



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5251)

Meeting: 03/22/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5251

Meeting Attachments

ATTACHMENTS:

- 032221 CERTIFIED COURT ORDER NO. 03-22-2021-01 (PDF)
- 032221 VACCINE PROVIDER AGREEMENT - EMA ALPHS PHARMACY (PDF)
- 032221 EMS LETTER - NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK (PDF)
- 032221 PROCLAMATION OF NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK - DRAFT (PDF)
- 032221 BUILDING MODIFICATION - ASSESSOR - HAMBAY CONSTRUCTION BUDGETARY PROPOSAL (PDF)

RECEIVED

MAR 19 2021

KAY BROWN
COUNTY CLERK

The Treasurer is hereby ordered to pay the following entities:

CART

March 19, 2021

Receipt #: 4173

January 2021 Term

AMOUNT RECEIVED		222-43354	122,330.23	Check #
BRIDGE		15.00%	18,349.53	
	ROAD MILES			
COMMON 1	297.51	29.67%	36,295.38	
COMMON 2	280.69	27.99%	34,240.23	
BILLINGS SPECIAL	103.25	10.30%	12,600.01	
GARRISON SPECIAL	24	2.39%	2,923.69	
OZARK SPECIAL	102.97	10.27%	12,563.31	
SELMORE SPECIAL	27.5	2.74%	3,351.85	
SOUTH SPARTA SPECIAL	11.1	1.11%	1,357.87	
STONESHIRE SPECIAL	5.3	0.53%	648.36	
TOTAL ROADS	852.32	100.00%	103,980.70	
TOTAL BRIDGE			18,349.53	
TOTAL DISBURSED			122,330.23	

Ralph Phillips 3/22/2021
 Presiding Commissioner Ralph Phillips

Hosea Bilyeu 3-22-2021
 Western Commissioner Hosea Bilyeu

Lynn Morris 3/22/21
 Eastern Commissioner Lynn Morris

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 22nd day of March, 2021.

Kay Brown
 Kay Brown, Clerk of the County Commission

COVID-19 VACCINATION PROGRAM PROVIDER AGREEMENT

This Covid-19 Vaccination Program Provider Agreement (the "Agreement"), effective as of March 18, 2021 (the "Effective Date"), is entered into by and between Food Merchants, LLC dba Alps Pharmacy (hereinafter "Provider") and Christian County, MO having a business address at 100 W. Church, Ozark, Missouri (the "Client"). Provider and Client may be individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Provider is able to administer services to provide full and complete vaccination services as outlined by the CDC and the terms of this agreement, (the "Vaccinations" or "Services");
and

WHEREAS, Client wishes to obtain or prescribe Services for patients within its health system;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties do agree as follows:

1. SCOPE

- a. Provider must administer COVID-19 Vaccine in accordance with all requirements and recommendations of CDC and CDC's Advisory Committee on Immunization Practices (ACIP).
- b. Within 24 hours of administering a dose of COVID-19 Vaccine and adjuvant (if applicable), Provider must record in the vaccine recipient's record and report required information to the relevant state, local, or territorial public health authority. Details of required information (collectively, Vaccine Administration Data) for reporting can be found on CDC's website.

Provider must submit Vaccine-Administration Data through either (1) the immunization information system (IIS) of the state and local or territorial jurisdiction or (2) another system designated by CDC according to CDC documentation and data requirements and/or (3) vaccination software provided by Client.

Provider must preserve the record for at least 3 years following vaccination, or longer if required by state, local, or territorial law. Such records must be made available to any federal, state, local, or territorial public health department to the extent authorized by law.

- c. Provider must not sell or seek reimbursement for COVID-19 Vaccine and any adjuvant, syringes, needles, or other constituent products and ancillary supplies that the Client or Federal Government provides without cost to Provider.
- d. Provider must administer COVID-19 Vaccine regardless of the vaccine recipient's ability to pay COVID-19 Vaccine administration fees.
- e. Before administering COVID-19 Vaccine, Provider must provide an approved Emergency Use Authorization (EUA) fact sheet or vaccine information statement (VIS), as required, to each vaccine recipient, the adult caregiver accompanying the recipient, or other legal

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representative.

