all items food, food away from home. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



No. 24-017S

AMENDMENT TO FOOD SERVICE AGREEMENT

This Amendment is entered into this 22 day of December 2023, by and between the Taney County Jail, MO ("Client") and Tiger Correctional Services located at 2508 West Washington Ave, Jonesboro, AR 72401 ("TIGER").

WHEREAS, the parties entered into an agreement for the management of the food service operation at Taney County effective 12/22/2017, ("Agreement"); and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as set forth below.

1. **Price Per Meal:** In accordance with Annual Price Adjustment agreement, the parties agree that the price per meal charges to the Client by Tiger shall be changed as set forth on Attachment A based upon the COLA national average increase, cost of goods, and general business climate. This price shall be effective from **December 22, 2023**, through **December 22, 2024**, and shall supersede in all respects the price per meal set forth in the Agreement.
2. Prices will be evaluated before each anniversary date.
3. Except as hereinabove provided, the Agreement shall remain in full force and effect.
4. Either party may terminate the original agreement for any reason with a 60-day written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

TIGER CORRECTIONAL SERVICES

Taney County Jail

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ASSESSOR'S OFFICE/MAPPING DEPARTMENT LAYOUT DISCUSSION

Susan Chapman, Assessor, and Scott Terpening, Building & Grounds, were present.

Discussion ensued.

RECESS: 10:04 A.M.

RECONVENE: 10:14 A.M.

ROUND TABLE SHERIFF'S DEPARTMENT & ROAD & BRIDGE

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer, Commissioner Williams and Commissioner Wyatt.

Also present: Devin Huff, Road & Bridge Administrator, Jack Cole, Assistant Road & Bridge Administrator, Jeff Greenwood, Road & Bridge Supervisor, Brad Daniels, Sheriff, Dawn Muller, Benefits, and Lesley Wallace, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:51 A.M.

EXECUTIVE SESSION PER SECTION 610.021(1)(3)(12) (LEGAL, PERSONNEL, & CONTRACTS)

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer, Commissioner Williams and Commissioner Wyatt.

See the Executive Session Minutes for any motions made or votes taken.

END OF EXECUTIVE SESSION: 11:16 P.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer, Commissioner Williams and Commissioner Wyatt.

Also present: Tami Koran, Commission Assistant, Nikki Lawrence, Purchasing Director & Legal Liaison, and Lesley Wallace, Deputy Clerk.

The commission met with their staff to review the day's business and go over the agenda requests.

ADJOURNMENT

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (absent).

ADJOURN: 11:21 A.M.

The minutes were taken and typed by Lesley Wallace, Deputy Clerk.

