

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} en.

In the County Commission of said county, on the

31st

day of

March

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve, receive and accept the following subdivision plats and authorizes the Presiding Commissioner to sign them:

- B & J Acres. S3-T51N-R13W. A-2. Boyd and Joy Arends, owners. Steven R. Proctor, surveyor.
- Spencer Stone. S6-T46N-R12W. A-2. Scott and Gayla Spencer, owners. Kevin M. Schweikert, surveyor.
- Owl Hollow Plat 3. S13-T47N-R13W. A-2. Betty June Level, owner. Anthony Derboven, surveyor.

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

154-2020

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STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2020

In the County Commission of said county, on the 31st day of March 2020
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to increase appropriations for revenue & expenditures for a higher volume of indigent burials & increased reimbursement from 2019.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1430	3880	Civic Services	Miscellaneous-Revenue		5,200
1430	86615	Civic Services	Indigent Burials-Expense		3,700
					8,900

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Year 2020 Dept 1430 CIVIC SERVICES Finalized Y 3/16/20
 Account 86615 INDIGENT BURIALS 2019 Est 4,000
 2019 Bdgt 2,500 YTD 4,250 % of Bdgt 170 Est % of Bdgt 160

Description	Qty	Unit	Amount	Total
INDIGENT BURIALS	*		3,000	3,000

Class 108,260 Class 2-8 108,260
 F2=Key Scr F3=Exit F5=History
 F6=Dept Supplemental Budget F10=Notes *
 F12=Return F15=Summary

	Bottom	% Chg
Proposed Core	3,000	20
Proposed Supp		
Auditor Rev		
Commission Rev		
Total Budget	3,000	20

Year 2020 Dept 1430 CIVIC SERVICES Finalized Y 3/16/20
 Account 3880 CONTRIBUTIONS 2019 Est 4,000
 2019 Bdgt 1,000 YTD 3,750 % of Bdgt 375 Est % of Bdgt 400

Description	Qty	Unit	Amount	Total
INDIGENT BURIAL REIMBURSEMENTS	*		3,000	3,000

Class 3,000	Class 2-8 108,260	Proposed Core	3,000	Bottom % Chg 200
		Proposed Supp		
		Auditor Rev		
		Commission Rev		
		Total Budget	3,000	200

F2=Key Scr F3=Exit F5=History
 F6=Dept Supplemental Budget F10=Notes *
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155 -2020

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March Session of the January Adjourned

Term. 20²⁰

County of Boone

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In the County Commission of said county, on the

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the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to increase appropriations for revenue & expenditures for a higher volume of indigent burials & increased reimbursement.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1430	3880	Civic Services	Miscellaneous-Revenue		5,000
1430	86615	Civic Services	Indigent Burials-Expense		5,000
					10,000

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon *DKB*
 Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Pary
 Fred J. Pary
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner



2020001071

PAYMENT REQUISITION BOONE COUNTY, MISSOURI

Please send
Copy of payment
to Michele
in Commission

03/11/2020
REQUISITION
DATE

04/10/2020
VENDOR
DUE DATE

TRANS: 2020 001071

PAYMENT TYPE: CHECK

Check Routing Instructions

000764
VENDOR
NO.

PARKER-MILLARD FUNERAL SRVC & CREMATORY
VENDOR NAME

PROF SVCS
BID NUMBER

Notes: ADDITIONAL PAYMENT TOWARD INVOICE

2019

RECEIVED
MAR 11 2020
BOONE COUNTY
AUDITOR

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
1430	86615	2019-089TC	BOONE COUNTY ME:LARRY WILLIAMS CREMATION:LARRY LAMAR WILLIAMS	150.00
1430	86615	19-07-149	BOONE COUNTY ME:A.PATTON CREMATION:ALBERT LEE PATTON	150.00
1430	86615	2018-262TC	BOONE COUNTY ME:B.BLISS CREMATION:BRYAN BLISS	150.00
1430	86615	19-10-213	BOONE COUNTY ME: M.S.KEMPER CREMATION:MARK STEVEN KEMPER	150.00
1430	86615	2019-223TC	BOONE COUNTY ME:C.P.JAGGERS CREMATION:CHARLES P. JAGGERS	150.00
1430	86615	2019-164TC	BOONE COUNTY ME:D.KUCZYNSKI CREMATION:DANIEL G. KUCZYNSKI	150.00
1430	86615	2019-142TC	BOONE COUNTY ME: D.MOSKALSKI CREMATION:DONALD MOSKALSKI	150.00
1430	86615	2019-143TC	BOONE COUNTY ME: D.GODDARD SR CREMATION: DONALD GODDARD, SR	150.00
1430	86615	2019-163TC	BOONE COUNTY ME: E WRIGHT CREMATION: ELLIOT WRIGHT	150.00
1430	86615	2019-120TC	BOONE COUNTY ME: H. GARTSIDE CREMATION: HARRY GARTSIDE	150.00
1430	86615	19-03-054	BOONE COUNTY ME: H.E.BALLENGER CREMATION:HERBERT E BALLENGERJ	150.00
1430	86615	2019-045TC	BOONE COUNTY ME: L. FOWLER CREMATION: LARRY E. FOWLER	150.00
1430	86615	2019-088TC	BOONE COUNTY ME: T.F. FISKE CREMATION: THOMAS FRANCIS FISK	150.00
			GRAND TOTAL :	1950.00

I certify that the goods, services or charges above specified are necessary for the use of the department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Approving Official

Approving Official

Prepared By
CMMICHELE

County Commission Approval

Auditor Approval

Year	2019	Original Appropriation	2,500.00
Dept	1430 CIVIC SERVICES	Revisions	
Acct	86615 INDIGENT BURIALS	Original + Revisions	2,500.00
Fund	100 GENERAL FUND	Expenditures	4,250.00
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	4,250.00
Account Type	E EXPENSE	Remaining Balance	1,750.00-
Normal Balance	D DEBIT	Shadow Balance	1,750.00-

Expenditures by Period

January		July	1,000.00
February	500.00	August	
March		September	750.00
April	500.00	October	250.00
May	500.00	November	
June	250.00	December	500.00

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

c

	1,750.00	+
<i>outstanding</i>	1,950.00	+
<i>2019 invoice</i>	3,700.00	*

Year	<u>2019</u>	Estimated Revenue	<u>1,000.00</u>
Dept	<u>1430 CIVIC SERVICES</u>	Revisions	<u> </u>
Acct	<u>3880 CONTRIBUTIONS</u>	Original + Revisions	<u>1,000.00</u>
Fund	<u>100 GENERAL FUND</u>	Revenues	<u>3,750.00</u>

Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>3,750.00</u>
Account Type	<u>R REVENUE</u>	Remaining Balance	<u>2,750.00-</u>
Normal Balance	<u>C CREDIT</u>		

Revenues by Period

January	<u> </u>	July	<u> </u>
February	<u>500.00</u>	August	<u>250.00</u>
March	<u> </u>	September	<u>1,250.00</u>
April	<u> </u>	October	<u>750.00</u>
May	<u> </u>	November	<u>250.00</u>
June	<u>750.00</u>	December	<u> </u>

Year	2020	Estimated Revenue	3,000.00
Dept	1430 CIVIC SERVICES	Revisions	
Acct	3880 CONTRIBUTIONS	Original + Revisions	3,000.00
Fund	100 GENERAL FUND	Revenues	500.00

Class/Account	A ACCOUNT	Actual To Date	500.00
Account Type	R REVENUE	Remaining Balance	2,500.00
Normal Balance	C CREDIT		

Transaction Code	Effective Date	Description	Orig Document	Process Date	Amount
22	1/01/2020	***** ORIGINAL BUDGET *****	2020 1229		3,000.00-
30	1/02/2020	BURIAL REIMB:KEMPER & JAGGERS	2020 7		500.00

will be accrued to 2019

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

	0	C
<i>to be accrued</i> →	2,750.00	+
<i>outstanding</i> →	500.00	+
<i>2019 reimburse</i> →	1,950.00	+
<i>to be accrued</i>	5,200.00	*

156-2020

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County of Boone } ca.

March Session of the January Adjourned

Term. 20²⁰

In the County Commission of said county, on the 31st day of March 20²⁰
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to increase funds to cover the out-of-county inmate housing for 2019.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2906	72000	LE Sales Tax Inmate Housing	Contractual Services		26,000
					26,000

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Year	2019	Original Appropriation	195,000.00
Dept	2906 CONTRACT INMATE HOUSING-LE TAX	Revisions	
Acct	70000 CONTRACTUAL SERVICES	Original + Revisions	195,000.00
Fund	290 LAW ENFORCEMENT SERVICES FUND	Expenditures	220,763.39
		Encumbrances	
Class/Account	C CLASS	Actual To Date	220,763.39
Account Type	E EXPENSE	Remaining Balance	25,763.39-
Normal Balance	D DEBIT	Shadow Balance	25,763.39-

Expenditures by Period

January		July	692.00
February	8,541.00	August	26,268.68
March	7,807.71	September	30,622.00
April	12,004.00	October	36,020.00
May	17,725.00	November	
June	44,010.00-	December	125,093.00

Boone County

Budget and Actual Expenses for Housing Inmates "Out of Facility"

Prepared by Auditor's Office

Last Update 06/26/2019

General Fund (100) & LE Sales Tax (290) COMBINED

	Year	Budget	Revised Budget	Actual	% Change from PY	Change in Reserve Balance	Reserve Balance
Actual	2003	100,000	272,732	272,732		-	\$ -
Actual	2004	300,000	300,000	205,826	-25%	-	\$ -
Actual	2005	300,000	300,000	161,752	-21%	-	\$ -
Actual	2006	300,000	300,000	137,449	-15%	-	\$ -
Actual	2007	300,000	300,000	15,359	-89%	-	\$ -
Actual	2008	300,000	300,000	208,779	1259%	629,000	\$ 629,000
Actual	2009	300,000	300,000	145,672	-30%	-	\$ 629,000
Actual	2010	300,000	300,000	167,842	15%	132,000	\$ 761,000
Actual	2011	300,000	300,000	277,695	65%	22,300	\$ 783,300
Actual	2012	300,000	300,000	40,570	-85%	180,000	\$ 963,300
Actual	2013	300,000	300,000	159,933	294%	140,000	\$ 1,103,300
Actual	2014	300,000	300,000	199,370	25%	100,600	\$ 1,203,900
Actual	2015	300,000	300,000	208,096	4%	91,900	\$ 1,295,800
Actual	2016	300,000	383,906	502,164	141%	(110,000)	\$ 1,185,800
Actual	2017	300,000	347,000	333,430	-34%	(24,600)	\$ 1,161,200
Actual	2018	300,000	300,000	167,540	-50%	132,000	\$ 1,293,200
Actual	2019	300,000	300,000	335,061	100%	(35,061)	\$ 1,258,139

157-2020

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March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 31st day of March 2020
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to account for 2019 Insurance claim activity of revenue and expenditures not budgeted for the PW-Insurance Claim Activity fund.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2048	3945	PW-Ins. Claim Activity	Insurance Recoveries/Proceeds		22,690
2048	59100	PW-Ins. Claim Activity	Vehicle Repairs/Maintenance		12,041
2048	60200	PW-Ins. Claim Activity	Equip Repairs/Maintenance		278
					35,009

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *BKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

03/19/20 09:12:35

PAGE 1

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2019	2048	PW-INSURANCE CLAIM A	3900	3945	INSURANCE RECOVERI		.00	22,690.13	22,690.13-
	2048	PW-INSURANCE CLAIM A		3946	INS PROCEEDS-CAP A		.00	.00	.00
					TOTAL		.00	22,690.13	22,690.13-
2019	2048	PW-INSURANCE CLAIM A	50000	59100	VEHICLE REPAIRS/MA		.00	12,040.40	12,040.40-
					TOTAL		.00	12,040.40	12,040.40-
2019	2048	PW-INSURANCE CLAIM A	60000	60200	EQUIP REPAIRS/MAIN		.00	278.00	278.00-
					TOTAL		.00	278.00	278.00-
2019	2048	PW-INSURANCE CLAIM A	70000	71016	AUTO CLAIMS DEDUCT	5,000.00	5,000.00	4,163.40	836.60
	2048	PW-INSURANCE CLAIM A		71018	OTHER CLAIMS DEDUC	10,000.00	10,000.00	5,000.00	5,000.00
	2048	PW-INSURANCE CLAIM A		71021	AUTO LIABILITY DED	5,000.00	5,000.00	2,380.29	2,619.71
					TOTAL	20,000.00	20,000.00	11,543.69	8,456.31
					TOTAL	20,000.00	20,000.00	46,552.22	26,552.22-

* * * E N D O F R E P O R T * * *

Insurance Claim Activity R&B Fund #2048 Fiscal Year 2019
Analysis of Account balances to determine Budget Adjustment Required to Close-out Fiscal Year

Prepared by Angela Wehmeyer, HR/Risk Management

Description	Account #	Original Budget	Actual Y-T-D Revenue & Exp as of 3/9/2018	Additional Rev/Exp to To be Posted	Total Revenue & Exp For the Year	Budget Adjustment Needed	Rounded
Revenues							
Insurance Proceeds	3945	\$ -	\$ 22,690.13	\$ -	\$ 22,690.13	\$ 22,690.13	\$ 22,690.00
	3946		\$ -		\$ -	\$ -	\$ -
Total Revenue		\$ -	\$ 22,690.13	\$ -	\$ 22,690.13	\$ 22,690.13	\$ 22,690.00

(agrees to G/L)

Expenditures- Deductible Used

Auto Claim Deductible	71016	\$ 5,000.00	\$ 4,163.40	\$ (210.00)	\$ 3,953.40	\$ (1,046.60)	\$ (1,047.00)
Other Claims Deductible	71018	\$ 10,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ (5,000.00)	\$ (5,000.00)
Uninsured Claims	71020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto Liability Deductible	71021	\$ 5,000.00	\$ 2,380.29	\$ -	\$ 2,380.29	\$ (2,619.71)	\$ (2,620.00)
Small Incident Workers Comp	71022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uninsured Reimbursements	71023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Deductible		\$ 20,000.00	\$ 11,543.69	\$ (210.00)	\$ 11,333.69	\$ (8,666.31)	\$ (8,667.00)

Expenditures- Additional Claims Expenditures

Vehicle Repairs	59100	\$ -	\$ 12,040.40	\$ -	\$ 12,040.40	\$ 12,040.40	\$ 12,041.00
Building Repairs	60100	\$ -	\$ 278.00	\$ -	\$ 278.00	\$ 278.00	\$ 278.00
Total Claims Expenditures		\$ -	\$ 12,318.40	\$ -	\$ 12,318.40	\$ 12,318.40	\$ 12,319.00

Total ALL Expenditures \$ 20,000.00 \$ 23,862.09 \$ (210.00) \$ 23,652.09 \$ 3,652.09 \$ 3,652.00

(agrees to G/L)

Net Amount Required from Emergency Appropriation:

\$ - \$ -
 \$ -

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 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to account for 2019 Insurance claim activity of revenue and expenditures not budgeted for the Facilities Maintenance Department.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6100	3945	Facilities Maintenance	Insurance Recoveries/Proceeds		14,928
6100	59100	Facilities Maintenance	Vehicle Repairs/Maintenance		14,928
					29,856

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission DKB

Daniel Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2019	6100	FACILITIES MAINTENAN	3500	3528	REIMB PERSONNEL/PR		.00	1,682.36	1,682.36-
	6100	FACILITIES MAINTENAN		3530	INTERNAL SERVICE C	1,061,749.00	1,061,749.00	1,061,749.00	.00
					TOTAL	1,061,749.00	1,061,749.00	1,063,431.36	1,682.36-
2019	6100	FACILITIES MAINTENAN	3700	3711	INT-OVERNIGHT	750.00	750.00	1,987.36	1,237.36-
	6100	FACILITIES MAINTENAN		3712	INT-LONG TERM INVE	9,000.00	9,000.00	14,572.85	5,572.85-
	6100	FACILITIES MAINTENAN		3798	INC/DEC IN FV OF I		.00	7,464.71	7,464.71-
					TOTAL	9,750.00	9,750.00	24,024.92	14,274.92-
2019	6100	FACILITIES MAINTENAN	3800	3826	PRIOR YEAR COST RE		.00	18.29	18.29-
	6100	FACILITIES MAINTENAN		3835	SALE OF CAPITAL FI	3,000.00	3,000.00	7,700.00	4,700.00-
	6100	FACILITIES MAINTENAN		3836	SALE OF NON-CAPITA		.00	566.00	566.00-
	6100	FACILITIES MAINTENAN		3871	CERF EMPLOYER CONT		.00	149.97	149.97-
					TOTAL	3,000.00	3,000.00	8,434.26	5,434.26-
2019	6100	FACILITIES MAINTENAN	3900	3945	INSURANCE RECOVERI		.00	14,927.72	14,927.72-
					TOTAL		.00	14,927.72	14,927.72-
2019	6100	FACILITIES MAINTENAN	10000	10100	SALARIES & WAGES	398,301.00	398,301.00	379,168.00	19,133.00
	6100	FACILITIES MAINTENAN		10110	OVERTIME	6,900.00	6,900.00	6,225.68	674.32
	6100	FACILITIES MAINTENAN		10120	HOLIDAY WORKED	500.00	500.00	672.67	172.67-
	6100	FACILITIES MAINTENAN		10125	FAMILY HOLIDAY WOR	50.00	50.00	.00	50.00
	6100	FACILITIES MAINTENAN		10200	FICA	31,039.00	31,039.00	29,086.08	1,952.92
	6100	FACILITIES MAINTENAN		10300	HEALTH INSURANCE	47,268.00	47,268.00	41,556.00	5,712.00
	6100	FACILITIES MAINTENAN		10310	COUNTY HSA CONTRIB	6,000.00	6,000.00	5,900.00	100.00
	6100	FACILITIES MAINTENAN		10325	DISABILITY INSURAN	1,433.00	1,433.00	1,360.22	72.78
	6100	FACILITIES MAINTENAN		10330	CNTY PD DEPENDENT		.00	1,499.40	1,499.40-
	6100	FACILITIES MAINTENAN		10331	CNTY PD DEPENDENT	404.00	404.00	490.46	86.46-
	6100	FACILITIES MAINTENAN		10350	LIFE INSURANCE	648.00	648.00	612.00	36.00
	6100	FACILITIES MAINTENAN		10375	DENTAL INSURANCE	3,780.00	3,780.00	3,360.00	420.00
	6100	FACILITIES MAINTENAN		10400	WORKERS COMP	9,218.00	9,218.00	13,256.76	4,038.76-
	6100	FACILITIES MAINTENAN		10500	401(A) MATCH PLAN	4,680.00	4,680.00	3,275.00	1,405.00
	6100	FACILITIES MAINTENAN		10510	CERF-EMPLOYER PD C	6,706.00	6,706.00	6,596.54	109.46
	6100	FACILITIES MAINTENAN		10800	UNIFORM ALLOWANCE	600.00	600.00	600.00	.00
					TOTAL	517,527.00	517,527.00	493,658.81	23,868.19
2019	6100	FACILITIES MAINTENAN	20000	23000	OFFICE SUPPLIES	550.00	550.00	477.74	72.26
	6100	FACILITIES MAINTENAN		23014	HDWR INSTALLATION		.00	220.43	220.43-
	6100	FACILITIES MAINTENAN		23035	MAINTENANCE SUPPLI	26,000.00	26,000.00	12,628.83	13,371.17
	6100	FACILITIES MAINTENAN		23050	OTHER SUPPLIES	8,500.00	8,500.00	7,502.04	997.96
	6100	FACILITIES MAINTENAN		23300	UNIFORMS	1,050.00	1,050.00	474.40	575.60
	6100	FACILITIES MAINTENAN		23850	MINOR EQUIP & TOOL	8,700.00	8,700.00	2,836.48	5,863.52
	6100	FACILITIES MAINTENAN		23860	VEHICLE EQUIPMENT	300.00	300.00	.00	300.00
	6100	FACILITIES MAINTENAN		26600	STRT/TRAFFIC/CONST	250.00	250.00	107.07	142.93