- f. Provider's COVID-19 vaccination services must be conducted in compliance with CDC's Guidance for Immunization Services During the COVID-19 Pandemic for safe delivery of vaccines.
- g. Provider must comply with CDC requirements for COVID-19 Vaccine management. Those requirements include the following:
 - 1. Provider must store and handle COVID-19 Vaccine under proper conditions, including maintaining cold chain conditions and chain of custody at all times in accordance with the manufacturer's package insert and CDC guidance in CDC's Vaccine Storage and Handling Toolkit, which will be updated to include specific information related to COVID-19 Vaccine;
 - 2. Provider must monitor vaccine-storage-unit temperatures at all times using equipment and practices that comply with guidance located in CDC's Vaccine Storage and Handling Toolkit;
 - 3. Provider must comply with each relevant jurisdiction's immunization program guidance for dealing with temperature excursions;
 - 4. Provider must monitor and comply with COVID-19 Vaccine expiration dates; and
 - 5. Provider must preserve all records related to COVID-19 Vaccine management for a minimum of 3 years, or longer if required by state, local, or territorial law.
- h. Provider must report the number of doses of COVID-19 Vaccine and adjuvants that were unused, spoiled, expired, or wasted as required by the relevant jurisdiction.
- i. Provider must comply with all federal instructions and timelines for disposing COVID-19 vaccine and adjuvant, including unused doses.
- j. Provider must report moderate and severe adverse events following vaccination to the Vaccine Adverse Event Reporting System (VAERS).
- k. Provider must provide a completed COVID-19 vaccination record card to every COVID-19 Vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative. Each COVID-19 Vaccine shipment will include COVID-19 vaccination record cards.
- l. Provider must comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19

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Vaccine.

- m. Provider must administer COVID-19 Vaccine in compliance with all applicable state and territorial vaccination laws.

2. FEES

- a. The Client shall pay Provider based on the table below:

<i>No. of Vaccinators</i>	<i>No. of Support Staff</i>	<i>Clinic Duration</i>	<i>Vaccinations per Hour</i>	<i>Fee Total</i>
2	3	4-Hour	50	\$900.00
5	4	4-Hour	100+	\$2,000.00
5	4	8-Hour	100+	\$4,000.00
10	8	4-Hour	200+	\$4,400.00
10	8	8-Hour	200+	\$8,800.00

- b. Provider will submit an invoice following each vaccination clinic documenting amounts due for the services provided pursuant to this Agreement. Each invoice shall include sufficient information to aid Client in tracking the vaccinations for each patient.
- c. Client shall pay Provider within 30 days from the receipt of the invoice. In the case of a dispute, both parties will make commercially reasonable efforts to resolve the issue within 15 calendar days of receipt and Client will use reasonable efforts to submit the agreed upon payment within 15 calendar days thereafter.
- d. All payments to Provider shall be made in full by check or bank wire transfer in U.S. dollars available at Provider's U.S. bank, or otherwise as Provider may direct in advance. The Parties acknowledge that on time payment for the Services is a material requirement of this Agreement and that failure to make on time payments shall constitute a material breach of this Agreement.

3. REPRESENTATIONS & WARRANTIES

- a. Provider hereby represents, warrants and covenants that: (i) Provider, its employees and contractors shall have and maintain during the term of this Agreement all U.S. federal and state licenses or certificates that are required by applicable law, rule, or regulation to perform the Services; and (ii) Provider will perform the Services in a professional and workmanlike manner, and in accordance with such applicable laws and regulations.
- b. Client hereby represents, warrants and covenants that: (i) Client, its employees and contractors shall have and maintain during the term of this Agreement all licenses or certificates that are required by law or regulations to perform its obligations under this Agreement; and (ii) Client will perform its obligations under this Agreement in a professional and workmanlike manner, and in accordance with such applicable laws and regulations.
- c. Without limiting the generality of the foregoing representations, warranties, and covenants, each Party, including its employees and contractors, shall comply with all laws and regulations preventing fraud and abuse within the healthcare industry, including but not limited to the

federal Anti-Kickback Statute and the federal Physician Self-Referral (Stark) Law.

