



**Christian County Commission**

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 5198)**

Meeting: 09/08/20 11:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5198

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## Meeting Attachments

**ATTACHMENTS:**

- 090820 COXHEALTH COVID-19 SPECIMEN COLLECTION AGREEMENT - FULLY EXECUTED (PDF)

## COVID-19 SPECIMEN COLLECTION AGREEMENT

This Covid-19 Specimen Collection and Testing Agreement ("Agreement") is entered into as of September 8, 2020 ("Effective Date"), by and between Christian County ("County") and **CoxHealth** ("**CoxHealth**").

### RECITALS

- A. In response to the COVID-19 pandemic and to aid the County in tracking infections among the residents of Christian County, Missouri, the County desires to contract with **CoxHealth** to provide specimen collection for COVID-19 diagnostic testing (the "Services") to certain residents of Christian County (the "Residents").
- B. Christian County owns property located at 2701 W. Jackson St., Ozark Missouri 65721 (the "County Property") where it desires **CoxHealth** to provide the Services, and will be available for such use.
- C. **CoxHealth** desires to provide the Services in accordance with the terms herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### 1. TERM AND TERMINATION

- 1.1. Term. The term of this Agreement shall commence on the date first stated above and shall continue in effect until terminated as hereinafter provided.
- 1.2. Termination. This Agreement shall terminate on the first to occur of the following: (a) the mutual agreement of the parties; (b) without cause, upon ten (10) days prior written notice by either party; (c) if either party breaches this Agreement and the breaching party fails to timely cure such breach; or, (d) the expiration for the time to perform the obligations set forth herein.

### 2. PERFORMANCE OBLIGATIONS OF COUNTY

- 2.1. Engagement of **CoxHealth**. As of the Effective Date, County hereby engages **CoxHealth** to be the exclusive provider of the Services and **CoxHealth** accepts such engagement subject to the terms of this Agreement. County's engagement of **CoxHealth** pursuant to this Agreement is not the formation of a partnership, joint venture, employment, or any other relationship. County and **CoxHealth** are independent contractors with no power or authority to bind each other in any manner.
- 2.2. Use of County Property located at 2701 W. Jackson St., Ozark, MO
  - 2.2.1. County shall provide **CoxHealth** with exclusive use of a dedicated portion of the property suitable for **Cox Health System's** provision of Services during the term of this Agreement, ensuring that space that is appropriate for the provision of Services within the property is available to **CoxHealth** during the days and times **CoxHealth** is to conduct the Services under this Agreement
  - 2.2.2. County shall ensure that a dedicated portion of the property suitable for **Cox Health System's** provision of Services is closed to all other individuals and activities at all times while **CoxHealth** is providing the Services.
  - 2.2.3. County shall be solely responsible for the timely and appropriate disinfection and cleaning of the

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property each day during the provision of the Services and following **CoxHealth's** use of the property for the Services.

- 2.2.4. The County will develop and implement a site safety and traffic control plan, with the assistance and approval by appropriate County Officials. The safety plan should include steps to provide protective sheltering for testing equipment and onsite personnel during inclement weather.
- 2.2.5. The County will supply at least 3 volunteers to assist at the testing site with traffic control, logistics as well as any other needs that are identified.
- 2.2.6. County will also provide dedicated law enforcement personnel to the site as long as **CoxHealth** personnel are present on the site.

### 3. PERFORMANCE OBLIGATIONS OF COXHEALTH

- 3.1. Identification of Residents. **CoxHealth** shall collect testing specimens from Residents as indicated using the State of Missouri's "Redcap" pre-registration system or by another system chosen by the County. **CoxHealth** will not determine which persons do or do not receive testing services, and will rely on the Redcap system to identify selected and eligible Residents for testing. County represents and warrants that the Redcap system shall provide the means for the Residents to adequately consent to the Services and will designate an appointed time for the Residents to show up for testing.
- 3.2. Collection of Specimens. Subject to the availability of tests and supplies to be provided by County, **CoxHealth** shall collect specimens by nasopharyngeal swab from up to Five Hundred (500) Residents (total) as necessary to provide SARS-CoV-2 acute molecular PCR testing. Specimen collection is preliminarily scheduled to take place at 2701 W. Jackson St., Ozark, MO from 9 a.m. to 7 p.m. each day on days mutually agreed by the parties, and /or during other times and dates mutually agreed by the parties.
- 3.3. The State of Missouri's "Redcap" pre-registration system will set appointments for residents at 15-minute intervals. **CoxHealth** will anticipate at least forty (44) appointments per day.
- 3.4. Testing of Specimens. **CoxHealth** shall submit specimens to PTC Laboratories in Columbia, MO where such specimens will be tested for SARS-CoV-2 with a test approved by the Food and Drug Administration (including under an emergency use authorization) (the "Tests"). County acknowledges and agrees that, as with any diagnostic test, the Tests may provide false positive or false negative results and **CoxHealth** shall not be liable to any party for any false positive or false negative results or for the Laboratory's services and costs. PTC Laboratories shall bill County for the cost of the Tests, and County shall be solely responsible to PTC Laboratories for payment.
- 3.5. PTC Laboratories provides courier services to Springfield, MO for transportation of specimens to Columbia. **CoxHealth** will work with Christian County on transportation of specimens to PTC Laboratories courier pick-up site.
- 3.6. PTC Laboratories shall provide to the Residents the results from the Tests (the "Results"). **CoxHealth** shall not be responsible for providing any notification of Results to Residents or any further care or services to the Residents in connection with any Results indicating that a Resident is positive for COVID-19 unless the Resident requests such services from **CoxHealth**, which further care shall be outside of the scope of this Agreement.
- 3.7. Personnel and Supplies. **CoxHealth** shall be responsible for staffing Testing Site with personnel necessary in **CoxHealth's** determination to provide the Services. Except as otherwise provided herein, **CoxHealth** will be responsible for all supplies and equipment it deems necessary to provide the Services, including but not limited to personal protective equipment for its personnel.
- 3.8. Refusal to Provide Services. **CoxHealth** shall provide Services to each Resident who has consented to

