



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5272)

Meeting: 06/10/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5272

Meeting Attachments

ATTACHMENTS:

- 061021 CERTIFIED COURT ORDER NO. 06-10-2021-01 (PDF)
- 061021 HINES PHARMACY - VACCINATION PROGRAM PROVIDER - FULLY EXECUTED (PDF)
- 061021 HINES PHARMACY - AT HOME VACCINATION PROGRAM PROVIDER - FULLY EXECUTED (PDF)

RECEIVED

The Treasurer is ordered to pay the following entities:

JUN 11 2021 @ 3:06 P.M.
 KAY BROWN
 COUNTY CLERK (PB)

2021 #310 Sales Tax Road & Bridge Sales Tax
 R#: 4426
 June 7, 2021

April 2021 Term

Sales Tax #310 Received			506,571.89		CKS
Common Road I	30.98%		156,935.97	231-49290	
Common Road II	30.39%		153,947.18	232-49290	
Common Road I			17,708.33	231-49290	
Common Road II			17,250.00	232-49290	
Budget Apportionment					
Common I Total			174,644.30	221-800-59501	
Common II Total			171,197.18	221-800-59502	
Amount To Remain In Pool			160,730.41		

R. Phillips 6/10/2021
 Presiding Commission Ralph Phillips

Hosea Bilyeu 6-10-2021
 Western Commissioner Hosea Bilyeu

Lynn Morris 6/10/21
 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 10th day of June, 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 May 1, 2021 (the "Effective Date"), is entered into by and between Hines Street 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 representative.

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

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2. FEES

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

<i>No. of Pharmacists</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

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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

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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:

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

With a copy to:

- 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

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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, 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

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

PROVIDER

Organizations Legal Name: Hines Street Pharmacy

Address: 1173 E. Hines St. Republic, MO 65738

Telephone Number: 417-343-0324

Email: Charla Fields <charla@hinesrx.com>

Primary COVID-19 Vaccine Coordinator (Name & Contact Info): Charla Fields 417-343-0324

By: 

Dated: 5-1-21

CLIENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 10th day of JUNE, 2021 at Christian County, Missouri.


DATED: 6/10/2021


Ralph Phillips, Presiding Commissioner

DATED: 6/10/2021


Hosea Bilyeu, Western Commissioner

DATED: 6/10/21


Lynn Morris, Eastern Commissioner

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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

COVID-19 AT-HOME VACCINATION PROGRAM PROVIDER AGREEMENT

This Covid-19 Vaccination Program Provider Agreement (the "Agreement"), effective as of ~~April 1, 2021~~ ^{April 1, 2021} (the "Effective Date"), is entered into by and between Hines 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 Christian County that are "homebound" and cannot travel to a pharmacy or vaccination clinic;

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

1. SCOPE

- a. Provider must travel to "homebound patients" in Christian County and 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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Page 2

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 criteria below:
 - 1. \$200 per home visit. It is expected that most patients will require 2 visits, initial dose and second dose vaccinations. Some patients will only receive one dose of the Johnson and Johnson vaccinations.
- b. Provider will submit an invoice each week 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. Invoice will include patients name, address, phone, vaccinators name and date administered.
- 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.

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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

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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.

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

If to the Provider:

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

With a copy to:

- 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, 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).

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Signature Page Immediately Follows

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Page 7

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

PROVIDER

Organizations Legal Name: Hines Street Pharmacy

Address: 1173 E. Hines St. Republic, MO 65738

Telephone Number: 417-735-0055

Email: Charla Fields charla@hinesrx.com

Primary COVID-19 Vaccine Coordinator (Name & Contact Info): Charla Fields 417-343-0324

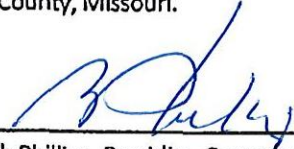
By:  _____

Dated: 04-01-21

CLIENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 10th day of JUNE, 2021 at Christian County, Missouri.

DATED: 6/10/2021




Ralph Phillips, Presiding Commissioner

DATED: 6/10/2021



Hosea Bilyeu, Western Commissioner

DATED: 6/10/21



Lynn Morris, Eastern Commissioner

CONFIDENTIAL

Attested By:

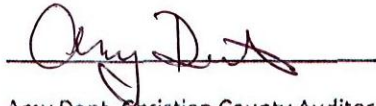


Kay Brown, Christian County Clerk



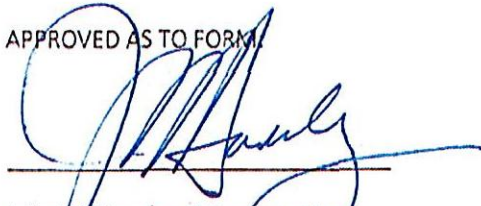
Auditor Certification:

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