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT CLASS	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
TOTAL						45,350.00	45,350.00	24,246.99	21,103.01
2019	6100	FACILITIES MAINTENAN	40000	48000	TELEPHONES	4,680.00	4,680.00	4,423.51	256.49
	6100	FACILITIES MAINTENAN		48050	CELLULAR/MOBILE DE	6,120.00	6,120.00	4,493.49	1,626.51
	6100	FACILITIES MAINTENAN		48100	NATURAL GAS	1,368.00	1,368.00	1,208.20	159.80
	6100	FACILITIES MAINTENAN		48200	ELECTRICITY	360.00	360.00	329.03	30.97
	6100	FACILITIES MAINTENAN		48300	WATER	180.00	180.00	95.11	84.89
TOTAL						12,708.00	12,708.00	10,549.34	2,158.66
2019	6100	FACILITIES MAINTENAN	50000	59000	MOTORFUEL/GASOLINE	7,500.00	7,500.00	3,914.81	3,585.19
	6100	FACILITIES MAINTENAN		59010	FUEL SURCHARGE - R	300.00	300.00	186.21	113.79
	6100	FACILITIES MAINTENAN		59100	VEHICLE REPAIRS/MA	1,500.00	1,500.00	16,577.62	15,077.62
	6100	FACILITIES MAINTENAN		59105	TIRES	820.00	820.00	60.65	759.35
	6100	FACILITIES MAINTENAN		59110	MECHANICS CHARGE -	1,100.00	1,100.00	493.00	607.00
	6100	FACILITIES MAINTENAN		59200	LOCAL MILEAGE	1,500.00	1,500.00	.00	1,500.00
TOTAL						12,720.00	12,720.00	21,232.29	8,512.29-
2019	6100	FACILITIES MAINTENAN	60000	60050	EQUIP SERVICE CONT	11,135.00	11,135.00	9,252.07	1,882.93
	6100	FACILITIES MAINTENAN		60100	BLDG REPAIRS/MAINT	154,250.00	154,250.00	60,317.12	93,932.88
	6100	FACILITIES MAINTENAN		60110	MAJOR BLDG REPAIRS	12,000.00	12,000.00	13,980.00	1,980.00-
	6100	FACILITIES MAINTENAN		60200	EQUIP REPAIRS/MAIN	155,771.00	155,771.00	191,556.73	35,785.73-
TOTAL						333,156.00	333,156.00	275,105.92	58,050.08
2019	6100	FACILITIES MAINTENAN	70000	70050	SOFTWARE SERVICE C	8,506.00	8,506.00	4,520.71	3,985.29
	6100	FACILITIES MAINTENAN		70100	SOFTWARE SUBSCRIPT	2,255.00	2,255.00	2,352.24	97.24-
	6100	FACILITIES MAINTENAN		71001	AUTO PHYSICAL DAMA	3,775.00	3,775.00	3,143.00	632.00
	6100	FACILITIES MAINTENAN		71002	AUTO LIABILITY INS	2,320.00	2,320.00	2,160.00	160.00
	6100	FACILITIES MAINTENAN		71004	PROPERTY INSURANCE	2,305.00	2,305.00	2,130.00	175.00
	6100	FACILITIES MAINTENAN		71006	ERRORS & OMISSIONS	730.00	730.00	910.32	180.32-
	6100	FACILITIES MAINTENAN		71008	GENERAL LIABILITY	7,535.00	7,535.00	9,382.90	1,847.90-
	6100	FACILITIES MAINTENAN		71016	AUTO CLAIMS DEDUCT	2,000.00	2,000.00	1,000.00	1,000.00
	6100	FACILITIES MAINTENAN		71021	AUTO LIABILITY DED		.00	1,000.00	1,000.00-
	6100	FACILITIES MAINTENAN		71022	SMALL INCIDENT WOR	500.00	500.00	.00	500.00
	6100	FACILITIES MAINTENAN		71100	OUTSIDE SERVICES	26,620.00	26,620.00	8,192.00	18,428.00
	6100	FACILITIES MAINTENAN		71101	PROFESSIONAL SERVI	10,000.00	1,560.00	.00	1,560.00
	6100	FACILITIES MAINTENAN		71526	DISPOSAL SERVICES	1,000.00	1,000.00	.00	1,000.00
	6100	FACILITIES MAINTENAN		71600	EQUIP LEASES & MET	264.00	264.00	238.80	25.20
	6100	FACILITIES MAINTENAN		71700	EQUIPMENT RENTALS	3,000.00	3,000.00	.00	3,000.00
TOTAL						70,810.00	62,370.00	35,029.97	27,340.03
2019	6100	FACILITIES MAINTENAN	80000	83200	FEES & COMMISSIONS		.00	42.45	42.45-
	6100	FACILITIES MAINTENAN		83815	FACILITIES INTERNA	38,724.00	38,724.00	38,724.00	.00
	6100	FACILITIES MAINTENAN		86800	EMERGENCY	10,000.00	10,000.00	.00	10,000.00
TOTAL						48,724.00	48,724.00	38,766.45	9,957.55

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PAGE 3

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2019	6100	FACILITIES MAINTENAN	90000	91300	MACHINERY & EQUIPM		1,682.00	1,681.32	.68
	6100	FACILITIES MAINTENAN		92301	REPLC COMPUTER HDW	3,480.00	11,920.00	3,280.00	8,640.00
	6100	FACILITIES MAINTENAN		92302	REPLC COMPUTER SOF	27,000.00	27,000.00	25,717.00	1,283.00
				TOTAL		30,480.00	40,602.00	30,678.32	9,923.68
				TOTAL		2,145,974.00	2,147,656.00	2,040,086.35	107,569.65

* * * E N D O F R E P O R T * * *

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 31st day of March 2020
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to account for 2019 Insurance claim activity of revenue and expenditures not budgeted for the 911/Emergency Management Fund.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2700	3945	911/EM	Insurance Recoveries/Proceeds		954
2700	59100	911/EM	Vehicle Repairs/Maintenance		954
					1,908

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2019	2700	911/EM GENERAL SALES	3100	3110	SALES TAXES	10,788,000.00	10,788,000.00	8,680,281.01	2,107,718.99
					TOTAL	10,788,000.00	10,788,000.00	8,680,281.01	2,107,718.99
2019	2700	911/EM GENERAL SALES	3700	3711	INT-OVERNIGHT	15,000.00	15,000.00	45,122.95	30,122.95-
	2700	911/EM GENERAL SALES		3712	INT-LONG TERM INVE	200,000.00	200,000.00	329,732.97	129,732.97-
	2700	911/EM GENERAL SALES		3718	INT-SALES TAX	2,900.00	2,900.00	20,392.40	17,492.40-
	2700	911/EM GENERAL SALES		3798	INC/DEC IN FV OF I		.00	170,268.38	170,268.38-
					TOTAL	217,900.00	217,900.00	565,516.70	347,616.70-
2019	2700	911/EM GENERAL SALES	3800	3871	CERF EMPLOYER CONT		.00	2,398.39	2,398.39-
					TOTAL		.00	2,398.39	2,398.39-
2019	2700	911/EM GENERAL SALES	3900	3945	INSURANCE RECOVERI		.00	953.95	953.95 *
					TOTAL		.00	953.95	953.95-
2019	2700	911/EM GENERAL SALES	50000	59100	VEHICLE REPAIRS/MA		.00	953.95	953.95 *
					TOTAL		.00	953.95	953.95-
2019	2700	911/EM GENERAL SALES	70000	71001	AUTO PHYSICAL DAMA	2,950.00	2,950.00	3,245.00	295.00-
	2700	911/EM GENERAL SALES		71002	AUTO LIABILITY INS	1,510.00	1,510.00	1,509.00	1.00
	2700	911/EM GENERAL SALES		71004	PROPERTY INSURANCE	40,500.00	40,500.00	36,227.00	4,273.00
	2700	911/EM GENERAL SALES		71006	ERRORS & OMISSIONS	900.00	900.00	1,490.81	590.81-
	2700	911/EM GENERAL SALES		71008	GENERAL LIABILITY	10,100.00	10,100.00	15,366.20	5,266.20-
	2700	911/EM GENERAL SALES		71016	AUTO CLAIMS DEDUCT	2,000.00	2,000.00	1,000.00	1,000.00
	2700	911/EM GENERAL SALES		71018	OTHER CLAIMS DEDUC	6,000.00	6,000.00	4,116.88	1,883.12
	2700	911/EM GENERAL SALES		71022	SMALL INCIDENT WOR	500.00	500.00	.00	500.00
					TOTAL	64,460.00	64,460.00	62,954.89	1,505.11
2019	2700	911/EM GENERAL SALES	80000	83810	INTERFUND SERVICES	471,860.00	471,860.00	471,860.00	.00
	2700	911/EM GENERAL SALES		83920	OTO: TO DEBT SERVI	870,587.00	870,587.00	870,586.76	.24
	2700	911/EM GENERAL SALES		86800	EMERGENCY	100,000.00	100,000.00	.00	100,000.00
	2700	911/EM GENERAL SALES		86850	CONTINGENCY	25,000.00	23,099.00	.00	23,099.00
	2700	911/EM GENERAL SALES		86882	TIF SALES TAX PAYM	6,800.00	6,800.00	5,873.22	926.78
	2700	911/EM GENERAL SALES		86910	PY ENCUMBRANCES NO		.00	51,586.04	51,586.04
					TOTAL	1,474,247.00	1,472,346.00	1,296,733.94	175,612.06
					TOTAL	12,544,607.00	12,542,706.00	10,609,792.83	1,932,913.17

* * * E N D O F R E P O R T * * *

Insurance Claim Activity 911/OEM Fund #2700 Fiscal Year 2019
Analysis of Account balances to determine Budget Adjustment Required to Close-out Fiscal Year

Prepared by Angela Wehmeyer, HR/Risk Management

Description	Account #	Original Budget	Actual Revenue & Exp as of 3/9/2019	Additional Rev/Exp to To be Posted	Total Revenue & Exp For the Year	Budget Adjustment Needed	Rounded
Revenues							
Insurance Proceeds	3945	\$ -	\$ 953.95	\$ -	\$ 953.95	\$ 953.95	\$ 954.00
	3946		\$ -		\$ -	\$ -	\$ -
Total Revenue		\$ -	\$ 953.95	\$ -	\$ 953.95	\$ 953.95	\$ 954.00

(agrees to G/L)

Expenditures- Deductible Used

Auto Claim Deductible	71016	\$ 2,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ (1,000.00)	\$ (1,000.00)
Other Claims Deductible	71018	\$ 6,000.00	\$ 4,116.88	\$ -	\$ 4,116.88	\$ (1,883.12)	\$ (1,884.00)
Uninsured Claims	71020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto Liability Deductible	71021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Small Incident Workers Comp	71022	\$ 500.00	\$ -	\$ -	\$ -	\$ (500.00)	\$ (500.00)
Uninsured Reimbursements	71023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Deductible		\$ 8,500.00	\$ 5,116.88	\$ -	\$ 5,116.88	\$ (3,383.12)	\$ (3,384.00)

Expenditures- Additional Claims Expenditures

Vehicle Repairs	59100	\$ -	\$ 953.95	\$ -	\$ 953.95	\$ 953.95	\$ 954.00
Building Repairs	60100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Claims Expenditures		\$ -	\$ 953.95	\$ -	\$ 953.95	\$ 953.95	\$ 954.00

Total ALL Expenditures \$ 8,500.00 \$ 6,070.83 \$ - \$ 6,070.83 \$ (2,429.17) \$ (2,430.00)

(agrees to G/L)

Net Amount Required from Emergency Appropriation:

\$ -	\$ -
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\$ -

160-2020

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STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2020

In the County Commission of said county, on the 31st day of March 2020
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Auditor's Office to account for 2019 Insurance claim activity of revenue and expenditures not budgeted for the Insurance Claim Activity Fund.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1195	3945	Insurance Claim Activity	Insurance Recoveries/Proceeds		21,881
1195	3496	Insurance Claim Activity	Ins. Proceeds-Cap Asset Retired		7,800
1195	59100	Insurance Claim Activity	Vehicle Repairs/Maintenance		27,955
					57,636

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2019	1195	INSURANCE CLAIM ACTI	3800	3882	RESTITUTION REIMB/		.00	152.63	152.63-
					TOTAL		.00	152.63	152.63-
2019	1195	INSURANCE CLAIM ACTI	3900	3945	INSURANCE RECOVERI		.00	21,881.11	21,881.11-
	1195	INSURANCE CLAIM ACTI		3946	INS PROCEEDS-CAP A		.00	7,800.00	7,800.00-
					TOTAL		.00	29,681.11	29,681.11-
2019	1195	INSURANCE CLAIM ACTI	50000	59100	VEHICLE REPAIRS/MA		.00	27,954.86	27,954.86-
					TOTAL		.00	27,954.86	27,954.86-
2019	1195	INSURANCE CLAIM ACTI	70000	71016	AUTO CLAIMS DEDUCT	15,000.00	15,000.00	14,081.80	918.20
	1195	INSURANCE CLAIM ACTI		71018	OTHER CLAIMS DEDUC	30,000.00	30,000.00	3,463.96	26,536.04
	1195	INSURANCE CLAIM ACTI		71020	UNINSURED CLAIMS	500.00	500.00	.00	500.00
	1195	INSURANCE CLAIM ACTI		71021	AUTO LIABILITY DED	5,000.00	5,000.00	1,892.08	3,107.92
	1195	INSURANCE CLAIM ACTI		71022	SMALL INCIDENT WOR	500.00	500.00	.00	500.00
	1195	INSURANCE CLAIM ACTI		71023	UNINSURED REIMBURS	500.00	500.00	.00	500.00
					TOTAL	51,500.00	51,500.00	19,437.84	32,062.16
					TOTAL	51,500.00	51,500.00	77,226.44	25,726.44-

* * * E N D O F R E P O R T * * *

Insurance Claim Activity

General Fund #1195

Fiscal Year 2019

Analysis of Account balances to determine Budget Adjustment Required to Close-out Fiscal Year

Prepared by Angela Wehmeyer, HR/Risk Management

Description	Account #	Original Budget	Actual Y-T-D Revenue & Exp as of 3/9/2019	Additional Rev/Exp to To be Posted	Total Revenue & Exp For the Year	Budget Adjustment Needed	Rounded
Revenues							
Insurance Proceeds	3945	\$ -	\$ 21,881.11	\$ -	\$ 21,881.11	\$ 21,881.11	\$ 21,882.00
	3946		\$ 7,800.00		\$ 7,800.00	\$ 7,800.00	\$ 7,800.00
Total Revenue		\$ -	\$ 29,681.11	\$ -	\$ 29,681.11	\$ 29,681.11	\$ 29,682.00
(agrees to G/L)							
Expenditures- Deductible Used							
Auto Claim Deductible	71016	\$ 15,000.00	\$ 14,081.80	\$ -	\$ 14,081.80	\$ (918.20)	\$ (919.00)
Other Claims Deductible	71018	\$ 30,000.00	\$ 3,463.96	\$ -	\$ 3,463.96	\$ (26,536.04)	\$ (26,537.00)
Uninsured Claims	71020	\$ 500.00	\$ -	\$ -	\$ -	\$ (500.00)	\$ (500.00)
Auto Liability Deductible	71021	\$ 5,000.00	\$ 1,892.08	\$ -	\$ 1,892.08	\$ (3,107.92)	\$ (3,108.00)
Small Incident Workers Comp	71022	\$ 500.00	\$ -	\$ -	\$ -	\$ (500.00)	\$ (500.00)
Uninsured Reimbursements	71023	\$ 500.00	\$ -	\$ -	\$ -	\$ (500.00)	\$ (500.00)
Total Deductible		\$ 51,500.00	\$ 19,437.84	\$ -	\$ 19,437.84	\$ (32,062.16)	\$ (32,064.00)
Expenditures- Additional Claims Expenditures							
Vehicle Repairs	59100	\$ -	\$ 27,954.86	\$ -	\$ 27,954.86	\$ 27,954.86	\$ 27,955.00
Building Repairs	60100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Claims Expenditures		\$ -	\$ 27,954.86	\$ -	\$ 27,954.86	\$ 27,954.86	\$ 27,955.00
Total ALL Expenditures		\$ 51,500.00	\$ 47,392.70	\$ -	\$ 47,392.70	\$ (4,107.30)	\$ (4,109.00)
(agrees to G/L)							
Net Amount Required from Emergency Appropriation:						\$ -	\$ -
						\$	\$

**Vehicle Expense/Revenue Worksheet
2019VEHCM06**

Internal Claim #:	2019VEHCM06	Employee Involved:	Diantrey Smith
MOPERM Claim #:	AP19-0043731-1	Department:	6100
Incident Claim #:		VIN:	1GCVKNEC8GZ233503
Liability Claim:		Asset Tag #:	20056
		Vehicle:	2016 Chevy Silverado
Loss Date:	3/5/2019	Description:	Employee rear ended vehicle which rear ended another vehicle
Loss Time:	1:00 PM		
Deductible:	\$1,000		
Comments:	Associated claims - 2 Auto Liability Claims. Supplement in invoice of 1,181.06 being sent to Boone County for reimbursement by MOPERM.		

Accounts Payable

Invoice Date	Vendor Name	Vendor #	Department	Account	Amount paid	Cumulative Paid	AP Date	Acct 71016	AP #	Notes
7/17/2019	Bopp Collision	15515	6100	71016	\$ 1,000.00	\$ 1,000.00	7/31/2019	YES	2019-3809	
7/17/2019	Bopp Collision	15515	6100	59100	\$ 14,927.72	\$ 15,927.72	7/31/2019	NO	2019-3809	
						\$ 15,927.72		NO		
						\$ 15,927.72		NO		
						\$ 15,927.72		NO		

Accounts Receivable

Receipt Date	Received From	Check #	Dept	Account	Amount received	Cumulative Rc'd		Receipt #	Notes
4/8/2019	MOPERM	25697	6100	3945	\$ 13,746.66	\$ 13,746.66		2019-1281	
7/23/2019	MOPERM	26564	6100	3945	\$ 1,181.06	\$ 14,927.72		2019-2647	
						\$ 14,927.72			
						\$ 14,927.72			
						\$ 14,927.72			
						\$ 14,927.72			
					Difference	\$ 1,000.00			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20²⁰

In the County Commission of said county, on the 31st day of March 20²⁰

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the addition of Boone County Personnel Policy 5.1(b) Temporary Expanded Family and Medical Leave (COVID-19), attached hereto, to the Boone County Personnel Manual.

This temporary policy will be effective beginning on April 1, 2020 and will remain in place through December 31, 2020 or until the Commission rescinds this Order, whichever comes first.

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

5.1 (b) Temporary Expanded Family and Medical Leave (COVID-19)

In response to the COVID-19 pandemic, during the period beginning April 1, 2020, and ending December 31, 2020, the Family and Medical Leave Act has been temporarily expanded, via the Families First Coronavirus Response Act (FFCRA), to include the following:

- An **eligible employee** may seek FMLA leave due to a “**qualifying need**” related to a **public health emergency**. (FMLA leave for this expanded, pandemic related, reason will hereafter be referred to as eFMLA)
 - Eligible employee: Employees, other than employees who are **emergency responders** or health care providers, are eligible for eFMLA after they have been employed with the County for 30 calendar days.
 - Emergency Responders: Employees of the Boone County Sheriff’s Department, Boone County Road & Bridge, the Engineering and Construction Inspection staff of Resource Management, the Office of Emergency Management, and Boone County Joint Communications are included in the definition of emergency responders and are ineligible for eFMLA. This definition is intended to comply with the FFCRA and guidance being issued by the Department of Labor. In the event of a conflict between the language of this definition and FFCRA, the requirements of the FFCRA controls.
 - Qualifying need: When an employee is unable to work (or telework) due to a need for leave to care for a **son or daughter** of such employee if the school or place of care has been closed, or the **child care provider** of such son or daughter is unavailable, due to a public health emergency.
 - Son or Daughter: Under the FFCRA, a son or daughter is an employee’s own child under the age of 18, which includes biological, adopted, foster child, stepchild, a legal ward, or a child for whom an employee is standing in loco parentis—someone with day-to-day responsibilities to care for or financially support a child. A son or daughter can also be defined as an adult child over the age of 18 who has a mental or physical disability and is incapable of self-care because of that disability.
 - Public Health Emergency: means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.
 - Child Care Provider: A provider who receives compensation for providing childcare services on a regular basis, including an “eligible childcare provider” as defined by section 658P of the Child Care and Development Block Grant Act of 1990 (42U.S.C. 9858n).
- eFMLA is unpaid leave for the initial 10 working days (2 weeks).
 - Employees may elect to use accrued vacation or sick leave during the initial 10 working days (2 weeks).
 - For each of the remaining 10 weeks of qualifying eFMLA, eligible employees will be paid 2/3 of their weekly rate of pay, not to exceed \$200 per workday.
 - For employees who normally work 20 or 30 hours per week, they will be paid 2/3 their hourly rate of pay for the number of hours they would normally be scheduled to work in a week (2/3 x (hourly rate) x 20 or 2/3 x (hourly rate) x 30).