- d. This Agreement is intended to be in compliance with all applicable laws as of the Effective Date. The Parties agree to amend this Agreement to bring it into compliance with future applicable law as may be required.

4. TERM & TERMINATION

- a. The term of this Agreement shall begin on the Effective Date and shall remain in place for one (1) year or thirty (30) days following the date that one Party receives written notice from the other Party of an election to terminate.
- b. The termination of this Agreement shall not affect any rights or obligations of either Party accruing prior to such termination.

5. MISCELLANEOUS

- a. Provider agrees to indemnify, defend and hold harmless Client, its parent company and affiliates, their officers, directors, representatives and employees (Client and each of the foregoing a "Client Indemnitee") against any and all claims or actions brought by a third party arising out of any personal injury, death, or other harm to any of Client's patients caused by Provider's negligence or willful misconduct in performing Services (referred to as a "Client Claim"). The obligation of Provider to indemnify, defend and hold harmless a Client Indemnitee from a Client Claim does not apply to the extent that such Client Claim is attributable to the fraud, negligence, gross negligence, or willful misconduct of a Client Indemnitee.
- b. If Provider is made liable for a claim under the preceding paragraph then, subject to the requirements of subsection (iii) below regarding the handling of claims, Provider shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against such Client Indemnitee in connection with such Client Claim.
- c. The Parties' indemnification obligations under Section 5(a) are subject to the Party seeking indemnification (a) notifying the indemnifying Party promptly in writing of the claim, (b) giving indemnifying Party exclusive control and authority over the defense of such claim, (c) not admitting infringement of any intellectual property right without prior written consent of the indemnifying Party, (d) not entering into any settlement or compromise of any such action without the indemnifying Party's prior written consent, and (e) providing all reasonable assistance to the indemnifying Party that the indemnifying Party requests and ensuring that its officers, directors, representatives and employees and other indemnitees likewise provide assistance (provided that indemnifying Party reimburses the indemnified Party(ies) for its/their reasonable out-of-pocket expenses incurred in providing such assistance). An indemnifying Party will not enter into or otherwise consent to an adverse judgment or order, or make any admission as to liability or fault that would adversely affect the indemnified party, or settle a dispute without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

- d. Each Party is an independent party and shall not be construed to be an agent or representative of the other Party. In addition, neither Party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other Party. Therefore, neither Party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other Party by virtue of this Agreement. Furthermore, neither Party shall be deemed an agent or employee of the other and neither shall have actual, apparent or implied authority to bind the other to any obligation whatsoever.
- e. Provider and Client shall comply with applicable federal and state laws regarding the confidentiality of medical records, including but not limited to applicable provisions of the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and their implementing regulations. This provision shall not preclude access to records to confirm the proper performance under this Agreement in accord with applicable law. The Parties acknowledge that in connection with this Agreement, each may receive or have access to proprietary and confidential information of the other. As used herein, "Confidential Information" means any business, financial, customer, product, technology or service information received by a Party from the other Party, or information that is marked as Confidential or with another similar confidentiality legend or if disclosed orally is identified as confidential at the time of disclosure and reduced to a written summary, also marked as Confidential, that is provided to the recipient Party within 30 days (email acceptable) other than: (a) information which at the time of disclosure is published or otherwise generally known or available to the public; (b) information which, after disclosure by the other Party, is published or becomes generally known or available to the public through no fault of the receiving Party; (c) information in the possession of the receiving Party without obligation of confidentiality; or (d) information that is independently developed by or for the receiving Party without use of or reference to the Confidential Information of the disclosing Party. Each Party agrees that, during the term of this Agreement and for a period of 5 years thereafter (the "Confidentiality Term"), it shall not disclose the other Party's Confidential Information, directly or indirectly, to any third party without the consent of the other Party, except as expressly permitted herein or unless disclosure is required by law. Each Party further agrees that during the Confidentiality Term it shall not use such Confidential Information except as is necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Provider may disclose Client's Confidential Information to its parent company and affiliates as necessary to perform hereunder or for administration of its business, but only upon such parent company and affiliates prior written agreement to be bound by the confidentiality requirements contained in this Agreement.
- f. The Parties agree that any payments required hereunder represent fair market value for the services rendered by the Parties and that the payment of monies hereunder in no way represents the division, sharing, splitting or other allocation of fees for medical services. The Parties further agree that any benefit, consideration or remuneration conferred upon one Party under this Agreement is not in any way contingent upon or related to, directly or indirectly, the solicitation of or the referral of or any other arrangement for the provision of, any item or service offered by the other Party or their parent companies or affiliates.
- g. Unless otherwise provided, any notice required under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified, or

