

COOPERATIVE SERVICE AGREEMENT

THIS COOPERATIVE SERVICE AGREEMENT ("the Agreement") is entered into by and between The Curators of the University of Missouri on behalf of University of Missouri Health Care ("University") and the City of Columbia, Missouri on behalf of the Columbia/Boone County Public Health and Human Services Department ("Department") and is effective as of the date of the last signatory noted below ("Effective Date").

WHEREAS on March 13, 2020, the Governor of the State of Missouri declared a state emergency due to the spread of COVID -19;

WHEREAS, Department has a desire to ensure that certain vaccination services are available to individuals in response to the COVID 19 public health emergency;

WHEREAS, University employs health care providers who are trained in vaccine administration (the "Providers") and is willing to make such Providers available to the Department upon the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - University's General Obligations

1.1 **Services.** At no cost to Department, University shall make Providers available to provide vaccination services, including the administration of COVID-19 vaccines to individuals in need of such Services during the duration of the COVID-19 public health emergency.

1.2 **Qualifications.** University shall ensure that Providers providing Services under this Agreement have valid, unrestricted licenses or certifications and the necessary education, training and experience to perform the Services. University shall be responsible for the vetting process of Providers including but not limited to, criminal background checks and EDL checks. University agrees that Providers will complete any training modules that may be required in order for Providers to perform and document Services under this Agreement.

1.3 **Reimbursement.** To the extent allowed by law, University assigns all rights to Department to receive reimbursement for the professional and/or administrative components of Services provided under this Agreement. Department shall be solely responsible for billing patients, government programs, commercial insurers, and any other payors for the Services provided under this Agreement and shall own and be entitled to retain any such reimbursement.

1.4 **Compliance.** University shall perform all duties under the Agreement in strict compliance with federal, state and local laws, rules and regulations, including, without limitation, any applicable Emergency Use Authorizations, the COVID-19 Vaccination Plan for the State of Missouri, all laws relating to Services in the state of Missouri, the prevailing community standard of care in the community, standards of accrediting organizations, and Medicare/Medicaid conditions of participation, and any amendments thereto.

Section 2 - Term and Termination

2.1 Term. The Agreement shall be effective for the duration of the COVID-19 Public Health Emergency unless terminated earlier pursuant to section 2.2

2.2 Termination without Cause. Either party may terminate the Agreement, without cause, by providing not less than thirty (30) days prior written notice stating the termination date.

2.3 Effect of Termination. Upon any termination of the Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises or agreements that expressly extend beyond the termination, including, but not limited to, those set out in the sections that pertain to Insurance and Indemnification and Confidentiality.

Section 3 – Insurance and Responsibility for Wages

3.1 Insurance. Each Party agrees to obtain and maintain in force and effect reasonable policies of liability insurance, self-insurance, or equivalent self-funded coverage to cover itself and its employees, agents, and contractors for liability arising out of activities to be performed under, or in any manner related to, this Agreement.

3.2 Responsibility for Wages. University assumes full liability for applicable wages, salaries, benefits, taxes and all other withholdings related to its Providers for Services provided under the Agreement.

Section 4 - Miscellaneous Provisions

4.1 Facilities and Services Provided by Department. Department shall provide or make available the space designated for the Services, plus any expendable supplies, equipment, and other items reasonably necessary for the proper provision of the Services.

4.2 Notice. Any notice required or desired to be given in respect to the Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below:

**If to University: University of Missouri Health Care
Attn: Executive Director of Payer Strategy &
Health System Contracting, T. Vince Cooper
One Hospital Drive, DC406.00
Columbia, MO 65212**

**If to Department: City of Columbia
Attn: Director Stephanie Browning
Public Health and Human Services Department
1005 West Worley Street
Columbia, MO 65203**

4.3 Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. This Agreement may be amended only with the signed written consent of both parties.

4.4 Assignment. No assignment of the Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

4.5 Independent Contractor. University is performing Services under the Agreement as an independent contractor and not as an employee, agent, partner of, or in a joint venture with Department.

4.6 Regulatory Requirements. The parties expressly agree that nothing contained in the Agreement shall require the parties to refer or admit any patients to, or order any goods or services from each other. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b). University represents and warrants that, in connection with the Services to be performed pursuant to the Agreement, each employee performing Services pursuant to the Agreement shall be compensated in a manner that complies with the Federal Anti-Kickback Statute, an exception to the Stark laws, and an appropriate exception to any state statutes similar to either or both of the foregoing federal statutes, as applicable.

4.7 Exclusion and Debarment. Each party represents and warrants that neither it nor any of its owner, officers, directors, managers, or employees providing services under this Agreement are excluded from participation in any federal health care programs, as defined under 42 U.S.C. 1320a-7b(f), or any form of state Medicaid program. Each party further represents and warrants that neither it nor any of its owners, officers, directors, managers, or employees providing services under this Agreement have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency.

4.8 Confidentiality. University recognizes and acknowledges that, by virtue of entering into the Agreement and providing Services to Department hereunder, University may have access to certain information of Department that is confidential. University agrees that it will not at any time, either during or subsequent to the term of the Agreement, disclose to others, use, copy or permit to be copied, without Department's express prior written consent, except pursuant to University's duties hereunder, any confidential or proprietary information of Department, including, but not limited to, information which concerns patients, costs or treatment methods developed by Department, and which is not otherwise available to the public, unless otherwise required by law. It is the intent of the parties to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated thereunder as they may change from time to time. The provisions of this section shall survive expiration or other termination of the Agreement, regardless of the cause of such termination.

4.9 Governing Law. The Agreement shall be governed by the laws of the state of Missouri without giving effect to the conflict of laws principles.

4.10 Sovereignty. The sovereignty of each individual party to this Agreement shall at all times hereunder be retained. No individual party hereto shall have any right or authority to bind the other party to any further obligation or commitment beyond the scope and purposes of this Agreement. The provisions of this Agreement shall not in any manner limit, affect or restrict the rights and responsibilities of a party hereto except as explicitly stated herein. No party shall be further obligated to enter into any other agreement or obligation not within the scope, nature, objectives and purposes of this Agreement. The Parties agree that nothing in this Agreement is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to such Party or its employees under governmental, Eleventh Amendment, or sovereign immunity laws applicable to a Party or its employees.

To witness their agreement to the foregoing terms and conditions and as duly authorized representatives of the organizations listed below, the parties set forth their signatures below:

THE CURATORS OF THE
UNIVERSITY OF MISSOURI
ON BEHALF OF UNIVERSITY
OF MISSOURI HEALTH CARE

DocuSigned by:
By: J. Vined Cooper
D6C19F7A826A45D...
Executive Director Payer Strategy and
Health System Contracting
Print Name and Title

Date: 3/11/2021 | 3:50 PM CST

CITY OF COLUMBIA ON BEHALF OF
THE COLUMBIA/BOONE COUNTY
PUBLIC HEALTH AND HUMAN
SERVICES DEPARTMENT

By: John Glascock
John Glascock, City Manager

Date: March 11, 2021

Approved as to
Legal Form



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Mar 11, 2021

ATTEST:

Sheela Amin
Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson
Nancy Thompson, City Counselor/rw *rw*