- If 2/3 of an eligible employee's regular rate of pay is below \$9.45 per hour, the employee will be paid \$9.45 per hour for the number of hours they would normally be scheduled to work in a week.
 - Employees are not required to exhaust their accrued sick and vacation leave balances prior to receiving paid eFMLA leave.
- Notice to the County: In any case where the necessity for eFMLA leave is foreseeable, an employee shall provide the County with such notice of leave as is practicable.
- Employees shall request eFMLA through the eFMLA Employee Request form, which can be obtained by request from an Administrative Authority, by contacting Human Resources (email AWehmeyer@boonecountymo.org), or in the Human Resources and Risk Management folder on the All drive (A:)
 - The completed eFMLA Request form should be returned to the Human Resources Department by mail (613 E. Ash Street), dropped in the mail box at 613 E. Ash, by inter-office mail, or a clear copy of the completed form can be scanned or photographed and emailed to AWehmeyer@boonecountymo.org or HR@boonecountymo.org.
 - Human Resources will issue a Designation Letter, notifying the employee whether the leave request has been approved, and any other relevant FMLA forms to any employee who submits an eFMLA request.
- This policy is intended to comply with the requirements of the Families First Coronavirus Response Act of 2020 (FFCRA). This policy should be interpreted in accordance with the FFCRA. In the event of a conflict between the language of this policy and the FFCRA, the requirements of the FFCRA control.

162-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20²⁰

County of Boone

In the County Commission of said county, on the

31st

day of March

20²⁰

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Radio Tower Agreement for Gentry Middle School between Boone County and Columbia Public Schools.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Radio Tower Agreement.

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

RADIO TOWER AGREEMENT

GENTRY MIDDLE SCHOOL

This Agreement is entered into by and between the **Columbia Public Schools**, a political subdivision of the State of Missouri, herein "CPS," and **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, CPS owns property in Boone County, Missouri which includes Gentry Middle School, the Career Center, and Rock Bridge High School, Boone County Parcel #16-904-00-01-017.01; and

WHEREAS, Boone County desires to make certain improvements to its communications infrastructure for public safety purposes, including the erection of a communications tower on CPS property behind Gentry Middle School; and

WHEREAS, CPS desires to make a portion of the property available to Boone County for purposes of facilitating the construction and operation of the communications tower; and

WHEREAS, Boone County desires to construct and operate the communications tower as part of its emergency communications network; and

WHEREAS, the parties desire to memorialize certain agreements relating to the construction and operation of the contemplated communications tower so that they can move forward with construction efforts;

NOW, THEREFORE, in consideration of mutual covenants, promises and representations in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. PRELIMINARY SITE LOCATIONS.** In order to increase the public safety radio coverage, County desires to install a radio communications tower and compound at one of the potential sites identified in **Exhibit A**, which is on property owned by CPS, with the specific site to be mutually agreed to by the parties.
- 2. SITE SUITABILITY INVESTIGATION.** CPS grants County and its contractors, (specifically Engineering Surveys & Services) access to the site upon reasonable notice to CPS's designee for purposes of conducting concept layout drawings, surveys, and draft easement documents. If the parties can agree on a potential site, CPS will permit County and its contractors access to site to perform a geotechnical investigation to determine site suitability. County will share the results of its geotechnical investigation with CPS upon request. All investigations will be done at County's sole cost and the premises will be restored to as good or better condition than when County's agents began its geotechnical investigation activities.
- 3. CONTINGENT UPON COUNTY'S SITE INVESTIGATION.** County will notify CPS if it is satisfied with the results of County's site investigation and if it believes there is a suitable location for the construction of the communications tower. If County is satisfied that there is a suitable site location, the parties will proceed with the purchase

of the temporary and permanent easements contemplated herein and the construction of the communications tower. If the County determines that the sites are not suitable for the contemplated communications tower construction, the County will communicate that to CPS and this agreement shall terminate.

4. **EASEMENTS.** CPS will grant Boone County a temporary construction easement, in substantially the form set out in **Exhibit B** (with precise legal description to be provided after completion of the site suitability investigation and mutual agreement on the tower site location) for and while Boone County constructs the communications tower. CPS will also grant Boone County a permanent easement in substantially the form set out in **Exhibit C** (with precise legal description to be provided after completion of the site suitability investigation and mutual agreement on the tower site location) to facilitate the operation and maintenance of the communications tower. The permanent easement will grant Boone County the use of the Tract, as well as reasonable rights of access for maintenance and operation purposes. Such permanent easement will also restrict the erection of any additional permanent, occupied structures within the area around the tower within a radius that equals the height of the tower as constructed.
5. **EASEMENT PURCHASE FEE.** Boone County will make a one-time payment to CPS for both the temporary construction easement and the permanent easement in the amount of Three Hundred Thousand Dollars (\$300,000.00).
6. **PURCHASE AND CONSTRUCTION ADMINISTRATION.** Boone County will prepare the specifications for bidding and procure the tower in accordance with Missouri law. Boone County will supervise the construction and obtain necessary permits for the erection and operation of the communications tower. Upon completion of the communications tower, Boone County shall submit to CPS a copy of the as-built plans for the communications tower for its record-keeping purposes. CPS will cooperate with Boone County to prepare such documentation as is necessary to obtain permits and approvals. The communications tower shall contain at least the following components:
 - a. A three-legged radio tower of at least 240 feet in height;
 - b. A gravel-covered ground compound consisting of a security fenced area, generator, and key-locked gate access;
 - c. An equipment shelter (approximate dimensions of 12'W x 20'L x 9'H) to contain radio communications and related technical equipment associated with the operation of the communications network;
 - d. Utility services and related hardware including electrical power, telephone service, and fiber optic cable conduits.
7. **METHODS OF CONSTRUCTION AND USE.** The following shall apply to the construction and use of the communications tower:
 - a. Boone County shall require that all individuals on site and assisting with the construction of the communications tower have passed all applicable

criminal background checks required by CPS before entering CPS property.

- b. Any fencing, the access road, and any portion of the permanent easement located within the fenced area shall be maintained by Boone County.
- c. All areas, including curbs, paved areas, culverts and any other areas whether finished, graded or not graded, disturbed by Boone County during construction of the communication tower, or by any future access of the permanent easement by Boone County, shall be restored to their original condition or better by Boone County at Boone County's expense.
- d. Boone County agrees that upon completion of the communications tower, the portion of the permanent easement on which the tower and shelter do not sit will not be used for any storage of any type of equipment or materials. CPS agrees that it will not permit any additional permanent, occupied structures within the permanent easement area.

8. OWNERSHIP AND RISK OF LOSS OF TOWER AND BOONE COUNTY INSTALLED EQUIPMENT. After the construction of the tower is complete, it will be owned by Boone County and Boone County will insure the same against risk of loss. Boone County will bear all risk of loss of the tower and Boone County-installed equipment.

9. OPERATION AND MAINTENANCE OF TOWER FACILITY / REVENUE SPLITTING FOR ANY CO-LOCATION OF COMMERCIAL PROVIDERS. Boone County will solely operate the facility and bear the expenses of utilities of the tower operations. Boone County will inspect and maintain the tower and shelter, the area inside the security fenced compound, and the fencing and gates. If Boone County enters into any agreements allowing for use of the tower and shed by any commercial entity (such as a cellular phone provider), then Boone County and CPS shall each be entitled to fifty percent (50%) of all net revenue received from such agreements relating to a commercial entity's co-location use of the tower.

10. SURVIVAL OF CLOSING. If any provision of this agreement which by its nature or effect is required to be observed, kept, or performed after the formal delivery of the easements contemplated herein (the Closing), it will survive the Closing and remain binding upon the parties hereto until fully observed, kept, or performed.

11. TERMINATION. Should Boone County no longer desire to own the tower facility at some future time, Boone County will notify CPS and give at least three hundred and sixty (360) days' notice of its intent to relinquish ownership of the tower and shed. If Boone County chooses to relinquish ownership of the tower, Boone County will either arrange and pay for the removal of the tower structure and the shed, or, at CPS's option, will transfer the tower and shed ownership to CPS at no cost to CPS. CPS will notify Boone County of its desire to exercise this transfer of ownership option within sixty (60) days of receiving Boone County's written notice of its intent to relinquish ownership of the tower and shed.

12. NONAPPROPRIATION. Notwithstanding any provision of this Agreement to the contrary, any obligation of Boone County that requires an expenditure of funds is expressly conditioned upon their being a sufficient, unencumbered balance of funds appropriated for that purpose

13. MISCELLANEOUS PROVISIONS.

- a. **Authority of Signatories.** The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.
- b. **Severability and Waiver.** Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other Party shall not constitute a waiver of such performance unless the Party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any Party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.
- c. **Governing Law.** The laws of the State of Missouri (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.
- d. **Headings.** All section headings in this Agreement are for the convenience of the reader only and are not intended, nor shall they be deemed, to define or limit the scope of any provision of this Agreement.
- e. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier; (c) if sent by reputable overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this section):

TO CPS: Columbia Public Schools
Attn: CFO
1818 West Worley Street
Columbia, Missouri 65203.

TO BOONE COUNTY:

Chad Martin
Joint Communications Director
Boone County
2145 County Drive
Columbia, Missouri 65201

WITH A COPY TO:

CJ Dykhouse
Boone County Counselor
801 E. Walnut, Rm. 211
Columbia, Missouri 65201

- f. **Exhibits.** The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.
- g. **Entire Contract and Modification.** This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, expressed or implied, oral or written, except as herein contained. This Agreement may be modified only by an agreement in writing signed by the Parties.
- h. **No Assignment.** Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- i. **Venue.** Venue of any lawsuit filed regarding or arising out of this Agreement will be in the Circuit Court of Boone County, Missouri.
- j. **Mediation.** In the event any dispute of any kind should arise between the parties hereto concerning this Agreement or the breach thereof, then and in that event, the parties intend to mediate the dispute, if practical, through a mutually agreed upon mediator prior to the filing of any legal action, but shall not be bound to do so.
- k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully

executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

- I. **Fax Signatures.** For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.

14. **GOOD FAITH.** The parties hereto mutually pledge and agree to exercise reasonable diligence in good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practical in fulfilling the general terms, conditions and objections reflected herein.

IN WITNESS WHEREOF, the parties' have executed this Agreement effective as of the date of the last party to execute the same.

Executed by Columbia Public Schools this 9th day of March, 2020.

Executed by Boone County, Missouri this 31st day of March, 2020.

COLUMBIA PUBLIC SCHOOLS

By: _____


President, Board of Education
Helen Wade

Attest: _____


Secretary, Board of Education

BOONE COUNTY
By and through its County Commission:

By:

Daniel Atwill

Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon

Brianna L. Lennon, County Clerk

BKB

Approved as to Legal Form:

CJ Dykhouse by ds

CJ Dykhouse, Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

June Pitchford by F

June E. Pitchford

3/23/20

Date

\$500,000

Appropriation Amount

ATTACHMENTS

- **Exhibit A – Approximate location of tower and tower compound on aerial photo**
- **Exhibit B – Temporary Construction Easement**
- **Exhibit C – Permanent Easement**

Exhibit A - Potential Site Locations behind Gentry Middle School



Exhibit B

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this ____ day of _____, 2020, by and between **Columbia Public Schools**, a political subdivision and public school district of the State of Missouri, herein Grantor, and **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Rm. 211, Columbia, Missouri 65201).

WITNESSETH:

That the said Grantor, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **Gentry Communications Tower** in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area herein described, which is situated in the County of Boone, State of Missouri, and described as follows:

See Attached Exhibit

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded and restored to its previous or better condition subject to the grad and slope changes made as a part of the Project.

The said Grantor covenants that it has the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its Board President this ____ day of _____, 2020.

COLUMBIA PUBLIC SCHOOLS

By:

Helen Wade, Board President

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2020 before me personally appeared Helen Wade, Board President of Columbia Public Schools, known to me to be the person who executed the within Easement on behalf of Columbia Public Schools and acknowledged to me that she executed the same as a free act and deed for the purposes therein stated and that she had been granted authority by Columbia Public Schools to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

Notary Public

My Term Expires: _____

Exhibit C

EASEMENT FOR COMMUNICATION TOWER PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, **Columbia Public Schools**, a political subdivision and public school district of the State of Missouri, herein Grantor, on this _____ day of _____, 2020, for the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, and Sell unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: 801 East Walnut Street, Columbia, Missouri 65201), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, an easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, and remove utility lines and a communication tower and shed facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

See Attached Exhibit

The "Benefited Parties" referred to above herein shall be deemed to mean public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall, with the permission of the County of Boone, have the right to use the easement area for the aforesaid purposes.

The parties agree that this easement may not be terminated or amended without the prior written consent of BOONE COUNTY, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment. However, upon any transfer of ownership of the communications tower located on the above-described real estate by BOONE COUNTY, MISSOURI, this easement shall terminate at the Grantor's option and without the need for consent from BOONE COUNTY, MISSOURI or any other Benefited Party.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation, and maintenance of utility lines and facilities in the easement area.

BOONE COUNTY, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its Board President this ____ day of _____, 2020.

COLUMBIA PUBLIC SCHOOLS

By:

Helen Wade, Board President

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2020 before me personally appeared Helen Wade, Board President of Columbia Public Schools, known to me to be the person who executed the within Easement on behalf of Columbia Public Schools and acknowledged to me that she executed the same as a free act and deed for the purposes therein stated and that she had been granted authority by Columbia Public Schools to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri, the day and year first above written.

Notary Public

My Term Expires: _____

163-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20²⁰

County of Boone

In the County Commission of said county, on the

31st

day of

March

20²⁰

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract NCPA11-118 – Office Supplies.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: March 4, 2020
RE: Amendment Number One -- NCPA11-18 - Office Supplies

Contract *NCPA11-18 - Office Supplies* was approved by commission for award to Office Essentials, Inc. on October 19, 2017, commission order # 464-2017.

This amendment adds the Federal Emergency Management Agency (FEMA) requirements to our contract for federal assistance procurements. This will allow Boone County to receive reimbursement by FEMA for procurements related to COVID-19 Emergency Declaration.

This is a county-wide Term and Supply contract.

cc: Contract File

163-2020

Commission Order #: _____

Date: 4/2/2020

**CONTRACT AMENDMENT NUMBER ONE
FOR
OFFICE SUPPLIES TERM AND SUPPLY**

The Agreement **NCPA11-18** dated the 19th day of October 2017 made by and between Boone County, Missouri and **Office Essentials Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. In order for the County to receive reimbursement by the Federal Emergency Management Agency (FEMA) for federal assistance procurements, the attached procurement requirements are being added to the contract. (i.e. COVID-19 Emergency Declaration).
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

OFFICE ESSENTIALS INC.

BOONE COUNTY, MISSOURI

By: DocuSigned by:
James H. Porter
4225FFF8B79C455...

By: Boone County Commission

Title: President

DocuSigned by:
Daniel K. Atwill
BA4B934CED0E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
7D71DEAEB9D74DD...
County Counselor

DocuSigned by:
Brianna L Lennon by MT
7D82DA986BF6495...
County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Gene E. Pitzelback by HA
Term + Supply - No encumbrance
required
EB91DB24AAC49D...
Signature

3/18/2020

County-Wide – Term & Supply

Date

Appropriation Account

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20²⁰

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

March

20²⁰

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to Contract 05-25JAN17 – Janitorial Products.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: March 4, 2020
RE: Amendment Number Two – 05-25JAN17 - Janitorial Products

Contract *05-25JAN17 - Janitorial Products* was approved by commission for award to Smith Paper and Janitorial Supply Co. on April 11, 2017, commission order # 188-2017.

This amendment adds the Federal Emergency Management Agency (FEMA) requirements to our contract for federal assistance procurements. This will allow Boone County to receive reimbursement by FEMA for procurements related to COVID-19 Emergency Declaration.

This is a Term and Supply contract primarily utilized by our Facilities Maintenance Department.

cc: Contract File

164-2020

Commission Order #: _____
Date: 4/2/2020 _____

**CONTRACT AMENDMENT NUMBER TWO
FOR
JANITORIAL PRODUCTS TERM AND SUPPLY**

The Agreement **05-25JAN17** dated the 11th day of April 2017 made by and between Boone County, Missouri and **Smith Paper and Janitor Supply Co.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. In order for the County to receive reimbursement by the Federal Emergency Management Agency (FEMA) for federal assistance procurements, the attached procurement requirements are being added to the contract. (i.e. COVID-19 Emergency Declaration).
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

SMITH PAPER AND JANITOR SUPPLY CO.

BOONE COUNTY, MISSOURI

DocuSigned by:
Mike Duncan
By: _____
0453D54EBE404CD...

By: Boone County Commission

Title: Account Representative _____

DocuSigned by:
Daniel K. Atwill
_____ Presiding Commissioner
BA4B934CED6E4EB...

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. D. House
_____ County Counselor
7D74DEAEB9D74DB...

DocuSigned by:
Brianna Lennon by MT
_____ County Clerk
7D82DA986BF6496...

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Jane E Pitchford by J
No Encumbrance Required
_____ Signature
8C24BD84EE7A483...

3/18/2020

Date

6101,2040 / 23031,23050 – Term & Supply

Appropriation Account

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant

is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

March

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Boone Hospital Transition Agreement, as well as the First Amendment to the Boone Hospital Transition Agreement between the Boone Hospital Board of Trustees, CH Allied Services, Inc., Christian Health Services Development Corporation, and BJC Health System.

Terms of the agreement and amendment are stipulated in the attached Agreement and Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Transition Agreement and First Amendment.

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

TRANSITION AGREEMENT

related to

Boone Hospital Center, 1600 E. Broadway, Columbia, Missouri

by and among

THE BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

and

CH ALLIED SERVICES, INC.

and

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

and

BJC HEALTH SYSTEM

acknowledged and approved by

BOONE COUNTY COMMISSION

dated February 24, 2020

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS..... 2
Section 1.1	Definitions..... 2
Section 1.2	Other Definitional Provisions..... 2
ARTICLE II	EFFECTIVE DATE AGREEMENTS 2
Section 2.1	Transition Operating Agreement..... 2
Section 2.2	Transition Planning and Management 2
Section 2.3	Trustees Deliverables 4
Section 2.4	Lessee Deliverables 4
Section 2.5	Conditions Precedent to Obligations of the Trustees..... 5
Section 2.6	Conditions Precedent to Obligations of Lessee 5
Section 2.7	Schedules..... 6
ARTICLE III	AGREEMENTS RELATING TO HOSPITAL TRANSITION 6
Section 3.1	Financial Matters 6
Section 3.2	Other Transition-Related Agreements 11
ARTICLE IV	REPRESENTATIONS AND WARRANTIES..... 17
ARTICLE V	MUTUAL GENERAL RELEASE 18
Section 5.1	Mutual General Release 18
ARTICLE VI	OTHER COVENANTS..... 20
Section 6.1	Regulatory Undertakings and Other Approvals..... 20
Section 6.2	Conditions to Completion of this Transition 21
ARTICLE VII	DISPUTE RESOLUTION..... 21
Section 7.1	Dispute Resolution Procedures 21
Section 7.2	Binding Arbitration 21
Section 7.3	Equitable Relief..... 21
ARTICLE VIII	GENERAL PROVISIONS 22
Section 8.1	Notices..... 22
Section 8.2	Expenses..... 23
Section 8.3	Confidentiality 23
Section 8.4	Entire Agreement..... 24
Section 8.5	Waiver 24

TABLE OF CONTENTS
(continued)

		Page
Section 8.6	Amendment; Enforcement	24
Section 8.7	Counterparts; Electronic Signatures; Reproductions	24
Section 8.8	No Third Party Beneficiary	25
Section 8.9	Public Announcements	25
Section 8.10	Governing Law	25
Section 8.11	Binding Effect	25
Section 8.12	No Assignment	25
Section 8.13	Severability; Invalid Provisions	25
Section 8.14	No Inferences	26
Section 8.15	Further Assurance Clause	26
Section 8.16	Schedules and Other Instruments	26

SCHEDULES

SCHEDULE 1	DEFINITIONS
SCHEDULE 2.1	TRANSITION OPERATING AGREEMENT
SCHEDULE 3.1.2(a)	WORKING CAPITAL
SCHEDULE 3.1.4(a)	CAPITAL EXPENDITURE REQUIREMENT FOR 2019
SCHEDULE 3.1.4(d)	2019 OPERATING CASH SURPLUS CALCULATIONS
SCHEDULE 3.2.1(a)	AMENDED AND RESTATED BYLAWS OF LESSEE
SCHEDULE 3.2.1(b)	MEMBER WITHDRAWAL AGREEMENT

TRANSITION AGREEMENT

This Transition Agreement (this "**Agreement**") is made and entered into effective as of the 24th day of February, 2020 (the "**Effective Date**"), by and among between the Board of Trustees of Boone County Hospital, which is a hospital organized pursuant to Chapter 205, Revised Statutes of Missouri (the "**Trustees**"), CH Allied Services, Inc., a Missouri nonprofit corporation ("**Lessee**"), Christian Health Services Development Corporation, a Missouri nonprofit corporation, the sole member of Lessee ("**CHSDC**"), and BJC Health System, a Missouri nonprofit corporation ("**BJC**" and with Lessee and CHSDC, the "**BJC Parties**"). The Trustees, Lessee, CHSDC, and BJC shall each be referred to herein as a "**Party**" and collectively, as the "**Parties**."