upon receipt when sent by a National Post Office (for dispatch by registered or certified mail, postage prepaid) or by recognized express courier (all charges prepaid). All such notices shall be addressed to the Party to be notified at the address set forth below, or at such other address as such Party may designate by 10 days advance written notice to the other Party.

If to Christian County (client):
Attn: Phil Amtower
100 W. Church Room 100
Ozark, MO 645721

If to the Provider: Alps Pharmacy
Attn: Don Savley
PO Box 397
Nixa, MO 65714

With a copy to:
Ralph Phillips
100 W. Church Room 100
Ozark, MO 645721

With a copy to:
Sheila Click
PO Box 397
Nixa, MO 65714

- h. This Agreement shall be governed by the laws of the State of Missouri. The Parties hereby consent to personal jurisdiction of, and venue within, the state courts of the State of Missouri.
- i. This Agreement and the provisions hereof shall be binding upon each of the Parties and their respective successors and assigns.
- j. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- k. No Party, and no officer, employee, agent or contractor thereof, is currently or has in the past been suspended, excluded, or debarred from, or is otherwise ineligible to participate in, any Federal Health Care Program.
- l. 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 30 days in advance of any substantial reduction, cancellation or termination of any insurance coverage.
- m. This Agreement (together with all exhibits and appendices attached hereto) contains, and is intended as, a complete statement of all of the terms of this Agreement between the Parties with respect to the matters provided for herein and supersedes any previous agreements and understandings (whether written or oral) between the parties. Any Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.
- n. Both Parties acknowledge and agree that as healthcare companies, and notwithstanding anything in this Agreement to the contrary, the Parties, and their affiliates, may be required by applicable law and regulation ("Healthcare Laws") to disclose the existence of this Agreement,

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the terms of this Agreement, including without limitation, the financial terms and the subject matter (e.g., the U.S. Sunshine Act, and state and foreign equivalents).

Signature Page Immediately Follows

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

PROVIDER

Organizations Legal Name: Food Merchants, LLC dba Alps Pharmacy

Address: 1824 North Hwy CC Nixa, MO 65714

Telephone Number: 417-374-7505

Email: dsavley@alpspharmacy.com & sclick@alpspharmacy.com

Primary COVID-19 Vaccine Coordinator (Name & Contact Info): _____


Primary: Erica Mahn, PharmD mobil 417-773-1796 emahn@alpspharmacy.com	Secondary: Leah Gregory, PharmD lgregory@alpspharmacy.com mobil 417-268-8898
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By:  President, CEO Dated: March 18, 2021

CHRISTIAN COUNTY, MISSOURI (CLIENT)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 22nd day of MARCH, 2021 at Christian County, Missouri.

DATED: 3/22/2021


Ralph Phillips, Presiding Commissioner

DATED: 3-22-2021


Hosea Bilyeu, Western Commissioner

DATED: 3/22/2021


Lynn Morris, Eastern Commissioner

Attested By:

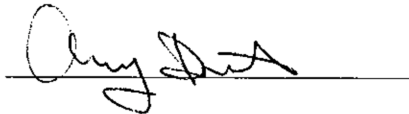


Kay Brown, Christian County Clerk



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.



Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

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

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Christian County Emergency Services

110 W. Elm St., Room 50
Ozark, MO 65721

Non-Emergency: 417-582-1030 www.cces911.org

Fax: 417-581-1523

March 15, 2021

Christian County Commissioners
Ralph Phillips Presiding Commissioner

Commissioner Phillips:

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services is 9-1-1. The local and county emergency communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

Christian County Emergency Services is celebrating the second full week of April (April 11-17, 2021) as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. We are enlisting your support in the form of a Proclamation to honor these men and women in our area for the work that they do every day to protect the service providers and citizens of Christian County.