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receive the Services as indicated during the County's Redcap or similar registration system. **CoxHealth** may refuse to provide Services to any Resident who does not adequately register and consent using the County's registration process.

3.9. Sole Purpose. The parties acknowledge and agree that **CoxHealth's** obligations shall solely be to provide the Services as described in this Section 3. For avoidance of doubt, and without limiting the foregoing, in no event shall **CoxHealth** or its health care providers be responsible, under the terms of this Agreement, for examining any Residents, ordering any Tests, notifying Residents of Test results or providing any follow-up care or treatment to Residents

3.10. Invoices shall be submitted weekly to the County for payment, unless both parties agree. otherwise

#### 4. COMPENSATION

4.1. Compensation. In consideration of the Service's provided hereunder, County shall pay **CoxHealth** the sum of five hundred dollars (\$500) per day.

4.2. **CoxHealth** shall not bill any Resident or any other third party (including but not limited to health insurers) for the Services.

4.3. Invoice and Payment Due Date. **CoxHealth** will send an invoice to County documenting the payment due to **CoxHealth** per Sections 3.9 and 4.1 above. County will pay **CoxHealth** the full amount due within thirty (30) days of receipt of each invoice.

4.4. Obligation to Pay. County's payment obligations under this Section 4 shall survive the termination of this Agreement for any reason.

#### 5. MISCELLANEOUS

5.1. Indemnification. To the extent permitted by law, and without waiving the County's sovereign immunity rights under state or federal law, County shall indemnify, defend and hold harmless **CoxHealth** and **CoxHealth's** affiliates, directors, officers, employees and agents from and against any and all losses, liabilities, penalties, costs and expenses, including, without limitation attorneys' fees, incurred by **CoxHealth** or its affiliates, directors, officers, employees and agents arising out of resulting from or relating to any claim, action or cause of action brought by any person or entity in connection with the Services provided under this Agreement, including in relation to any false test results or harm to Residents. This Section 5.1 shall survive the termination of this Agreement for any reason.

5.2. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, IN NO EVENT SHALL **COXHEALTH** BE RESPONSIBLE TO COUNTY OR TO ANY OTHER PERSON FOR ANY PUNITIVE DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER. THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

5.3. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Missouri.

5.4. Assignment. Neither party may assign this Agreement without the prior consent of the other party.

5.5. Amendment. This Agreement may not be amended unless pursuant to a written instrument which refers specifically to this Agreement and is executed by the parties.

5.6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

5.7. Waiver of Violation. Any waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision.

5.8. Authority to Sign. The individuals executing this Agreement on behalf of their respective organizations represent and warrant that they have such authority from their organization.

5.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be

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considered an original for all purposes and all of which shall together constitute one and the same instrument. Signatures transmitted by facsimile or other electronic format may be considered an original for all purposes.

5.10. Insurance. The Parties shall procure or utilize a self-funded program and maintain adequate policies of professional and general liability insurance, in amounts of not less than one million dollars (\$1m) per claim and three million dollars (\$3m) in the annual aggregate. In addition, each Party shall maintain property insurance and workers' compensation insurance. Upon request, each Party will furnish the other Party with evidence of such coverage. Each Party shall make reasonable business efforts to notify the other party thirty (30) days in advance of any substantial reduction, cancellation or termination of any insurance coverage.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Provider: CoxHealth**  
By [Signature] Dated: 9/8/20  
John Archer,  
Administrative Director of Emergent Care Administration

**County: Christian County, Missouri**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 8<sup>th</sup> day of September, 2020 at Christian County, Missouri.

DATED: 9/8/2020  
[Signature]  
Ralph Phillips, Presiding Commissioner

DATED: 9/8/2020  
[Signature]  
Hosea Bilyeu, Western Commissioner

DATED: 09.08.2020  
[Signature]  
Mike Robertson, Eastern Commissioner

Attested By:  
[Signature]  
Kay Brown, Christian County Clerk  


**Auditor Certification:**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

[Signature]  
Amy Dent, Christian County Auditor

COVID-19 SPECIMEN COLLECTION AGREEMENT

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**APPROVED AS TO FORM:**

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John W. Housley, Attorney at Law  
901 St. Louis Street 20th Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752