RECITALS:

WHEREAS, the Trustees and Boone County, Missouri (the "**County**") own certain improved real property and equipment located principally at 1600 E. Broadway, Columbia Missouri, which constitutes an acute care general hospital known as Boone Hospital Center (the "**Hospital**");

WHEREAS, the Trustees, Lessee, and CHSDC are parties to that certain Amended and Restated Lease Agreement dated January 1, 2001 (the "**Amended and Restated Lease**"), as amended by that certain (a) Amendment to Lease dated December 27, 2006 (the "**First Amendment**"), and (b) Second Amendment to Lease dated May 17, 2012 (the "**Second Amendment**"), (collectively, the Amended and Restated Lease, the First Amendment and the Second Amendment hereinafter referred to as the "**Existing Lease**"), which sets forth the agreement of certain of the Parties relating to the leasing and managing of the Hospital;

WHEREAS, the Existing Lease by its terms will terminate as of December 31, 2020;

WHEREAS, following a process to evaluate strategic options with respect to the future of the Hospital after the termination of the Existing Lease, the Trustees determined to transition the ownership and control of the Hospital's operations, including related home care, hospice, and physician assets, from BJC and its Affiliates, upon conclusion of its lease relationship with BJC and its Affiliates, to an entity controlled by the Trustees (the "**Transition**"); and

WHEREAS, in anticipation of completing the Transition, the Parties have determined to (i) develop a new transition relationship to become effective on January 1, 2021 and remain in effect for a period from such date through December 31, 2021 (subject to earlier termination upon notice by the Trustees as provided herein) to allow the Parties to plan for a smooth transition of Hospital operations upon expiration or termination of the transition relationship, and (ii) to resolve certain key issues between and/or among the Parties related to matters under the Existing Lease.

NOW, THEREFORE, for and in consideration of the agreements and covenants set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement have the meanings ascribed to such terms in **Schedule 1** or as elsewhere defined in either this Agreement or the Transition Operating Agreement, defined below.

Section 1.2 Other Definitional Provisions.

1.2.1 As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, will have the respective meanings given to them under GAAP.

1.2.2 The word "herein" and words of similar import when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

1.2.3 Words of the masculine gender include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number include the plural number, and vice versa, where applicable.

1.2.4 When used in this Agreement, the word "including" has the commonly accepted meaning associated with such word and any list of items that may follow such word shall be illustrative and not be deemed to represent a complete list of the contents of the referent of the subject.

ARTICLE II EFFECTIVE DATE AGREEMENTS

Section 2.1 Transition Operating Agreement. Simultaneously with the execution of this Agreement, the Trustees and Lessee will also enter into a new transition relationship in the form of a Transition Operating Agreement, in substantially the form attached hereto as **Schedule 2.1** (the "**Operating Agreement**"), pursuant to which the Trustees will lease the Hospital to Lessee for a term beginning on January 1, 2021 and terminating on such later date as provided by notice from the Trustees pursuant to Section 2(A) of the Operating Agreement, but in no event will the Operating Agreement extend beyond December 31, 2021 (such end date for the Operating Agreement as determined under Section 2(A) of the Operating Agreement hereinafter referred to as the "**Hospital Transition Date**").

Section 2.2 Transition Planning and Management. Between the Effective Date and the Hospital Transition Date, the Parties will work together cooperatively to plan for and take necessary actions to effectuate the Transition. In that regard, the Trustees will

engage one individual to assist with the oversight and coordination of the Trustees' efforts to effectuate the Transition (the "**Transition Executive**"). The Transition Executive may also utilize the support of one or more third-party advisory firms (the Transition Executive together with such third-party advisory firms, the "**Transition Advisors**"). BJC will cooperate with the Transition Advisors and the Trustees in their efforts to effectuate the Transition, and the Parties will cooperate to make available to the Transition Advisors all reasonably relevant and appropriate operating information of the Hospital.

2.2.1 In connection with any material communications to Hospital employees, members of the communities served by the Hospital, or other third parties (including third party payers), or upon the reasonable request of BJC, the Trustees shall ensure that the Transition Executive advise, orally or in writing, that such Transition Executive is a representative of the Trustees and not the BJC Parties, and, if appropriate given the circumstances of either the communication or the persons receiving such communication, that (1) such Transition Executive is making plans for the Trustees operation of the Hospital after the Hospital Transition Date; and (2) such Transition Executive does not have authority to bind Lessee or other BJC Parties, provided he/she may indicate that he/she will have authority to bind the Hospital after the Hospital Transition Date.

2.2.2 Some of the primary duties of the Transition Executive will include:

(a) Oversight and direction for post-Hospital Transition Date changes to major systems (e.g., IT and related systems), as well as establishment of post-Hospital Transition Date operation infrastructure to support the needs of BHCF;

(b) Serve as an interface with employees, physicians and other service providers working at or for BHCF regarding operations after the Hospital Transition Date, as the representative of the Trustees and the new operator of the Hospital; and

(c) Serve as a public interface with the media, local professional and trade associations, health plans, employers, vendors, and others, regarding operations after the Hospital Transition Date, as the representative of the Trustees and the new operator of the Hospital.

2.2.3 Selection of the Chief Executive Officer. Notwithstanding anything in the Existing Lease and/or the Operating Agreement to the contrary, and taking into account the Trustees' long-term interest in the operations of the Hospital, the BJC Parties acknowledge that the Trustees are going to undertake an interview and vetting process to identify a candidate that the Trustees endorse, and Lessee agrees it will only move forward with the appointment of an individual to serve as the Chief Executive Officer of the Hospital from and after January 1, 2021 if such individual has first received the written endorsement of the Trustees. BJC will, upon reasonable request of the Trustees, participate in earlier screening of potential

candidates (e.g., review of CVs, background checks, etc.) and provide input to the Trustees. The Trustees agree that BJC shall have the ability to participate in interviews of individuals identified by the Trustees as potential finalist candidates and provide input to the Trustees. In addition to the Trustees' endorsement, the final CEO nominee shall be subject to such individual meeting BJC's standard pre-employment screening qualifications for its executives, and such other qualifications necessary for Lessee to maintain compliance with accreditation requirements, laws and regulations.

Section 2.3 Trustees Deliverables. Unless otherwise waived in writing by Lessee, Trustees shall deliver or cause to be delivered the following to the Lessee, prior to April 30, 2020, each in form and substance reasonably satisfactory to the Lessee, and all agreed to be valid and in force as of the Effective Date:

2.3.1 The Operating Agreement, duly executed by a duly authorized agent of the Trustees;

2.3.2 A certificate dated as of the Effective Date and signed on behalf of a duly authorized agent of the Trustees certifying to resolutions duly adopted by the Trustees authorizing and approving the execution and delivery of this Agreement and the Operating Agreement, and the consummation of the transactions contemplated thereby (collectively, the "**Transaction**");

2.3.3 Subject to Section 2.7, the Schedules contemplated by this Agreement; and

2.3.4 Such other agreements, instruments and documents as reasonably requested by the Lessee and that are reasonably necessary to effect the Transaction.

Section 2.4 Lessee Deliverables. Unless otherwise waived in writing by the Trustees, Lessee shall deliver or cause to be delivered the following documents to the Trustees, prior to April 30, 2020, each in form and substance reasonably satisfactory to the Trustees, and all agreed to be valid and in force as of the Effective Date:

2.4.1 The Operating Agreement, duly executed by a duly authorized officer;

2.4.2 A certificate dated as of the Effective Date certifying to (a) resolutions duly adopted by the Lessee Board of Directors authorizing and approving the execution and delivery of this Agreement and the Operating Agreement, and the consummation of the Transaction; (b) the incumbency for the officers of Lessee executing this Agreement and the other documents contemplated hereby;

2.4.3 Good standing certificate for Lessee and each of the Lessee Subsidiaries from the Secretary of State of Missouri, dated not more than ten (10) days prior to the Effective Date;

2.4.4 Subject to Section 2.7, the Schedules contemplated by this Agreement; and

2.4.5 Such other agreements, instruments and documents as reasonably requested by the Trustees and that are reasonably necessary to effect the Transaction.

Section 2.5 Conditions Precedent to Obligations of the Trustees. The obligation of the Trustees to effect the Transaction is subject to the satisfaction on or before the Effective Date and/or other date specified of the following conditions (any or all of which may be waived by the Trustees in whole or in part to the extent permitted by applicable Law):

2.5.1 Representations and Warranties. The representations and warranties of the BJC Parties set forth in this Agreement shall be true and correct at and as of the Effective Date and the Hospital Transition Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date);

2.5.2 Performance of Obligations. The BJC Parties shall have performed and complied in all material respects with the covenants and agreements required by this Agreement to be performed or complied with by them on or prior to the Effective Date and the Hospital Transition Date;

2.5.3 Approvals. All applicable Governmental Authorizations required to be obtained prior to the Hospital Transition Date shall have been obtained, and any applicable waiting period shall have expired or been terminated;

2.5.4 No Action or Proceedings. There shall be (a) no valid judgment, order or decree of any court or other Governmental Authority restraining, enjoining or otherwise preventing the consummation of this Agreement or the Transaction; and (b) no Proceeding brought by any Governmental Authority shall be pending before any court or other Governmental Authority or threatened by any Governmental Authority to restrain, enjoin or otherwise prevent the consummation of this Agreement or any component of the Transaction, which Proceeding, in the reasonable opinion of the Trustees, may result in a decision, ruling or finding that has or would reasonably be expected to have a Material Adverse Effect on the validity or enforceability of this Agreement or on the ability of Lessee to perform its obligations under this Agreement; and

2.5.5 Material Consents. Lessee shall have obtained all consents and waivers of third parties that are material to the consummation of the Transaction, in form and substance reasonably satisfactory to the Trustees.

Section 2.6 Conditions Precedent to Obligations of Lessee. The obligation of Lessee to effect the Transaction is subject to the satisfaction on or before the Effective

Date and/or other specified date of the following conditions, unless waived in writing by Lessee:

2.6.1 Representations and Warranties. The representations and warranties of the Trustees set forth in this Agreement shall be true and correct at and as of the Effective Date and the Hospital Transition Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date);

2.6.2 Performance of Obligations. The Trustees shall have performed and complied in all material respects with the covenants and agreements required by this Agreement to be performed or complied with by the Trustees on or prior to the Effective Date and the Hospital Transition Date;

2.6.3 Approvals. All applicable Governmental Authorizations required to be obtained prior to the Hospital Transition Date shall have been obtained, and any applicable waiting period shall have expired or been terminated, including, without limitation, the approval of the County of Boone, Missouri regarding the terms of this Agreement, the Operating Agreement, the modification of the Existing Lease, and all applicable elements of the Transaction (the "County Approval");

2.6.4 No Action or Proceeding. There shall be (a) no valid judgment, order or decree of any court or other Governmental Authority restraining, enjoining or otherwise preventing the consummation of this Agreement or the Transaction; and (b) no Proceeding brought by any Governmental Authority shall be pending before any court or other Governmental Authority or threatened by any Governmental Authority to restrain, enjoin or otherwise prevent the consummation of this Agreement or any component of the Transaction, which Proceeding, in the reasonable opinion of Lessee, may result in a decision, ruling or finding that has or would reasonably be expected to have a Material Adverse Effect on the validity or enforceability of this Agreement or on the ability of the Trustees to perform their obligations under this Agreement; and

2.6.5 Material Consents. The Trustees shall have obtained all consents and waivers of third parties that are material to the consummation of the Transaction, in form and substance reasonably satisfactory to Lessee.

Section 2.7 Schedules. The Parties covenant and agree to work diligently in good faith to establish and finalize the documents and other items reflected on the Schedules, to the extent that the same are not attached to this Agreement on the Effective Date. The Parties shall seek to complete such Schedules as soon as reasonably possible and prior to April 30, 2020. These Schedules are intended to carry out and implement matters agreed by the Parties consistent with this Transition Agreement and the Operating Agreement. Any matters under dispute will be subject to the dispute resolution procedures of Article VII.

ARTICLE III
AGREEMENTS RELATING TO HOSPITAL TRANSITION

Section 3.1 Financial Matters. Notwithstanding any contrary provisions in the Existing Lease, the Parties agree that this Article III shall govern and control with respect to financial matters under the Existing Lease and/or the Operating Agreement.

3.1.1 Resolution of all Prior Financial Obligations. Subject to the terms of this Agreement, including, without limitation, Section 3.1.4(f) below, on the Hospital Transition Date, BJC shall fund or ensure that Lessee shall have, as applicable (i) the accounts of Lessee which will remain with Lessee after the Hospital Termination Date (including, without limitation, the balance of the Hospital Reinvestment Fund (as defined below)), (ii) the Hospital accounts maintaining Working Capital as set forth in Section 3.1.2, which will be in addition to the One Hundred Ten Million Dollars (\$110,000,000) calculation set forth in Section 3.1.1(iii), and (iii) the amount by which One Hundred Ten Million Dollars (\$110,000,000) exceeds the value of the Hospital Reinvestment Fund as of December 31, 2018, which will be paid to the Trustees or, at the direction of the Trustees, remain with the Lessee post Hospital Transition Date for the benefit of the Trustees. Subject to the terms of this Agreement, the \$110 million in funding is in full and final satisfaction of any and all of the BJC Parties' financial obligations arising from its performance under, and the termination of, the Existing Lease, including, but not limited to, the following matters as described below:

(a) Any obligation to satisfy the unspent Capital Expenditure Requirement for all periods through December 31, 2018;

(b) Any obligation regarding the difference between the original Capital Expenditure Requirement for calendar year 2019 under the Existing Lease and the modified 2019 Capital Expenditure Requirement as set forth on Schedule 3.1.4(a) to this Agreement attached hereto;

(c) Any obligation regarding the fifty percent (50%) of BHCF's cumulative net increase in cash and cash equivalents to be retained for investment as set forth in Section 4(C) of the Existing Lease (the "**Hospital Reinvestment Fund**") for all periods through December 31, 2018;

(d) Any obligation of BJC under Section 3(ii) of the Second Amendment, including the obligation to make available IT services, programs, personnel, and functions for two (2) years following termination of the Existing Lease;

(e) Any obligation regarding correction of prior assessments of BJC Medical Group capital to the Hospital;

(f) Subject to Section 3.1.6, any obligation regarding contributions by BHCF under the Plan (as defined herein) with respect to those employees employed by Lessee or other Affiliates of BJC who provide services in the operation of the Hospital and who cannot vest under the Plan prior to the Hospital

Transition Date for lack of five (5) years of service with Lessee or other Affiliates of BJC (the "**Unvested Employees**"); and

(g) Any obligation regarding penalties, costs, and attorneys' fees allocated to the Trustees related to *Speraneo et al. v. BJC Healthcare*.

All other terms of the Existing Lease will continue through the Hospital Transition Date, except as otherwise modified by this Agreement.

3.1.2 Working Capital. In accordance with the terms of this Section 3.1.2, all Working Capital of the Hospital will remain with Lessee and transfer to the control of the Trustees as a result of the member withdrawal by CHSDC as contemplated by Section 3.2.1(b) of this Agreement.

(a) From and after January 1, 2021 through the Hospital Transition Date, (i) the Trustees shall bear the risk of any shortfalls in the Working Capital needs of the Hospital, and Trustees shall receive the benefit of any increase in Working Capital experienced by the Hospital; and (ii) accordingly, all Working Capital needs of the Hospital (as calculated consistent with prior practices of the parties under the Existing Lease) shall be funded by the Trustees, by wire transfer of funds to Lessee within five (5) days after receipt of Lessee's request by notice; provided, however, if Trustees fail to fund in such a timely manner, then Lessee may, after good faith consideration of other funding alternatives as may be mutually agreed to by the Parties draw such funds (as requested in the applicable notice) from the Hospital Reinvestment Fund, and the aggregate amount of such funds will be deducted dollar for dollar from BJC's obligation under Section 3.1.1 above. As of the Hospital Transition Date, the Working Capital of the Hospital (as detailed on Schedule 3.1.2(a) and as calculated consistent with prior practices of the parties under the Existing Lease and calculated consistent with the methodology set forth on Schedule 3.1.2(a)) will, except as otherwise provided in this Agreement, remain with Lessee for the benefit of the Trustees.

3.1.3 For purposes of clarity and the avoidance of doubt, the parties acknowledge and agree that nothing set forth in this Agreement and/or the Operating Agreement, including, but not limited to, Section 3.1.2 above, precludes BJC from collecting from Lessee intercompany funds advanced to Lessee by BJC to support BHCF operations consistent with past practices during the term of this Agreement and/or the Operating Agreement.

3.1.4 Financial Matters for 2019, 2020 and 2021 until Hospital Transition Date.

(a) Capital Expenditure Requirement for 2019 and 2020. The Parties acknowledge and agree that the Capital Expenditure Requirement set forth in Section 4(A)(iv) of the Existing Lease was modified for calendar year 2019 to equal the aggregate amount of the capital expenditures set forth on Schedule 3.1.4(a) to this Agreement. During calendar year 2020, the Capital Expenditure Requirement set forth

in Section 4(A)(iv) of the Existing Lease shall be modified such that Lessee will remain obligated to make reasonable capital expenditures at Hospital facilities up to an amount equal to seven percent (7%) of BHCF Net Revenues; provided, however, if Lessee does not expend capital for BHCF facilities in an amount equal to seven percent (7%) of BHCF Net Revenues during calendar year 2020, BJC or Lessee will pay to Trustees, within sixty (60) days following the close of calendar year 2020, an amount equal to one hundred percent (100%) of the amount by which the Capital Expenditure Requirement for 2020 exceeds the actual capital expenditure amount in calendar year 2020 (a "**Capital Expenditure Shortfall**") and such Capital Expenditure Shortfall may be funded by the 2019 Operating Cash Surplus (as defined in Section 3.1.4(c) below) in the manner set forth in Section 3.1.4(c). Notwithstanding the foregoing, to the extent that a Capital Expenditure Shortfall is caused by events beyond BJC's control occurring outside the ordinary course of business (caused by, for example, accounts receivable exceeding a material threshold due to unforeseen out of ordinary course reimbursement timing issues imposed by third-party payers or an event in which there is a cash flow deferral but when collection is reasonably assured), the amount of any Capital Expenditure Shortfall to be paid to the Trustees will be equitably adjusted to account for such events; provided, however, that declines in operations performance of BHCF will be deemed an event in the ordinary course of business and will not result in an adjustment to the Capital Expenditure Shortfall paid to the Trustees. BJC and Lessee will calculate actual capital expenditures for the determination of any Capital Expenditure Shortfall consistent with prior years under the Existing Lease and in accordance with GAAP; provided, however, any accelerated depreciation, change in depreciation methods, and/or application of termination obligations for items including, but not limited to, capitalized licenses, implementation, or training during the remaining term of the Existing Lease will not impact the calculation of any Capital Expenditure Shortfall.

(b) Capital Expenditure Requirement for 2021. Lessee will make capital expenditures during the term of the Operating Agreement consistent with a capital budget to maintain Hospital equipment and operations, which such capital budget will be provided by Lessee by July 31, 2020 and approved by Trustees. Notwithstanding the foregoing, any capital expenditures in excess of Two Hundred Thousand Dollars (\$200,000) will only be made upon approval or request of the Trustees. Notwithstanding the foregoing, if Lessee believes such a capital expenditure is necessary to ensure quality of care or patient safety, Lessee shall propose such an expenditure to the Trustees, for approval and payment out of BHCF Net Revenues. If the Trustees reject the request, the Trustees shall hold Lessee harmless from any Damages resulting from the failure to make such expenditure.

(c) Cash Matters During 2019. During calendar year 2019, if there is a positive net increase in the amount of cash and cash equivalents of BHCF, calculated on a basis consistent with the past practices of the Trustees and Lessee under the Existing Lease, then (i) twenty-five percent (25%) shall be distributed respectively to the Trustees and to BJC within ninety (90) days following the close of calendar year 2019, and (ii) the balance that otherwise would have been retained in or transferred to the Hospital Reinvestment Fund (such balance hereinafter referred to as

the "**2019 Operating Cash Surplus**") will be held as an unrestricted reserve for application, if at all, in accordance with Section 3.1.4(d) below.