The importance of recognizing and celebrating the hard work of these dedicated professionals at every level is immeasurable. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of the service providers and citizens of Christian County. I have enclosed a proposed message for your signature.

Thank you for your attention to this matter and I look forward to your reply.

Blessings,

Becky Bacon

Becky Bacon
Executive Director

Proclamation
National Public Safety Telecommunicators Week
April 11th -17th, 2021

Whereas emergencies can occur at any time that require police, fire, or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Christian County Emergency Services 911 communications center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the CCERS911 communications center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved that the Christian County Commissioners of Christian County< MO declares the week of April 11 through 17, 2021, to be National Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Signed this ___ day of _____, 2021.

Christian County Presiding Commissioner _____

Christian County Eastern Commissioner _____

Christian County Western Commissioner _____



Budgetary Proposal

Project: **Demolition of (4) Existing Walls on 3rd Floor in Assessor's & Clerk's Storage Areas where Jail Cells were previously removed**

Owner: Christian County Commission
100 W. Church St.
Ozark, Christian County, Missouri 65721

Submitted By: Hambey Construction, LLC
PO Box 8954
Springfield, Missouri 65801

We are pleased to submit this proposal for the demolition of (4) walls in the Assessor's & Clerk's storage areas at 100 W. Church St., Ozark, MO 65721 based on discussions and site visit with Richard Teague, Danny Gray and Kay Brown.

REFERENCES

- ❖ Missouri Department of Transportation. Jeremy Hopper 417-464-0967.
- ❖ Missouri Ozarks Community Healthcare. Tim Shryack 417-234-2699
- ❖ Dairy Farmers of America. Scott Slaughter 417-829-2637.

DESIGN/ENGINEERING FEES

Proposal Includes:

- ❖ Structural Engineering fees to determine if all (4) requested walls can be removed.
- ❖ Also includes Engineering fee to investigate crack located inside closet attached to south exterior wall. (This is limited to investigation only and does not include any repairs)

GENERAL REQUIREMENTS

Proposal includes fees for the following construction expenses:

- ❖ Project Management and Construction Supervision.
- ❖ Travel & Communication expenses.
- ❖ Port-a-toilet if necessary.
- ❖ Daily project cleaning and final project cleaning.
- ❖ Temporary fencing, construction staking, safety protection, etc. for safety.
- ❖ Roll-off Dumpster, disposal fees, and labor to maintain a clean jobsite.

Important Note:

- ❖ Does not include permits.

SITE DEMOLITION

Proposal includes material and equipment to remove and dispose of the following:

- ❖ Removal of (1) existing wall and door slab/frame in Clerk's Office storage area where jail cells were removed.
- ❖ Removal of (3) existing walls and door frame in Assessor's Office storage area where jail cells were removed.
- ❖ Removal of existing shower base & surround and plumbing to shower area near roof access ladder/room.
- ❖ Removal of existing electrical fixtures, conduit and wire in hallway leading to stairwell to allow wall demolition. (Temporary electric will be provided to allow all emergency lighting to function properly)

Base Proposal Amount: \$16,890.00.

Engineering Fees: \$2,000 included in Base Proposal Amount.

Clerk's Office Storage Wall Labor ONLY: \$1,300.00 included in Base Proposal Amount. *Does not include dumpster and/or disposal fee.*

Materials & Equipment: \$3,000.00 included in Base Proposal Amount.

Labor: \$10,590.00 included in Base Proposal Amount.

Important Notes:

- ❖ Owner shall provide all other work not listed or excluded as indicated in this proposal.
- ❖ Proposal engineering fees are limited to structural engineer as described above.
- ❖ Does not include permit costs or any additional engineering fees.
- ❖ Proposal does not include night and weekend work.
- ❖ Does not include any asbestos or lead paint abatement testing or removal costs.
- ❖ Owner will remove or relocate existing assets in work area prior to the start of construction.
- ❖ Base Proposal amount expires 04/18/2021.