(d) Cash Matters During 2020. The cash of Lessee remaining after (1) settling the intercompany Liabilities as of December 31, 2020, and (2) the fiscal year 2020 cash split after the final audit adjustments for fiscal year 2020, will remain on the balance sheet of Lessee and be included in Working Capital available for the Hospital to use from and after January 1, 2021. The cash split for the end of year 2020 will be calculated no later than after the completion of the financial statement audit of Lessee and after settling the intercompany Liabilities as of December 31, 2020, and will be paid by BHCF as follows:

- (i) to BJC, twenty-five percent (25%) of fiscal year 2020 generated cash;
- (ii) to Trustees, twenty-five percent (25%) of fiscal year 2020 generated cash
- (iii) to the Hospital Investment Fund, fifty percent (50%) of fiscal year 2020 generated cash;

provided, however, the 2019 Operating Cash Surplus (if any, calculated pursuant to Section 3.1.4(c) above), will be held as an unrestricted reserve for application, if at all, to (i) the Capital Expenditure Shortfall and (ii) losses in 2020, if cash generated from BHCF operations in calendar year 2020 is insufficient to satisfy the amounts specified in Section 4(A) of the Existing Lease, in each case pursuant to the formula set forth on Schedule 3.1.4(d) of this Agreement.

(e) Cash Matters During 2021 until Hospital Transition Date. During the period from January 1, 2021 until the Hospital Transition Date ("**Transition Period**"), if (i) there is a positive net increase in the amount of cash and cash equivalents of BHCF, calculated on a basis consistent with the past practices of the Trustees and Lessee under the Existing Lease, then following the termination of the Operating Agreement, Lessee shall retain such positive net increase for the benefit of the Trustees; and (ii) if there is a loss incurred by Hospital during such Transition Period, one hundred percent (100%) of such loss shall be borne by Lessee and the Trustees, and neither BJC nor CHSDC shall have any financial responsibility for such losses. The Trustees expressly agree that the Trustees shall be responsible for any deficit between BHCF Net Revenues and total amount of operational and capital expenditures accrued during the Transition Period which are attributable to BHCF operations.

(f) Access to Hospital Reinvestment Fund. Prior to the Hospital Transition Date, the Trustees may access the Hospital Reinvestment Fund in an amount up to Thirty Million Dollars (\$30,000,000) for expenses associated with the Transition, and any such amounts that are accessed by the Trustees from the Hospital Reinvestment Fund will be deducted by BJC from the One Hundred Ten Million Dollars

(\$110,000,000) to be transferred to, or funded for the benefit of, the Trustees pursuant to Section 3.1.1 of this Agreement. Upon the request of the Trustees to access the Hospital Reinvestment Fund pursuant to this Section 3.1.4(f), BJC shall promptly transfer such amounts up to Thirty Million Dollars (\$30,000,000) as may be requested by the Trustees from time to time to an account designated by the Trustees.

3.1.5 Interest. All interest earned on the Hospital Reinvestment Fund during 2019, 2020 and through the Hospital Transition Date will accrue to the benefit of the Trustees, remain in the Hospital Reinvestment Fund, and any and all amounts of interest that remain in the Hospital Reinvestment Fund as of the Hospital Transition Date shall remain with Lessee for the benefit of the Trustees.

3.1.6 Pension Liabilities.

(a) As of the Effective Date, the accrued benefits of affected Hospital employees have been funded by Lessee in accordance with the terms of the BJC Pension Plan (the "**Plan**") and meet the funding requirements described by ERISA and the relevant provisions of the Internal Revenue Code ("**IRC**"), as applied to that Plan. At the termination of the Operating Agreement, actually determined pension expense associated with the affected Hospital employees will be calculated in accordance with the requirements of applicable Law, if any, as then in effect, and BJC will have the full obligation to fund such calculated amount to the extent that funding is required by applicable Law; provided, however, that nothing in the preceding sentences of this Section 3.1.6(a) precludes BJC from assessing Lessee's normal operations charge for pension funding historically applied to BJC hospitals, provided that (i) such funding policy applicable to the Plan shall be applied to BHCF in a consistent manner with respect to all BJC Plan participants; and (ii) BJC shall, in calculating the charge allocation for BHCF, also equitably take into account the actuarially determined impact of those Hospital employees who will not vest under the Plan as of the Hospital Transition Date.

(b) In keeping with the terms of Section 3.1.6(a), during the remaining term of the Existing Lease and/or the Operating Agreement and following the term of the Existing Lease and/or the Operating Agreement, BJC agrees to remain liable and responsible for all Liabilities and funding obligations with respect to the Plan in accordance with applicable Law and the terms of the Existing Lease and/or the Operating Agreement, as applicable.

Section 3.2 Other Transition-Related Agreements.

3.2.1 Lessee Member Addition and Substitution.

(a) Effective as of January 1, 2021, BJC, CHSDC and Trustees shall take all action necessary and appropriate to permit a member addition by which Boone Health, Inc., a Missouri nonprofit corporation ("**NewCo**") will become a member of Lessee, along with its current sole member, CHSDC. Such member addition shall occur by the adoption of the Amended and Restated Bylaws of Lessee, with provisions

providing for the new member as mutually agreed upon by the Parties. Once agreed upon, such form of the Amended and Restated Bylaws of Lessee shall be attached hereto as **Schedule 3.2.1(a)** and made a part hereof.

(b) As of the Hospital Transition Date, BJC, CHSDC, Lessee and Trustees will execute an agreement, in the form as mutually agreed upon by the Parties (hereinafter referred to as the "**Member Withdrawal Agreement**"), by which CHSDC will withdraw as a member of Lessee, and the Trustees and CHSDC will release and hold harmless each other from any and all Damages arising out of this Agreement, except for (i) any obligations which continue after the Hospital Transition Date; (ii) any obligation of Lessee to reimburse or refund amounts paid for by BJC on behalf of Lessee and not otherwise addressed under the Existing Lease, the Operating Agreement or this Agreement; and (iii) any obligations of the Parties under the Operating Agreement. In connection with carrying out the terms of this Section 3.2.1(b), BJC will take such actions as necessary to ensure that (A) as of December 31, 2020 all entities that are unrelated to Hospital operations and/or the business of the CHAS Companies, will transfer, cause to be transferred, or be subject to the transfer of, all of their respective stock, membership, or membership interests to an Affiliate of BJC other than the CHAS Companies (the "**Reorganization**"); (B) NewCo will become the sole member of Lessee and thereby assume control of the CHAS Companies, and (C) as of or prior to the Hospital Transition Date, and upon payment by wire transfer to BJC of a mutually agreed upon amount not to exceed \$25,000, reflecting the fair market value of the assets of Physician Group, L.C. that relate to and were regularly used in connection with the operations of the Hospital, BJC shall cause such assets to be assigned and transferred to CHAS Physician Services, LLC, Boone Physician Services, LLC, Lessee or otherwise, as may be directed by the Trustees. Once agreed upon, such form of the Member Withdrawal Agreement shall be attached hereto as **Schedule 3.2.1(b)** and made a part hereof.

(c) In connection with the Reorganization, BJC will be responsible for and indemnify Lessee and the Trustees from and against any Damages arising from or associated with the divestiture of any Affiliates of Lessee from the CHAS Companies, and the operations of such entities unrelated to the operations of the Hospital. CHSDC agrees to be primarily responsible for obligations of Lessee owed to the Trustees or third parties under the Existing Lease except as specifically modified by this Agreement and/or the Operating Agreement. In addition, BJC covenants that CHSDC will meet its obligations under the Existing Lease (including as described in the prior sentence), this Agreement and/or the Operating Agreement.

(d) BJC will cooperate with the Trustees in the Trustees' efforts to obtain a standalone 501(c)(3) tax exemption for Lessee and Boone Hospital Center's Visiting Nurses, Inc.

3.2.2 Employee/Personnel Issues.

(a) Lessee Employees. The Trustees will make commercially reasonable good faith efforts to retain all employees of Lessee, recognizing that certain

employees of Lessee may be asked to have different functions, roles, or job responsibilities following the Hospital Transition Date. The Trustees will not take any actions that result in BJC being required to take any actions under the Federal WARN Act (or any state law counterpart), or which might otherwise result in BJC being obligated to make any severance or retention payments to any such employees.

(b) Transition Employment Arrangements. BJC will cooperate with the Trustees to cause Lessee or another Affiliate of BJC to (a) at the request of the Trustees, employ special resources or additional employees identified by the Trustees (the "**Additional Resources**"), (b) account for the costs and expenses of those Additional Resources in a unique division or account within the applicable BJC financial systems, and (c) invoice the Trustees on a monthly basis with respect to the costs and expenses of the Additional Resources. Any costs and expenses of the Additional Resources would be excluded from the cash split calculations. For illustration purposes only, if the Trustees desired to hire a managed care expert to work on and facilitate the transition of managed care contracting, the Trustees would request that such an Additional Resource be employed by or contracted through BJC or one of its Affiliates. Subject to meeting all applicable qualifications and conditions of employment and participation as other BJC employees, any employee hired by Lessee or another BJC Affiliate for purposes of the Transition will be on the benefit plans and programs of BJC or its Affiliates (to the extent applicable employee meets any eligibility requirements under such benefit plans and programs). The Trustees will be responsible for any severance or related payments which may be due to any such employees hired as Additional Resources. Notwithstanding the foregoing, to the extent the Trustees request significant effort and time commitments from BJC and its Affiliates' existing personnel which are outside of BJC and its Affiliates' obligations under the Existing Lease and necessary for implementation efforts, then subject to the prior written approval of the Trustees with respect to the scope and time commitments for such efforts, BJC will charge the Trustees an hourly rate equal to BJC's employment costs for such time.

(c) Local Market Personnel.

(i) Prior to the Hospital Transition Date, BJC and Lessee shall use commercially reasonable efforts to retain all employees employed by Lessee or other Affiliates of BJC who provide services in the operation of the Hospital (the "**Continuing Employees**"), subject to ordinary course performance and evaluation reviews and actions related thereto.

(ii) BJC will provide or cause to be provided any necessary consents or releases to permit the Trustees or any Affiliates or designees of the Trustees to, effective upon the Hospital Transition Date, (a) hire or contract with any local market physicians or other persons or entities who may otherwise be contractually restricted by BJC or any of its Affiliates, and (b) enter into any joint ventures or other financial or ownership arrangements with physicians or other persons or entities.

Notwithstanding the foregoing, the Trustees will agree not to take any actions that will interfere with BJC or its Affiliates' existing contracts or arrangements prior to the Hospital Transition Date.

(iii) Subject to the obligations of the Trustees under Section 2.2, BJC will not interfere with the Transition Executive and BHCF employees to engage in general employment, contract administration, and/or transition planning discussions with physicians/physician groups, advance practice providers (i.e., NPs and PAs), and director/manager persons for support and ongoing operations of the Hospital; provided, however, that such discussions shall be focused on events and circumstances related to the operation of the Hospital subsequent to the Hospital Transition Date.

(d) Non-Solicitation. BJC shall not, and will cause its Affiliates not to, directly or indirectly, (a) solicit or hire any of the Continuing Employees, or former employees who were employed at any time during the six (6) month period prior to the date of this Agreement; or (b) otherwise disrupt or attempt to disrupt the relationship between Lessee and any of its Continuing Employees; provided, however, that these restrictions will not apply to the hiring of (i) any Continuing Employees through the use of general advertisements or BJC's internal job-posting process, or participation in job fairs, in each case, that does not specifically target the Continuing Employees, or (ii) such individual employees as mutually agreed upon by BJC and the Trustees on a case-by-case basis, or (iii) such individual employees as mutually agreed upon by BJC and the Trustees on a case-by-case basis. For a period of one (1) year after termination of the Operating Agreement, except in the case of a termination by Lessee due to a material default by Trustees, BJC will not directly or through any Affiliate solicit any BHCF employee (except for Lessee's Chief Executive Officer) to provide employment in Boone or the Additional Counties, provided that nothing herein shall preclude BJC or any Affiliate from hiring any BHCF employee who wishes to provide services at a location within a county other than Boone County or one or more of the Additional Counties, so long as such employee was not the subject of targeted recruitment or solicitation by BJC. For a period of one (1) year after termination of the Operating Agreement, neither BJC nor any Affiliate will utilize Lessee's Chief Executive Officer in any capacity at a healthcare facility located within Boone or the Additional Counties.

3.2.3 Vizient Group Purchasing. BJC will use commercially reasonable good faith efforts to cause Vizient to permit the Hospital to continue participation in Vizient's group purchasing organization through at least December 31, 2022.

3.2.4 BJC Alignments and Affiliations. Following the Hospital Transition Date, BJC will in good faith consider the following potential alignments and affiliations with the Hospital:

(a) Washington University/Siteman. BJC will use commercially reasonable good faith efforts to work with its partners at Washington University School

of Medicine and advocate to extend the Hospital's existing affiliation with the Siteman Cancer Center, either by extending the term of the existing network affiliation agreement for two (2) years following its currently-set expiration on December 31, 2020, or by entering into a new network affiliation agreement with a term of two (2) years, provided Hospital agrees to fulfill the then-current terms and conditions of the affiliation agreement with Siteman Cancer Center.

(b) BJC Collaborative. Subject to any required approvals and ordinary conditions of participation, BJC will present the Hospital's interest in participating in the BJC Collaborative to the board of directors of the BJC Collaborative.

3.2.5 IT Transition Issues.

(a) During the Transition Period, Lessee shall not increase the level of Information Technology ("*IT*") capital expenditures for the benefit of BHCF beyond that expended or projected in the prior calendar year (i.e., 2020), except as appropriate in the ordinary course of business. If Lessee believes an increase in IT expenditures is necessary to ensure quality of care or patient safety, Lessee shall propose such increase to the Trustees, for approval (and inclusion of the expenditures under the Operating Agreement terms). If the Trustees reject the request, the Trustees shall hold Lessee harmless from any Damages resulting from the failure to make such expenditure.

(b) During the time between the Effective Date and the Hospital Transition Date, Lessee and BJC Healthcare will use commercially reasonable efforts, consistent with the capacity of its systems, to assist in transitioning BHCF to its new operator to assure equivalent functionality (subject to recognizing functional differences between the Epic and related IT systems and the MEDITECH and related IT systems), and to assure that all required data (as mutually determined by the Parties in accordance with objective industry standards) is transferred to the new operator to permit continued operations at BHCF without material interruption or material loss of function, all such action to be achieved in accordance with the following process:

(i) The parties shall seek to agree upon the most time-efficient period to effect the contemplated IT transition from Epic and related IT systems to MEDITECH and related IT systems, and agree to work diligently and in good faith to develop such timeline; provided, however, if agreement is not reached on the precise timeline by the parties prior to the Trustees' delivery of the Lessor Term Notice under Section 2(A) of the Operating Agreement, then a twelve (12) month timeline shall be deemed to be adopted by the parties (such timeline period, as determined under this Section 3.2.5(b)(i) hereafter referred to as the "*IT Transition Period*"). If the twelve (12) month period in the prior sentence is deemed adopted hereunder, then such period shall begin on the date of provision of the notice described in subparagraph 3.2.5(b)(ii).

(ii) The Trustees shall provide notice of transition and a proposed transition plan that will have a duration consistent with the IT Transition Period. Thereafter, the Parties will work diligently and in good faith to reach agreement with BJC on a specific plan and milestones to effect the transition of BHCF's IT systems to Trustee identified vendors ("**SIVs**") within the IT Transition Period (such plan hereinafter referred to as the "**IT Transition Plan**");

(iii) The IT Transition Plan will set forth detailed descriptions of each parties' responsibilities (and third party responsibilities, as applicable) to effect a successful transition; and

(iv) The Trustees agree that if, subsequent to the development and agreement by the parties of the IT Transition Plan, the Trustees and/or Transition Advisors desire to alter or change the specifications of the IT Transition Plan, then prior to BJC being obligated to support such alterations or changes to the specifications of the IT Transition Plan, the parties will meet in good faith, develop and agree upon modifications to the IT Transition Plan, including, without limitation, any agreed upon payments taking into consideration any BJC revised services, and agreed upon adjustments in the timeframe prior to the Hospital Transition Date for implementation of the IT Transition Plan.

(c) Without limiting the foregoing, BJC will cooperate with the new operator to facilitate the migration of all data and related IT search and support functions so as to permit an independent third party (the "**Independent Third Party**") to obtain searchable access or migration or duplication of data with respect to: (i) the medical records of patients treated at BHCF (consistent with receipt of any required patient consents); (ii) the relevant employment records of staff at BHCF (consistent with any required employee consents); (iii) the credentialing files of BHCF medical staff; (iv) vendor data; and (v) other data used in clinical and administrative operations of BHCF, to enable such Independent Third Party to use, search and access the same in a substantially equivalent manner as it was operated by Lessee. If any action, omission or negligence by such Independent Third Party results in a breach of patient confidentiality, violation of state or federal law, or claim against Lessee, the Trustees shall, to the extent permitted by law, indemnify, defend and hold the BJC Parties harmless from any Damages resulting from such events. Trustees shall require the Independent Third Party to be responsible for any such Damages and to maintain reasonable insurance naming Trustees and Lessee as additional insureds and to indemnify and defend the Trustees and the BJC Parties from and against those Damages relating to acts or omissions of such Independent Third Party. BJC will not charge a license fee for continued use of software acquired with BHCF funds except amounts required to be paid to a third party vendor.

3.2.6 Policies and Procedures. BJC will cause all existing policies and procedures, whether clinical, employment, or otherwise to remain available for use at the Hospital following the Hospital Transition Date, subject to those policies or

procedures that are the proprietary information of a third party and not transferable. The policies and procedures are hereby licensed by BJC to the Hospital on a nonexclusive basis at no cost to the Trustees or Trustee's Affiliates. The Trustees will fully indemnify and hold BJC and its Affiliates harmless with regard to all reliance and use of such policies and procedures at the Hospital. BJC shall have no obligation to update or revise such policies and procedures and would not be responsible for any Liabilities arising out of the use of such policies and procedures by the Hospital following the Hospital Transition Date. The Trustees, NewCo, and the Hospital shall have the right to modify those policies and procedures at their discretion, and such modified policies and procedures will become the intellectual property of such Person; provided, however, no such modifications will in any way limit or impair BJC's intellectual property rights in the policies provided hereunder. To the extent a policy or procedure is proprietary information of a third party, BJC will cooperate with the Trustees to advise of such proprietary policies or procedures and will use commercially reasonable efforts to seek or secure any necessary transfers, licenses, or consents from such third parties to continue the use of such policies or procedures following the Hospital Transition Date.

3.2.7 Insurance Transition Issues.

(a) During the term of the Operating Agreement, Lessee and Trustees shall cooperate to facilitate transition of insurance coverages upon the Hospital Transition Date and allow Trustees to put in place various insurance policies for coverage of BHCF and its operations following the Hospital Transition Date. Trustees agree to promptly work with brokers and insurance companies as necessary to place appropriate insurance coverage for BHCF and its operations after the Hospital Transition Date, and Lessee agrees to provide Trustees and/or its brokers with such information as may be reasonably necessary to facilitate the placement of such coverages.

(b) Following the Hospital Transition Date, BJC (or any Affiliate BJC designates to carry out BJC's obligations under this Section) will be responsible for all medical malpractice and general liability claims made both (i) prior to the Hospital Transition Date and (ii) after the Hospital Transition Date relating to incidents giving rise to a claim during the term ((i) and (ii), collectively, "**Pre-Term Claims**"), and BJC shall control the defense, settlement and/or other resolution of all such Pre-Term Claims, and shall retain adequate cash reserves following the Hospital Transition Date to cover such Pre-Term Claims; provided, however, that Trustees shall reasonably cooperate in the provision of any information or witnesses within Trustees' control.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 Each of the BJC Parties hereby individually represent and warrant to the Trustees as of the Effective Date as follows:

4.1.1 Organization and Standing. It is a nonprofit corporation duly organized, validly existing, and in good standing in the State of Missouri. It has the requisite corporate or entity power and authority to own, lease and operate its properties and assets and to carry on its businesses as they are presently being conducted.

4.1.2 Authorization.

(a) The execution, delivery and performance by it of this Agreement and the other agreements to be entered into by it pursuant to the terms of this Agreement, and the consummation by it of the transactions contemplated hereby are within its corporate powers, are not in contravention of the terms of its applicable Constituent Documents, and have been duly authorized and approved by its applicable governing board. No other corporate proceedings on its part are necessary to authorize the execution, delivery and performance of this Agreement or any other agreement to be entered into by it pursuant to the terms of this Agreement.

(b) This Agreement has been duly and validly executed and delivered by it. On or prior to the Effective Date, the other agreements to be entered into by it pursuant to the terms of this Agreement will have been duly and validly executed and delivered by it. This Agreement constitutes, and upon their execution and delivery by it, the other agreements to be entered into pursuant to the terms of this Agreement by it will constitute, the legal, valid and binding obligations of it, enforceable against it in accordance with their respective terms (assuming the valid authorization, execution and delivery hereof and thereof by the Trustees and any other parties thereto), except as enforceability may be restricted, limited, or delayed by applicable bankruptcy, court order, or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

Section 4.2 The Trustees represent and warrant to the BJC Parties as of the Effective Date as follows:

4.2.1 Authorization.

(a) Subject to obtaining the County Approval, the execution, delivery and performance by the Trustees of this Agreement and the other agreements to be entered into by the Trustees pursuant to the terms of this Agreement, and the consummation by the Trustees of the transactions contemplated hereby are within the Trustees' authorized powers, are not in contravention of the terms of the Trustees' governmental authority, and have been duly authorized and approved by the Trustees. No other proceedings on the part of the Trustees are necessary to authorize the execution, delivery and performance of this Agreement or any other agreement to be entered into by the Trustees pursuant to the terms of this Agreement.

(b) Subject to obtaining the County Approval, this Agreement has been duly and validly executed and delivered by the Trustees. Subject to obtaining the County Approval, on or prior to the Effective Date, the other agreements to be

entered into by the Trustees pursuant to the terms of this Agreement will have been duly and validly executed and delivered by the Trustees. Subject to obtaining the County Approval, this Agreement constitutes, and upon their execution and delivery by the Trustees, the other agreements to be entered into pursuant to the terms of this Agreement by the Trustees will constitute, the legal, valid and binding obligations of the Trustees enforceable against the Trustees in accordance with their respective terms (assuming the valid authorization, execution and delivery hereof and thereof by Lessee and any other Parties thereto), except as enforceability may be restricted, limited, or delayed by applicable bankruptcy, court order, or other laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity.

ARTICLE V MUTUAL GENERAL RELEASE

Section 5.1 Mutual General Release.

5.1.1 Trustees Release. The Trustees, for themselves and on behalf of each of their respective present, former and future directors, managers, bankers, bondholders, insurers, officers, employees, advisors, agents, consultants, attorneys, administrators, Subsidiaries, divisions, subcontractors, affiliates, representatives, predecessors, successors, assigns and all other persons or entities acting on their respective behalf or at their respective direction or control (all of the foregoing collectively, the "**Trustees Releasers**"), hereby release, remise, acquit, forever discharge and hold harmless the BJC Parties and their respective Affiliates, and each of their present, former and future members, shareholders, directors, bankers, bondholders, insurers, managers, officers, employees, advisors, agents, consultants, attorneys, administrators, Subsidiaries, divisions, subcontractors, affiliates, representatives, predecessors, successors, assigns and all other persons or entities acting on their respective behalf or at their respective direction or control (all of the foregoing collectively, the "**BJC Releasees**"), of and from all, and all manner of causes of action, suits, debts, accounts, bills, agreements, Damages, judgments, executions, and demands whatsoever, in law or in equity, known or unknown on, prior to or after the date hereof (collectively, "**Actions**"), that any Trustees Releaser has or may at any time have against or with respect to any or all of the BJC Releasees, whether arising out of any document executed by any of the Parties with respect to the lease of space (including without limitation the Existing Lease), the operation of Lessee, the operation or management of the Hospital, or otherwise relating to any matters arising from the beginning of time to the date hereof (the "**Trustees Release Subject Matter**"). Notwithstanding the foregoing, the Trustees Release Subject Matter shall not include: (i) obligations under this Agreement arising from and after the Effective Date; (ii) obligations under the Existing Lease and/or the Operating Agreement arising from and after the Effective Date; and (iii) any Actions or other Proceedings by patients or other third parties relating to the operation of the Hospital ("**Third Party Claims**") by Lessee prior to the Hospital Transition Date.

5.1.2 BJC Parties Release. The BJC Parties, for themselves and each of their respective present, former and future members, shareholders, directors,

managers, bankers, bondholders, insurers, officers, employees, advisors, agents, consultants, attorneys, administrators, Subsidiaries, divisions, subcontractors, affiliates, representatives, predecessors, successors, assigns and all other persons or entities acting on their respective behalf or at their respective direction or control (all of the foregoing collectively, the "**BJC Releasors**"), hereby release, remise, acquit, forever discharge and hold harmless the Trustees, the County, and each of their present, former and future office holders, bankers, bondholders, insurers, managers, officers, employees, advisors, agents, consultants, attorneys, administrators, Subsidiaries, divisions, subcontractors, affiliates, representatives, predecessors, successors, assigns and all other persons or entities acting on their respective behalf or at their respective direction or control (all of the foregoing collectively, the "**Trustees Releasees**"), of and from all, and all manner of Actions, that any BJC Releasor has or may at any time have against or with respect to any or all of the Trustees Releasees, whether arising out of any document executed by any of the Parties with respect to the lease of space (including without limitation the Existing Lease), the operation of Lessee, the operation or management of the Hospital, or otherwise relating to any matters arising from the beginning of time to the date hereof (the "**BJC Release Subject Matter**"). Notwithstanding the foregoing, the BJC Release Subject Matter shall not include: (i) obligations under this Agreement arising from and after the Effective Date; (ii) obligations under the Existing Lease and/or the Operating Agreement arising from and after the Effective Date; and (iii) any Third Party Claims relating to the operation of the Hospital by Lessee, the Trustees, or any other entity under the control of the Trustees, following the Hospital Transition Date.

5.1.3 County Release. The County, for itself and each of their respective present, former and future commissioners, bankers, bondholders, insurers, officers, employees, advisors, agents, consultants, attorneys, administrators, Subsidiaries, divisions, subcontractors, affiliates, representatives, predecessors, successors, assigns and all other persons or entities acting on their respective behalf or at their respective direction or control (all of the foregoing collectively, the "**County Releasors**"), hereby release, remise, acquit, forever discharge and hold harmless the Trustees, the BJC Parties, and each of their present, former and future office holders, bankers, bondholders, insurers, managers, officers, employees, advisors, agents, consultants, attorneys, administrators, Subsidiaries, divisions, subcontractors, affiliates, representatives, predecessors, successors, assigns and all other persons or entities acting on their respective behalf or at their respective direction or control (all of the foregoing collectively, the "**BJC and Trustee Releasees**"), of and from all, and all manner of Actions, that any County Releasor has or may at any time have against or with respect to any or all of the BJC and Trustee Releasees, whether arising out of any document executed by any of the Parties with respect to the lease of space (including, without limitation, the Existing Lease), the operation of Lessee, the operation or management of the Hospital, or otherwise relating to any matters arising from the beginning of time to the date hereof (the "**County Release Subject Matter**"). Notwithstanding the foregoing, the County Release Subject Matter shall not include: (i) obligations under this Agreement arising from and after the Effective Date; (ii) obligations under the Existing Lease and/or the Operating Agreement arising from and after the Effective Date; and (iii) any Third Party Claims relating to the operation of

the Hospital by Lessee, the Trustees, or any other entity under the control of the Trustees, prior to or following the Hospital Transition Date.

ARTICLE VI OTHER COVENANTS

Section 6.1 Regulatory Undertakings and Other Approvals. Subject to the terms and conditions of this Agreement, each of the Parties shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary under applicable Law to consummate the Transaction, including (i) preparing and filing as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents; (ii) obtaining and maintaining all Governmental Authorizations that are necessary to consummate the Transaction, and the making of all necessary registrations and filings (including filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid any Proceeding; and (iii) the execution and delivery of any additional instruments reasonably necessary to consummate the Transaction and to fully carry out the purposes of this Agreement.

Section 6.2 Conditions to Completion of this Transition. The Parties acknowledge and agree that each Party needs to proceed diligently and in good faith to mutually agree upon certain documents and agreements in order to fully consummate this Transition and the Transaction, including, without limitation, the Amended and Restated Bylaws of Lessee and the Member Withdrawal Agreement which are treated as Schedules to this Agreement subject to Section 2.7.

ARTICLE VII DISPUTE RESOLUTION

Section 7.1 Dispute Resolution Procedures. The provisions of this Article VII shall control the resolution of any and all Disputes between the Parties that arise regarding one or more provisions of this Agreement, except for claims for equitable relief, including specific performance, which shall not be governed by this Article VII, except as provided in Section 7.3 ("**Dispute Resolution Procedures**"). The Dispute Resolution Procedures will be invoked by a Party, before such Party pursues any other available remedy, by such Party notifying the other Parties that a Dispute exists. Following receipt of such notice, the Parties shall, for thirty (30) days after notice of a Dispute, attempt in good faith to negotiate a resolution of the Dispute (the "**Negotiation**"). The Negotiation will include no less than two in-person meetings between the Chairman of the Trustees and the CEO of BJC, each of whom shall have authority from their respective boards of directors to settle the matter.

Section 7.2 Binding Arbitration. If the Negotiation is not successful in resolving the Dispute within the timeframe described above, then within forty (40) days following notice of the Dispute, any involved Party shall have the right to initiate an arbitration process by giving notice of its intent to arbitrate the Dispute pursuant to binding

arbitration by a three-member arbitration panel under the Commercial Arbitration Rules of the American Health Lawyers Association. Each of BJC and the Trustees shall select one member of such panel and the two selected panel members shall select a third member. Such arbitration will be held in Columbia, Missouri and will occur within sixty (60) Business Days after the Party demanding arbitration delivers the written demand on the other Parties, unless the Parties mutually agree otherwise in writing. The award rendered by the arbitrators will be final and specifically enforceable under applicable Law, and judgment may be entered upon it in any court having jurisdiction thereof. No arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity not a Party to this Agreement. The arbitrators lack authority to issue an award that modified, adds or renders meaningless any terms or condition of this Agreement. The arbitrators may not award punitive damages. The arbitrators shall award attorneys' fees, arbitrator fees, filing fees and costs to the prevailing party. No Party will appeal the award nor seek review, modification, or vacation of the award in any court or regulatory agency.

Section 7.3 Equitable Relief. While the rights of the Parties to equitable remedies are not subject to Section 7.2, the Parties agree that before pursuing equitable remedies to resolve a Dispute, the Parties shall first follow the Dispute Resolution Procedures set forth in Section 7.1.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, when delivered by reputable overnight courier, or if mailed, five (5) days after being deposited in the United States mail, certified or registered mail, first-class postage prepaid, return receipt requested, to the Parties at the following addresses or facsimile numbers:

If to the BJC Parties, to:	BJC HealthCare 4901 Forest Park Avenue, 12th Floor St. Louis, Missouri 63108-2259 Attention: Chief Executive Officer
With a Copy to:	BJC HealthCare 4901 Forest Park Avenue, 12th Floor St. Louis, Missouri 63108-2259 Attention: General Counsel
If to the Trustees, to:	Board of Trustees of Boone County Hospital 1600 East Broadway Columbia, Missouri 65201 Attention: Chairman

With a Copy to: Jones, Schneider and Bartlett
11 North Seventh Street
Columbia, Missouri 65201
Attention: Thomas Schneider

Polsinelli
100 S. Fourth Street, Suite 1000
St. Louis, Missouri 63102
Attn: Mark H. Goran

If to the Lessee, to: CH Allied Services, Inc.
11155 Dunn Road
St. Louis, Missouri 63136
Attention: President

With a Copy to: BJC HealthCare
4901 Forest Park Avenue, 12th Floor
St. Louis, Missouri 63108-2259
Attention: General Counsel

If to the County, to: County Commission
c/o Boone County Government Center
801 E. Ash
Columbia, Missouri 65201
Attention: Presiding Commissioner

If to CHSDC, to: Christian Health Services Development Corporation
Development Corporation
11155 Dunn Road
St. Louis, Missouri 63136
Attention: President

With a Copy to: BJC HealthCare
4901 Forest Park Avenue, 12th Floor
St. Louis, Missouri 63108-2259
Attention: General Counsel

Any Party from time to time may change its address for the purpose of receipt of notices to that Party by giving a similar notice specifying a new address to the other notice parties listed above in accordance with the provisions of this Section 8.1.

Section 8.2 Expenses. Except as otherwise expressly provided in this Agreement or as otherwise expressly agreed by the Parties, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Transaction, including all fees and expenses of agents, representatives, counsel, and accountants.

Section 8.3 Confidentiality.

8.3.1 Agreement. The Parties shall not disclose any of the provisions of this Agreement to any Person, other than their respective attorneys or accountants, without the prior written consent of the other Parties, unless and only to the extent such disclosure is required by Law, subpoena or legal process. A Party may disclose the provisions of this Agreement to any person or entity without the prior written consent of the other Parties to the extent such disclosure is requested or required by: (i) the Party's respective contracts or other legal obligations existing as of the Effective Date; or (ii) fiscal intermediaries, certification or accreditation organizations, public agencies or commissions with governmental powers and duties related to disclosure of information that have the right to compel disclosure of such information. A Party may also disclose the provisions of this Agreement to any Person without the prior written consent of the other Parties to the extent such disclosure is requested or required by: (A) such Party's representatives or others in connection with any tax-exempt bond or other financing transactions of such Party or any Affiliate of such Party; or (B) such Party's corporate integrity program.

8.3.2 Confidential Information. The Parties acknowledge that in connection with the performance of obligations under this Agreement, a Party may be acquiring and making use of certain confidential information and trade secrets of another Party which may include management reports, financial statements, internal memoranda, reports, patient records and patient lists, confidential technology and other materials, records and/or information of a proprietary nature (collectively, "**Confidential Information**"). Information received under this Agreement will not be considered Confidential Information if: (i) it is a part of the public domain prior to the Effective Date; (ii) it enters the public domain after the Effective Date other than due to some unauthorized act by or omission of recipient or a third party; (iii) it is developed by the recipient independently of the Confidential Information; (iv) it is disclosed to the recipient by a third party who has a right to make such disclosure; (v) it was already in the recipient's rightful possession prior to the time of receipt from the individual person disclosing such information, as evidenced by the recipient's written records; or (vi) it is required to be disclosed to a third party by applicable Laws or court actions. In order to protect the Confidential Information of the Parties, no Party shall, after the Effective Date, use the Confidential Information of another Party except in connection with the performance of its obligations under this Agreement, or divulge the Confidential Information of the other Party to any third party, unless the other Party consents in writing or such use or divulgence or disclosure is required by applicable Law. In the event a Party receives a request or demand for the disclosure of Confidential Information, the Party receiving such request or demand shall immediately provide to the other Parties written notice of such request or demand, including a copy of any written element of such request or demand.

Section 8.4 Entire Agreement. Except for documents and agreements executed pursuant hereto, this Agreement supersedes all prior oral discussions and written agreements between the Parties with respect to the subject matter of this Agreement (including any letter of intent, term sheet or similar agreement or document relating to the transactions contemplated hereby). This Agreement, including the exhibits and schedules hereto and other documents delivered in connection herewith,

together with the Existing Lease, contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement, on the one hand, and any one or more of the exhibits and schedules hereto and other documents delivered in connection herewith, (including, without limitation, the Operating Agreement) and/or the Existing Lease, on the other hand, then the terms of this Agreement shall govern and control over all such other documents and agreements.

Section 8.5 Waiver. Any term or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit thereof. Any such waiver must be in writing and must be duly executed by such Party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach, provision or requirement on any other occasion.

Section 8.6 Amendment; Enforcement. This Agreement may be modified or amended only by a written instrument duly executed by all of the Parties hereto.

Section 8.7 Counterparts; Electronic Signatures; Reproductions. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile or other electronic imaging technology signatures on this Agreement shall be deemed to be original signatures for all purposes. This Agreement and all documents relating hereto, including (i) consents, waivers and modifications which may hereafter be executed, (ii) the documents delivered on the Effective Date, and (iii) financial statements, certificates and other information previously or hereafter furnished to a Party, may be reproduced by the other Parties by any electronic process and, unless otherwise required by Law, a Party may destroy any original documents so reproduced. The Parties agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any Proceeding (whether or not the original is in existence and whether or not such reproduction was made by a Party in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

Section 8.8 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the BJC Parties and the Trustees, and their respective Affiliates, successors and permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person.

Section 8.9 Public Announcements. The BJC Parties and the Trustees shall prepare jointly any and all communications that will be released to the general public and/or media specifically regarding this Agreement and the Transaction. Unless otherwise agreed to by them, the BJC Parties and the Trustees shall also release simultaneously any such jointly-prepared communications relating to the Agreement at an agreed upon date and time. Each of the BJC Parties and the Trustees, however, may release its own communications to its governing board and other governing boards, employees, physicians, and agents or representatives, so long as such communications are consistent with all jointly-prepared communications and released in

an agreed-upon time frame. The BJC Parties and the Trustees shall cooperate in the development and implementation of an appropriate communication plan.

Section 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Missouri without regard to conflicts of laws principals. Jurisdiction and venue for any action in connection with this Agreement shall be in Boone County, Missouri.

Section 8.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including successors by merger or otherwise.

Section 8.12 No Assignment. Neither this Agreement nor any right hereunder or part hereof may be assigned by any Party hereto without the prior written consent of the other Parties hereto.

Section 8.13 Severability; Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

Section 8.14 No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, a Party shall be drawn from the fact that any portion of this Agreement or any document related hereto has been drafted by or on behalf of such Party.

Section 8.15 Further Assurance Clause. On and after the Effective Date, the Parties will act in good faith to take all appropriate action and execute all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof.

Section 8.16 Schedules and Other Instruments. Each Schedule and Exhibit to this Agreement shall be considered a part hereof as if set forth herein in full.

[SIGNATURE PAGE FOLLOWS]

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

THIS TRANSITION AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

TRUSTEES:

BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

By: Jerry D. Keane, MD
Name: Jerry D. Keane, MD
Title: Chair

LESSEE:

CH ALLIED SERVICES, INC.

By: _____
Name: _____
Title: _____

CHSDC:

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

BJC:

BJC HEALTH SYSTEM

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT AND APPROVAL:

In connection with the acknowledgement and approval of the Transition Operating Agreement being contemplated hereunder, the Boone County Commission hereby approves this Transition Agreement and acknowledges its rights, liabilities and obligations under the Transition Agreement, and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: _____
Its: _____

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

THIS TRANSITION AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

TRUSTEES:

BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

By: _____

Name: _____

Title: _____

LESSEE:

CH ALLIED SERVICES, INC.

By: *Sandra Van Treese*

Name: *Sandra Van Treese*

Title: *BJC Group President*

CHSDC:

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

By: *Joan Magruder*

Name: *Joan Magruder*

Title: *President*

BJC:

BJC HEALTH SYSTEM

By: *Richard Lickweg*

Name: *Richard Lickweg*

Title: *President/CEO BJC*

ACKNOWLEDGEMENT AND APPROVAL:

In connection with the acknowledgement and approval of the Transition Operating Agreement being contemplated hereunder, the Boone County Commission hereby approves this Transition Agreement and acknowledges its rights, liabilities and obligations under the Transition Agreement, and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: *Daniel Atwill*

Its: _____

IN WITNESS WHEREOF the Lessor and Lessee have executed this Amendment as of the date first set forth above.

LESSOR:

BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: _____
Its: _____

LESSEE:

CH ALLIED SERVICES, INC.

By: _____
Its: _____

CHSDC:

CHRISTIAN HEALTH SERVICES
DEVELOPMENT CORPORATION

By: _____
Its: _____

BJC:

BJC HEALTH SYSTEM

By: _____
Its: _____

COUNTY:

BOONE COUNTY COMMISSION

By: _____
Its: _____

SCHEDULE 1

DEFINITIONS

As used in this Agreement, the following defined terms shall have the meanings indicated below:

"2019 Operating Cash Surplus" has the meaning set forth in Section 3.1.4(c).

"Actions" has the meaning set forth in Section 5.1.1.

"Additional Resources" has the meaning set forth in Section 3.2.2(b).

"Affiliate" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, "control" when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. Lessee shall be deemed to be an Affiliate of BJC and CHSDC prior to the Hospital Transition Date and shall be deemed to be an Affiliate of the Trustees after the Hospital Transition Date.

"Agreement" has the meaning set forth in the Preamble.

"Amended and Restated Bylaws of Lessee" has the meaning set forth in Section 3.2.1(a).

"Amended and Restated Lease" has the meaning set forth in the Recitals.

"BHCF" means the Boone Hospital Center Facilities as set forth in Exhibit A of the Operating Agreement.

"BHCF Net Revenues" has the meaning set forth in Section 4(B) of the Operating Agreement.

"BJC" has the meaning set forth in the Preamble.

"BJC and Trustee Releasees" has the meaning set forth in Section 5.1.3.

"BJC Parties" has the meaning set forth in the Preamble.

"BJC Release Subject Matter" has the meaning set forth in Section 5.1.2.

"BJC Releasees" has the meaning set forth in Section 5.1.1.

"BJC Releasers" has the meaning set forth in Section 5.1.2.

"Business Day" means a day other than Saturday, Sunday, or any day on which the principal commercial banks in the State of Missouri are authorized or obligated to close under the Laws of such state.

"Capital Expenditure Requirement" has the meaning set forth Section 4(A)(iv) of the Existing Lease.

"Capital Expenditure Shortfall" has the meaning set forth in Section 3.1.4(a).

"CHAS Companies" means CHAS, Boone Hospital Visiting Nurses, Inc., a Missouri not-for-profit corporation, CHAS Physician Services, LLC and Boone Physician Services, LLC.

"CHSDC" has the meaning set forth in the Preamble.

"Confidential Information" has the meaning set forth in Section 8.3.2.

"Constituent Documents" means, for any corporation, partnership, limited partnership, limited liability company or other organization, its charter, articles of incorporation, certificate of incorporation, articles of organization, bylaws, partnership agreement, operating agreement, certificate of limited partnership, certificate of formation and other similar formation and governance documents, each as amended to the relevant date.

"Continuing Employees" has the meaning set forth in Section 3.2.2(c)(i).

"County" has the meaning set forth in the Recitals.

"County Approval" has the meaning set forth in Section 2.6.3.

"County Release Subject Matter" has the meaning set forth in Section 5.1.3.

"County Releasers" has the meaning set forth in Section 5.1.3.

"Damages" means any and all losses, damages, claims, costs, fines, fees, expenses, penalties, interest obligations and deficiencies (including, without limitation, reasonable attorneys' fees and other expenses of litigation).

"Dispute" means any and all questions, claims, controversies or disputes arising out of or relating to this Agreement, including without limitation, the validity, construction, meaning, performance, effect or breach of this Agreement, unless specifically excluded by the terms of this Agreement.

"Dispute Resolution Procedures" has the meaning set forth in Section 7.1.

"Effective Date" has the meaning set forth in the Preamble.

"Existing Lease" has the meaning set forth in the Recitals.

"First Amendment" has the meaning set forth in the Recitals.

"GAAP" means the accounting principles generally accepted in the United States of America.

"Governmental Authority" means any national, state or local government; any political subdivision thereof; any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, commission or entity; any entity that contracts with a governmental entity to administer or assist in the administration of a government program (including any Medicare or Medicaid administrative contractors); or any arbitrator with authority to bind a party at law.

"Governmental Authorization" means any approval, consent, license, permit, waiver, registration, accreditation or other authorization issued, granted, given, made available or otherwise required by any Governmental Authority or pursuant to Law.

"Hospital" has the meaning set forth in the Recitals.

"Hospital Reinvestment Fund" has the meaning set forth in Section 3.1.1(c).

"Hospital Transition Date" has the meaning set forth in Section 2.1.

"Independent Third Party" has the meaning set forth in Section 3.2.5(c).

"IRC" has the meaning set forth in Section 3.1.6(a).

"IT" has the meaning set forth in Section 3.2.5(a).

"IT Transition Period" has the meaning set forth in Section 3.2.5(b)(i).

"IT Transition Plan" has the meaning set forth in Section 3.2.5(b)(ii).

"Law" means any statute, law, ordinance, rule, regulation, administrative requirement, code, pronouncement, resolution, order, writ, injunction, judgment, decree, ruling, promulgation, policy, treaty directive, interpretation or guideline issued by any Governmental Authority.

"Lessee" has the meaning set forth in the Preamble.

"Lessee Board of Directors" means the Board of Directors of Lessee established under the Amended and Restated Bylaws of Lessee.

"Liability(ies)" means any liability, debt, obligation, loss, damage, claim, cost or expense (including court costs and reasonable attorneys', accountants' and other experts' fees and expenses associated with investigating, preparing for and participating in any litigation or Proceeding, including all appeals), interest, penalties, amounts paid

in settlement, Taxes, fines, judgments or assessments, in each case, whether direct or indirect and whether accrued or contingent.

“Material Adverse Effect” means a material adverse effect on Lessee or the Hospital, or the properties, results of operations or financial condition of Lessee or the Hospital (taken as a whole), other than an effect resulting from any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general; (ii) the effect of any change that generally affects the industry in which Lessee or any Lessee Subsidiary operates; (iii) the effect of any change arising in connection with earthquakes, hurricanes, flooding or other weather-related matters, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date of this Agreement; (iv) the effect of any action taken by the Trustees with respect to the transactions contemplated hereby; (v) the effect of any changes in applicable Law or accounting rules; or (vi) any effect resulting from the public announcement of the Agreement, compliance with terms of the Agreement, or the consummation of the transactions contemplated hereby.

“Member Withdrawal Agreement” has the meaning set forth in Section 3.2.1(b).

“Negotiation” has the meaning set forth in Section 7.1.

“NewCo” has the meaning set forth in Section 3.2.1(a).

“Operating Agreement” has the meaning set forth in the Section 2.1.

“Party” or **“Parties”** has the meaning set forth in the Preamble.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, union, association, court, agency, government, tribunal, instrumentality, commission, arbitrator, board, bureau or other entity or authority.

“Plan” has the meaning set forth in Section 3.1.6(a).

“Pre-Term Claims” has the meaning set forth in Section 3.2.7(b).

“Proceeding” means any judicial, administrative or arbitral actions, charges, investigations, suits, audits or other proceedings (public or private) by or before a Governmental Authority.

“Reorganization” has the meaning set forth in Section 3.2.1(b).

“Second Amendment” has the meaning set forth in the Recitals.

“SIVs” has the meaning set forth in Section 3.2.5(b)(ii).

“Subsidiary” means, with respect to any Person, (i) any corporation (for-profit or nonprofit), partnership, limited liability company or other entity fifty percent (50%) or more of the Interests of which having voting power under ordinary circumstances to elect at least a majority of the board of directors or other Persons performing similar functions is at the time owned or controlled, directly or indirectly, by such Person or by one or more of the other direct or indirect Subsidiaries of such Person or a combination thereof (regardless of whether, at the time, Interests of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency), (ii) a partnership in which such Person or any direct or indirect Subsidiary of such Person is a general partner or (iii) a limited liability company in which such Person or any direct or indirect Subsidiary of such Person is a managing member or manager.

“Tax” or **“Taxes”** means any federal, state or local tax, assessment, charge, duty or fee or similar charge of any kind whatsoever (whether imposed directly or indirectly or through withholding) including, without limitation, any income, gross receipts, license, business, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto.

“Third Party Claims” has the meaning set forth in Section 5.1.1.

“Transaction” has the meaning set forth in Section 2.3.2.

“Transition” has the meaning set forth in the Recitals.

“Transition Advisors” has the meaning set forth in Section 2.2.

“Transition Executive” has the meaning set forth in Section 2.2.

“Transition Period” has the meaning set forth in Section 3.1.4(e).

“Trustees” has the meaning set forth in the Preamble.

“Trustees Release Subject Matter” has the meaning set forth in Section 5.1.1.

“Trustees Releasees” has the meaning set forth in Section 5.1.2.

“Trustees Releasers” has the meaning set forth in Section 5.1.1.

“Unvested Employees” has the meaning set forth in Section 3.1.1(f).

“Working Capital” means all current assets (including cash and cash equivalents) after settlement of intercompany Liability to BJC and the cash split (see Section 3.1.2 herein) less current liabilities.

SCHEDULE 2.1

TRANSITION OPERATING AGREEMENT

See attached.

SCHEDULE 3.1.2(a)

WORKING CAPITAL

SCHEDULE 3.1.4(a)

CAPITAL EXPENDITURE REQUIREMENT FOR 2019

SCHEDULE 3.1.4(d)

2019 OPERATING CASH SURPLUS CALCULATIONS

SCHEDULE 3.2.1(a)

AMENDED AND RESTATED BYLAWS OF LESSEE

SCHEDULE 3.2.1(b)

MEMBER WITHDRAWAL AGREEMENT

FIRST AMENDMENT TO TRANSITION AGREEMENT

BOONE HOSPITAL CENTER

THIS FIRST AMENDMENT TO TRANSITION AGREEMENT (this "**Amendment**") is executed and entered into as of March 23, 2020 by and among the Board of Trustees of Boone County Hospital, which is a hospital organized pursuant to Chapter 205, Revised Statutes of Missouri ("**Lessor**"), CH Allied Services, Inc., a Missouri nonprofit corporation ("**Lessee**"), Christian Health Services Development Corporation, a Missouri nonprofit corporation ("**CHSDC**"), BJC Health System, a Missouri nonprofit corporation ("**BJC**"), and Boone County ("**County**").

WITNESSETH:

WHEREAS, the parties entered into that certain Transition Agreement effective as of February 24, 2020 (the "**Transition Agreement**");

WHEREAS, the parties desire to amend and/or clarify certain provisions of the Transition Agreement as set forth in this Amendment;

WHEREAS, capitalized terms not defined in this Amendment shall be defined as set forth in the Transition Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Amendment to Section 3.1.1. The last paragraph of Section 3.1.1 of the Transition Agreement is hereby deleted in its entirety and replaced with the following:

All other terms of the Existing Lease will continue through the Hospital Transition Date, except as otherwise modified by this Agreement. For the avoidance of doubt, the Parties acknowledge and agree that the County Payment in 2020 and the Community Health Payment in 2020 will be made pursuant to Section 4(A)(iii) of the Existing Lease in the manner set forth therein consistent with past practice. The Parties acknowledge and agree that the County Payment for 2020 is \$1,996,687.26 and the Community Health Payment for 2020 is \$568,695.46.

2. Amendment to Notice. The address for the County in Section 8.1 of the Agreement shall be deleted in its entirety and replaced with the following:

County Commission
c/o Boone County Government Center
801 E. Walnut, Room 333
Columbia, Missouri 65201

3. Miscellaneous.

(A) The Section captions in this Amendment are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof. Capitalized terms not defined in this Amendment shall be defined as set forth in the Transition Agreement.

(B) This Amendment shall be construed and enforced in accordance with the laws of the State of Missouri.

(C) Except as set forth in this Amendment, this Amendment shall not modify any terms, conditions, rights or responsibilities contained in the Transition Agreement, all of which shall remain the same, and in full force and effect and binding on the parties.

(D) The Trustees executed the Transition Agreement and are executing this Amendment solely in their statutory capacity and not in their individual capacities.

(E) This Amendment may be executed and delivered by facsimile or other electronic transmission, in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one agreement that is binding upon each of the parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Lessor and Lessee have executed this Amendment as of the date first set forth above.

LESSOR:

BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: _____
Its: _____

LESSEE:

CH ALLIED SERVICES, INC.

By: _____
Its: _____

CHSDC:

CHRISTIAN HEALTH SERVICES
DEVELOPMENT CORPORATION

By: _____
Its: _____

BJC:

BJC HEALTH SYSTEM

By: _____
Its: _____

COUNTY:

BOONE COUNTY COMMISSION

By: *Daniel Atwill*
Its: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 31st day of March 20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Boone Hospital Transition Operating Agreement, as well as the First Amendment to the Boone Hospital Transition Operating Agreement between the Boone Hospital Board of Trustees, CH Allied Services, Inc., Christian Health Services Development Corporation, and BJC Health System.

Terms of the agreement and amendment are stipulated in the attached Agreement and Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Transition Operating Agreement and First Amendment.

Done this 31st day of March 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission *DKB*

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

TRANSITION OPERATING AGREEMENT

related to

Boone Hospital Center, 1600 E. Broadway, Columbia, Missouri

by and between

THE BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

and

CH ALLIED SERVICES, INC.

acknowledged and approved by

BOONE COUNTY COMMISSION

and

for the limited purposes set forth herein

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

Dated as of February 24, 2020

TABLE OF CONTENTS

	Page
1. Leased Property; Title	2
2. Term; Termination	2
3. Rights of Termination and Termination Repayments.....	6
4. Allocation of BHCF Net Revenues.....	7
5. Lessee Control of Leased Property: Governance.....	9
6. Lessee Operational Covenants	10
7. Lessor Operational Covenants	12
8. Repairs	12
9. Assignment.....	12
10. Utilities and Services	12
11. Insurance.....	13
12. Representations and Warranties of Lessor and County	14
13. Representations and Warranties of Lessee.....	16
14. Default	16
15. Dispute Resolution	18
16. Waiver of Breach.....	18
17. Indemnification	18
18. Condemnation	19
19. Covenant of Quiet Enjoyment.....	20
20. Guarantee of Performance	20
21. Fiscal Year.....	20
22. Proration.....	20
23. Destruction of Property	20
24. Conditions Precedent	21
25. Savings Provision.....	22
26. Notice	22
27. Successors	23
28. Severability	23
29. Estoppel Certificates.....	23
30. Third Parties	24

TABLE OF CONTENTS
(continued)

	Page
31. Medical Plaza III	24
32. Miscellaneous.....	24

Exhibits

- Exhibit A – Boone Hospital Center Facilities
- Exhibit B – Lessor’s Excluded Assets
- Exhibit C – Lessee’s Excluded Assets
- Exhibit D – BJC Corporate Management Services
- Exhibit E – Additional Counties
- Exhibit F – Additional Property Owned by Lessor
- Exhibit G – Lessor Counsel Opinion Letter
- Exhibit H – County Counsel Opinion Letter
- Exhibit I – Lessee Counsel Opinion Letter
- Exhibit J – Insurance

TRANSITION OPERATING AGREEMENT

BOONE HOSPITAL CENTER

THIS TRANSITION OPERATING AGREEMENT (this "**Operating Agreement**") is by and between the Board of Trustees of Boone County Hospital, which is hospital organized pursuant to Chapter 205, Revised Statutes of Missouri ("**Lessor**"), CH Allied Services, Inc., a Missouri nonprofit corporation ("**Lessee**"), and for the limited purposes set forth in this Operating Agreement, Christian Health Services Development Corporation, a Missouri nonprofit corporation ("**CHSDC**"). This Operating Agreement is executed and entered into as of this 24th day of February, 2020 by the Lessor and Lessee, and is subject to the approval by Boone County ("**County**") effective as of the same date.

WITNESSETH:

WHEREAS, County and/or Lessor is the owner of certain improved real property and equipment located principally at 1600 E. Broadway, Columbia, Missouri, said improvement being an acute care general hospital known as Boone Hospital Center (the "**Hospital**");

WHEREAS, pursuant to Missouri law, Lessor possesses the authority to govern and operate the Hospital and to lease the Hospital and all equipment and to therefore act as lessor of substantially all the real property and equipment of the Hospital, subject to the County's approval;

WHEREAS, pursuant to that certain Amended and Restated Lease Agreement between Lessor and Lessee dated January 1, 2001, as amended by that certain Amendment to Lease dated December 27, 2006 and that Second Amendment to Lease dated May 17, 2012 (collectively, the "**Existing Lease**"), Lessor leased said real property and equipment to Lessee;

WHEREAS, the Existing Lease will terminate as of December 31, 2020;

WHEREAS, following a process to evaluate strategic options with respect to the future of the Hospital after the termination of the Existing Lease, Lessor has determined to transition the Hospital's operations, including related home care, hospice, and physician assets, from Lessee, and BJC and its Affiliates, to a newly-formed organization unaffiliated with BJC (the "**Transition**");

WHEREAS, the parties have memorialized the resolution of certain key matters related to the termination of the Existing Lease and the Transition in that certain Transition Agreement by and among Lessor, Lessee, CHSDC, and BJC of even date herewith (the "**Transition Agreement**");

WHEREAS, in order to allow the parties sufficient time to the complete the Transition, including the required migration of information technology systems and business functions related to the operations of the Hospital from BJC to new or revised

IT systems and business functions, and in accordance with the terms of the Transition Agreement, the parties desire to enter into this Operating Agreement, which shall serve as an amendment and restatement of the Existing Lease pursuant to and in accordance with the terms and conditions set forth in this Operating Agreement; and

WHEREAS, capitalized terms not defined in this Operating Agreement shall be defined as set forth in the Transition Agreement.

NOW, THEREFORE, the parties agree and hereby as follows:

1. Leased Property; Title.

Effective upon the Commencement Date (as defined below), Lessor hereby leases to Lessee (and to the extent the County is the owner of any of the Leased Property, the County hereby leases to Lessee), and Lessee hereby leases from Lessor (and to the extent the County is the owner of any of the Leased Property, Lessee hereby leases from the County), the leased property ("**Leased Property**"), which shall consist of all of the real, personal, intellectual, and intangible property (including Hospital, physician and patient medical records, and contracts), fixed and moveable equipment, all software and/or electronic data, parking lots, and other property which is owned by Lessor and/or the County (except for the property owned by Lessor which shall be described on Exhibit B pursuant to Section 24 herein, and then attached hereto and made a part hereof, (hereinafter sometimes referred to as "**Lessor's Excluded Assets**")) and which is used at, acquired for, ancillary to, or is necessary for the lawful operation of any Boone Hospital Center Facilities ("**BHCF**") described on Exhibit A attached hereto and made a part hereof. The parties acknowledge and agree that the Leased Property does not include certain property rights owned by Lessee and listed or described on Exhibit C pursuant to Section 24 herein, and then attached hereto and made a part hereof, (hereinafter sometimes referred to as "**Lessee's Excluded Assets**"); Lessor's Excluded Assets and Lessee's Excluded Assets are sometimes hereinafter collectively referred to as the "**Excluded Assets**"). The parties agree that from and after the Hospital Transition Date, the term defined hereunder as the "Lessee's Excluded Assets" shall be deemed to be assets owned solely and exclusively by CHSDC, and prior to the Termination Date, Lessee and CHSDC shall take undertake any and all actions necessary to effect such transfers (e.g., bills of sale, assignment, etc.) to ensure such sole and exclusive ownership by CHSDC.

2. Term; Termination.

(A) Term. Subject to early termination pursuant to Section 3(A) the term of this Operating Agreement (the "**Term**") shall begin on January 1, 2021 (the "**Commencement Date**") and shall terminate on such date as set forth in a written notice provided by Lessor to Lessee no later than September 30, 2020 (such notice hereinafter referred to as the "**Lessor Term Notice**"), provided that such extended date of the Term of this Operating Agreement shall always be the last day of a month, shall be at least as long in duration from the date of such Lessor Term Notice as the length of time of the IT Transition Period determined pursuant to Section 3.2.5(b)(i) of the

Transition Agreement, and in no event shall extend beyond December 31, 2021. If Lessor does not provide such written notice on or before September 30, 2020, then absent a written agreement of the parties, Lessor shall be deemed to have given a Lessor Term Notice indicating that the Term of this Operating Agreement will terminate on September 30, 2021. The date upon which this Operating Agreement terminates pursuant to the terms of this Operating Agreement is referred to as the "**Termination Date**".

(B) Termination; Disposition of Leased Assets and After Acquired Property. Upon termination of this Operating Agreement for any reason, all of the Leased Property and Other BHCF Assets (for purposes of this Operating Agreement, "**Other BHCF Assets**") shall mean both (i) those assets used at BHCF and on the Hospital balance sheet as of December 31, 2000, and (ii) those assets acquired during the term of the Existing Lease through the use of revenues from the operation of BHCF, including but not limited to movable and fixed medical equipment, furniture and fixtures, Hospital, physician and patient medical records but specifically excluding the Excluded Assets), together with any property acquired during the Term through the use of BHCF Net Revenues, including all assets reflected on the Hospital balance sheet, as defined in Section 4(B) hereof (except for assets solely related to Lessee's other operations or Lessee Excluded Assets) as of the date of termination (except as otherwise provided in this Operating Agreement or the Transition Agreement) and all Hospital, physician and patient medical records, and contracts to the extent such Leased Property or Other BHCF Assets are transferable or assignable and to the extent transferable or assignable, all regulatory licenses and provider numbers, shall be transferred to Lessor, without any payment to Lessee, except as provided under this Operating Agreement. Neither Lessee nor any of Lessee's affiliates will remove or terminate Lessee's interest in any of such Leased Property or Other BHCF Assets except for obsolescence, destruction or replacement, with any salvage value to be used for the purchase of replacement property for use at BHCF. Lessee will use commercially reasonable best efforts to cause all licenses, leases and other course of business agreements relevant to the operations of BHCF to be assignable to Lessor on termination of this Operating Agreement without penalty or additional payment and shall otherwise use commercially reasonable best efforts to assure that the transfer of assets and transition of operations will be orderly and in a manner reasonably designed to assure the continuity of all then applicable services provided at or in connection with BHCF. In addition, upon termination of this Operating Agreement, and prior thereto, Lessee shall not accelerate its collection of accounts receivable (i.e., Lessee will collect accounts receivable in accordance with past practices). Lessor agrees that after termination of this Operating Agreement, Lessor will, as soon as reasonably practicable, either (i) remove from the Leased Property, Other BHCF Assets and other assets transferred to Lessor, or (ii) not use any such Leased Property, Other BHCF Assets or other assets bearing the name, logo, trademark or other Intellectual Property (as defined below) attributes regarding the name of BJC or any of their Affiliates (other than Lessee), successors or assigns (collectively, "**BJC Trademark/Identifying Property**"). Lessor acknowledges and agrees that the BJC Trademark/Identifying Property is part of Lessee's Excluded Assets, and that Lessee's use of such BJC Trademark/Identifying Property in connection with the operation of any of the BHCF shall not be deemed as the granting

of a license or any other property rights to Lessor with respect to any such BJC Trademark/Identifying Property. Notwithstanding anything to the contrary contained in this Section 2(B), Lessor, Lessee, and BJC acknowledge that during the Term, BJC may acquire ownership of rights in intellectual property, including, without limitation, copyrights, patents, trademarks and trade secrets, arising from the services of employees of Lessee at BHCF (the "**Intellectual Property**"). The Intellectual Property includes only ownership rights, and does not include any rights acquired by BJC as a licensee. To the extent that BJC holds ownership rights in the Intellectual Property (but specifically excluding the BJC Trademark/Identifying Property), BJC hereby grants to Lessor, effective as of the Termination Date, a non-exclusive, royalty free license to exercise such rights in the Intellectual Property in connection with the continued operation of BHCF. The license granted herein is non-assignable and non-transferable except in connection with the operation of BHCF, and except for the foregoing, Lessor shall have no right to sub-license or otherwise grant to any third party the right to exercise such rights.

(C) Termination; Disposition of Assets.

(i) All assets, including, but not limited to, the Leased Property and the Other BHCF Assets (but excluding the Excluded Assets) associated with the operation of BHCF shall become the property of, or be held as designated by, Lessor as of the Termination Date without any further payment to or from Lessee except as may otherwise be provided by the terms of this Operating Agreement.

(ii) Consistent with the prior practice and commitment to the parties Lessee and CHSDC agree that Lessee's interest in the assets of BHCF shall not be pledged or hypothecated as part of any obligated group in which BJC, Lessee or CHSDC is a party and provided further that Lessee shall not grant any interest in or cause or permit any liens upon assets of BHCF which would prejudice Lessor's right to the return of all assets upon termination described in this Operating Agreement.

(iii) Prior to the termination of this Operating Agreement, Lessee shall reasonably cooperate with Lessor to assure a transition on termination which would not result in any interruption of services or removal of assets other than Lessee's Excluded Assets. Except as otherwise provided in this Operating Agreement, Lessee agrees that it will not impose any contractual or other burdens upon the transfer of the personnel, assets, contracts and licenses needed to assure that all Hospital and health services will continue in substantially the same manner as they were conducted prior to termination other than those specific BJC corporate management services set forth on Exhibit D attached hereto and made a part hereof. Lessee will cooperate with and not oppose Lessor's regulatory submissions and filings (and to the extent necessary submit such documentation incident to Lessor's regulatory submissions) as are necessary to transfer or would facilitate the transfer or issuance to Lessor or Lessor's designee new licenses or to permit Lessor to obtain all required regulatory consent for Lessor or Lessor's designee to operate the BHCF.

(iv) Prior to the termination of this Operating Agreement, Lessee will cooperate with Lessor to assure the appropriate transfer of all good will (other than that associated with the BJC name or the name its Affiliates, other CHAS Companies, or their related Intellectual Property rights or goodwill), medical staff and employees associated with BHCF's operations, including, but not limited to, the name of Lessee and its Subsidiaries, to Lessor upon the termination of this Operating Agreement.

(v) Prior to the termination of this Operating Agreement, Lessee will cooperate with Lessor to facilitate the transfer of all physician agreements related to the Hospital to the successor operator for the Hospital as designated by Lessor. This will include physician employment agreements, medical director and independent contractor agreements, whether with Lessee or with another BJC-related organization. Lessee will use commercially reasonable efforts to incorporate into such contracts (as they are entered into or renewed) a term permitting such transfer.

(vi) The parties agree that upon the completion of the withdrawal of membership of CHSDC pursuant to Section 3.2.1(b) of the Transition Agreement (leaving NewCo as the sole member of Lessee), Lessee shall be deemed to have accomplished and fully completed its obligations under Sections 2(B) and 2(C)(i)-(v) above, except as otherwise agreed to by the parties in writing. By its acknowledgement below, CHSDC agrees to cooperate with any reasonable requests of Lessee or Lessor to fully document the transfer of the Leased Property and Other BHCF Assets contemplated by Sections 2(B) and 2(C)(i)-(v).

(D) Termination; Assumption of Liabilities.

(i) Upon termination of this Operating Agreement for any reason, subject to the terms and conditions of the Transition Agreement, all liabilities (except for Retained Liabilities set forth below) associated with the operation of BHCF shall remain with Lessee such that Lessee shall be liable for such liabilities and any future liabilities arising out of the operation of the Hospital after the Termination Date (collectively, the "**Assumed Liabilities**"). Lessor agrees to indemnify CHSDC with respect to any loss, costs, claims, or damages related to the Assumed Liabilities and agrees to execute and deliver such documents as are reasonably necessary to effect or memorialize such obligation of Lessor.

(ii) Notwithstanding anything in this Operating Agreement to the contrary, upon termination of this Operating Agreement, CHSDC and BJC agree that CHSDC shall remain liable for the following liabilities, which shall not be retained by Lessee or assumed by Lessor (collectively, the "**Retained Liabilities**"):

(a) Any damages directly caused by Lessee's failure, prior to the Termination Date, to maintain any insurance coverage required to be

maintained by Lessee under Section 11 hereof or reserves required to be maintained by Lessee under Section 2(D)(ii)(d) below;

(b) Any damages incurred by Lessor arising out of Lessee's failure to comply with an arbitration decision pursuant to Section 15 hereof arising out of or relating to actions of Lessee prior to the Termination Date directing certain performance by Lessee and issued during the Term of this Operating Agreement;

(c) Any claims against Lessee that are unrelated to Lessee's use of the Leased Property, operation of the Hospital and provision of related health care services, in each case arising out of facts and circumstances existing prior to the Termination Date; and

(d) Lessor and Lessee acknowledge that the retention of the Retained Liabilities by CHSDC pursuant to the provisions of this Section 2(D)(ii)(d) is not intended to diminish the obligations of Lessee under this Operating Agreement with respect to obtaining Lessor's approval of the issuance of any BHCF Bonds (as hereinafter defined) or other long-term debt financing as provided in Section 5(C)(v), CHSDC and BJC maintaining reserves for pension liabilities and professional liability and general liability coverage as provided in the Transition Agreement, obtaining Lessor's approval of certain material contracts extending beyond the Term of this Operating Agreement as provided in Section 5(C)(iii) hereof, or maintaining appropriate insurance coverages during the Term of this Operating Agreement as provided in Section 11 of this Operating Agreement.

(iii) The parties agree that the obligations of this Section 2(D) shall survive the termination of this Operating Agreement for any reason.

(E) Professional Liability and General Liability Insurance Coverage. Professional liability and general liability insurance or self-insurance coverages required hereunder have been, as of the Commencement Date, and will be during the Term and as of the Termination Date, funded by Lessee based on actuarial accruals. Upon termination of this Operating Agreement, Pre-Term Claims shall not be assumed by Lessor and shall be handled and resolved in accordance with the terms of Section 3.2.7(b) of the Transition Agreement.

3. Rights of Termination and Termination Repayments.

(A) Early Termination.

(i) This Operating Agreement may be terminated prior to the end of the then-current Term upon mutual written agreement of the Lessor and Lessee.

(ii) Lessor may terminate this Operating Agreement upon thirty (30) days prior written notice (subject to applicable cure periods) for a material default of Lessee of its obligations under this Operating Agreement.

(iii) Lessee may terminate this Operating Agreement upon thirty (30) days prior written notice (subject to applicable cure periods) for a material default of Lessor of its obligations under this Operating Agreement.

(B) Termination Payment. If this Operating Agreement is terminated for any reason, all BHCF Net Revenues shall be used to pay all expenses through and adjusted as of the Termination Date pursuant to Section 4(A).

4. Allocation of BHCF Net Revenues.

(A) Permitted Payments. Commencing on the Commencement Date, all BHCF Net Revenues (including the proceeds of Lessee's accounts receivable, unbilled services and other prepaid expenses and non-cash current assets existing on the Commencement Date) shall be used to make the following payments in the following order of priority:

(i) Payment of all operating expenses of BHCF ("**Operating Expenses**") after the Commencement Date, including all current third-party payables and accruals for local BHCF expenses existing as of the Commencement Date, but excluding any payments to Lessee or its affiliates except as provided below or with the consent of Lessor, which consent shall not be unreasonably withheld.

(ii) If Lessor reduces its debt service obligations on outstanding Bonds issued for the benefit of the BHCF assets subject to this Operating Agreement ("**BHCF Bonds**"), Lessee will pay the actual amount due for debt service on all BHCF Bonds. The amounts paid by Lessee toward debt service may be used to accelerate the payment of principal on any such BHCF Bonds. BHCF Net Revenues may not be used to retire debt or pay debt service on any debt issued to finance assets that are not included in this Operating Agreement or any additional debt issued without Lessee's approval. The Lessor will not issue any debt secured by BHCF assets subject to this Operating Agreement.

(iii) In consideration of the approval by the County of this Operating Agreement, Lessee shall pay to the County a base payment (the "**County Payment**") of One Million Eight Hundred Ten Thousand Eight Hundred Seventy Seven Dollars and Eighty-Five Cents (\$1,810,877.85) per annum during the Term (as prorated to account for the length of the Term), in equal quarterly payments. An additional payment (the "**Community Health Payment**") of Five Hundred Sixteen Thousand One Hundred Twenty Seven Dollars and Twenty Eight Cents (\$516,127.28) per year during the Term (as prorated to account for the length of the Term), shall be paid as an Operating Expense of BHCF, with

such funds restricted for use by the County for community medical or health needs.

(iv) The parties agree that all services listed on Exhibit D with respect to BJC corporate services to be performed by Lessee shall be included in the payment contemplated by Section 4(A)(v), with the exception of special corporate services within the categories described in Exhibit D, if specific resources are dedicated to Hospital. The costs of such services will be considered Hospital Operating Expenses, consistent with past practice. CHSDC agrees that during the Term, CHSDC and/or BJC shall provide corporate management services of the types and at the levels of service historically provided under the Existing Lease, including the services set forth on Exhibit D.

(v) A payment to Lessee of two and one-half percent (2.5%) of BHCF Net Revenues as full compensation and reimbursement for management of BHCF by Lessee as directed and controlled by BJC, all indirect overhead benefits from any system-wide allocated overhead expenses not otherwise reimbursed above (including, but not limited to, purchasing leverage, low cost access to capital markets, insurance pooling leverage and management, and other like services, all management related services, government relations and education, group contracting, system consultants and other group overhead and system benefits), and the allocated costs of BJC management other than those of local BHCF employees (the "**BJC Management Payment**").

(vi) During the Term, costs associated with information services operations, including information system salaries and other information system employment related costs of local BHCF information systems employees, IT licenses applicable to BHCF activities, and all related hardware and software (except capital expenditures) costs, including without limitation depreciation in the normal ordinary course of business, shall be allocated in accordance with the past historical operating and financial practices adhered to by the parties under the Existing Lease.

(B) BHCF Net Revenues Defined. For purposes of this Operating Agreement, "**BHCF Net Revenues**" shall have the same meaning as "**Total Revenues**" as defined in the Hospital audited financial statements prepared by Lessee, which includes all revenues from Hospital management agreements of BHCF (e.g., management of a rural health facility by BHCF in an Additional County, as defined below).

(C) Cash Split. During the Term of this Operating Agreement, any positive net increase in the amount of cash and cash equivalents of BHCF or any losses incurred by the Hospital, will be distributed or funded in the manner set forth in the Transition Agreement.

(D) Exemption of Leased Property from Property Taxes. Lessor represents that the Leased Property currently is exempt from property taxes and assessments and anticipates that it will remain exempt during the Term of this Operating Agreement. In

the event that the leasehold interest of Lessee or the Leased Property, or both, become subject to property taxes (except as a direct result of the acts or omissions of Lessee), Lessor agrees that any such property taxes or assessments shall be deemed an Operating Expense and paid for out of the BHCF Net Revenues pursuant to Section 4(A)(i).

(E) Lessor's Right to Examine Books and Records. Lessor and CHSDC shall reasonably cooperate to provide each other with reasonable access to all of the financial information relevant to the operations of BHCF during the Term. Within three (3) months following the Termination Date (or such reasonable time needed by Lessor after receiving relevant information), Lessor shall determine whether any costs which are included as Operating Expenses should have been included within the costs covered by the BJC Management Payment (as defined in Section 4(A)(v) above), and notify CHSDC of its position that certain costs are being misallocated. Unless either party shall deliver written notice to the other of its exception to any item included within Operating Expenses within three (3) months following the Termination Date ("**Review Period**"), all amounts paid as Operating Expenses shall be considered as final and accepted by Lessor and CHSDC as to the Term. If Lessor shall deliver to CHSDC written notice that Lessor disputes any item or items included in Operating Expenses for the Term within the Review Period, and such dispute is not resolved by the parties hereto within ninety (90) days after Lessor's notice to CHSDC, then either party may, within thirty (30) days thereafter, request that the matter be submitted to dispute resolution pursuant to Section 15 hereof.

5. Lessee Control of Leased Property: Governance.

Lessee shall have exclusive control over the Leased Property so long as it is used principally for Hospital and health care purposes that are usual and customary at similar facilities or other facilities owned, leased or managed by Lessee or its affiliates, subject to Lessee's obligations under Section 6 of this Operating Agreement and the following rights retained by Lessor and set forth in this Section 5. Lessee shall have sole and exclusive control over the operation of the Hospital, establishment and maintenance of Hospital policies and procedures, the employment of and termination of employees for Hospital operations and all Hospital and health care operations upon the Leased Property, subject to Lessee's obligation under Section 6 of this Operating Agreement and the following rights retained by Lessor:

(A) Lessor shall have the right to enter upon the Leased Property at reasonable times upon reasonable advance notice to assure that Lessee is complying with the provisions of this Operating Agreement,

(B) Lessee will only eliminate a major clinical service, or relocate or outsource any significant administrative services: (i) upon request of the Lessor and (ii) in accordance with terms that are mutually-acceptable to Lessor and Lessee.

(C) Lessor will also retain approval rights over the following:

(i) capital expenditures (a) requiring certificate of need approval, (b) in excess of amounts specified in the mutually approved strategic plan and capital budget; or (c) in excess of Two Hundred Thousand Dollars (\$200,000) individually;

(ii) transactions between Lessee and BJC or any BJC Affiliate (other than for the services described on Exhibit D), which during the Term would constitute an expense or capital expenditure of Lessee in excess of Two Hundred Thousand Dollars (\$200,000) individually or on an annual aggregate basis;

(iii) of any contract or lease with a term extending beyond the Term, except for (a) contracts in the ordinary course of business consistent with past practices; (b) contracts with Lessee's affiliates, provided such contracts will automatically terminate with such affiliate on the Termination Date; and (c) contracts with an annual obligation of less than Two Hundred Thousand Dollars (\$200,000);

(iv) any merger, change of control, or sale of substantially all the assets of Lessee such that, following such action, BJC Healthcare is not the controlling sponsor of the Lessee;

(v) the issuance of BHCF Bonds or other long-term financings; and

(vi) approving by written endorsement the Chief Executive Officer of the Hospital to serve from and after January 1, 2021 prior to BJC's appointment of such individual, in accordance with the terms and conditions set forth in the Transition Agreement.

(D) Lessee will report monthly on the financial condition or projected financial condition of Lessee's operations at BHCF, the status of existing and projected capital expenditures, and any material changes in operations, services, or facilities that are being contemplated by senior management of Lessee.

(E) Lessee will not enter into any agreement which results in Lessor's loss of tax exempt status.

(F) For calendar year 2021, Lessor shall have the right to approve capital and operating budgets of the Hospital.

6. Lessee Operational Covenants.

Lessee (as directed and supported by BJC and its Affiliates), in its operation of the Hospital:

(A) Subject to the terms of this Operating Agreement and the Transition Agreement, pursue in good faith, using commercially reasonable efforts, financial and

quality performance at BHCF through management of the operations of BHCF consistent with past practice under the Existing Lease.

(B) Continue to provide medical care to indigent residents of the County in accordance with the statutory and historical indigent care requirements of BHCF.

(C) Maintain all required licenses, permits and approvals required to operate the Hospital.

(D) Comply with all laws, rules and orders of all federal, state, and municipal governments, or departments, which may be applicable to Lessee or the Leased Property.

(E) Perform exclusively through BHCF all County related health services (which includes services in those counties set forth in Exhibit E attached hereto and made a part hereof, (the "**Additional Counties**") and which could be provided or managed by BHCF or its medical staff). Lessee will not directly or through any affiliated entity acquire, lease or manage a competing facility in the County or any of the Additional Counties during the Term without Lessor's prior written consent. Notwithstanding the foregoing, Lessor agrees that neither Lessee nor CHSDC will be in violation of the provisions of the immediately preceding sentence in the event Lessee or an entity affiliated with Lessee, CHSDC or BJC acquires or merges with a healthcare provider whose primary facilities are located outside the County and the Additional Counties but which may have ancillary facilities located within the County or Additional Counties, so long as such ancillary facilities are not the site currently referred to as University of Missouri Hospital.

(F) During the Term of this Operating Agreement, Lessee and BJC shall use commercially reasonable efforts to retain all employees employed by Lessee or other affiliates of BJC who provide services in the operation of the Hospital, subject to ordinary course performance and evaluation reviews and actions related thereto.

(G) Maintain provider status with Medicare and Medicaid and other similar payer eligibility criteria.

(H) Make payments and discharge obligations of BHCF in good faith and in the ordinary course of business in accordance with normal policies of Lessee.

(I) Work in good faith with Lessor and its representatives to resolve any disagreements relating to the Transition;

(J) Refrain from canceling or waiving any rights in respect of, or selling, transferring, distributing or disposing of, any of the Leased Property, except in the ordinary and regular course of business.

(K) Maintain property and comprehensive general and professional liability insurance coverage (under commercial, pooled or self-insurance plans) as required in Section 11 hereof.

(L) Operate the Hospital under the name "Boone Hospital Center" (unless Lessor and Lessee approve a change in such name).

(M) Permit and encourage the continued operation of auxiliary and volunteer services in accordance with historic patterns.

(N) Provide 62 parking spaces in the Hospital parking lot for the benefit of the County nursing home.

(O) Employee Benefits. During the Term of this Operating Agreement, Lessee and BJC shall ensure that, consistent with past practices, Lessee's BHCF employees continue to have access to the same employment benefits package as similarly situated employees at BJC and its other Affiliates.

7. Lessor Operational Covenants.

Lessor shall, during the Term of this Operating Agreement:

(A) Except for those relationships set forth on Exhibit A, work exclusively with Lessee in connection with the provision of health care services, and shall not own, operate, manage or invest in any health care business in competition with Lessee.

(B) Act in a timely and good faith manner with respect to consents and approvals required under this Operating Agreement.

(C) Provide information to Lessee, and execute any documents, which are reasonably necessary or convenient to Lessee in the discharge of its obligations hereunder.

County shall not, during the Term of this Operating Agreement, own, operate or have a financial interest in any other acute care hospital located within Boone or any of the Additional Counties.

8. Repairs.

Lessee is concerned with not only the quality of health care services provided at the Hospital but also the environment in which it provides such services. Therefore, during the Term of this Operating Agreement, Lessee shall be responsible for all maintenance and mechanical and structural repairs, including but not limited to all glass, partitions, doors, roof, electrical, plumbing, heating, air conditioning, fixtures, equipment and appurtenances thereof. It is the intention of the parties that Lessee shall be responsible for any and all repairs and maintenance required of the Leased Property during the Term of this Operating Agreement. The costs of such repairs shall be an Operating Expense of the Hospital and paid out of BHCF Net Revenues as provided in Section 4(A)(i) hereof.

9. Assignment.

Lessee shall not assign this Operating Agreement without the written consent of Lessor.

10. Utilities and Services.

Lessee agrees to pay for water, fuel, gas, oil, heat, electricity, power and other services which may be furnished or used by Lessee. All such utilities and other services shall be an Operating Expense of the Hospital and paid out of BHCF Net Revenues as provided in Section 4(A)(i) hereof.

11. Insurance.

(A) Liability Insurance. Lessee agrees to carry commercial general liability insurance or self-insurance at Lessee's option with a combined single limit of liability in an amount not less than the amounts historically maintained by BJC as set forth on Exhibit J attached hereto and made a part hereof, to protect Lessor from claims arising from any act or omission of Lessee or of Lessor or any of their contractors, licensees, invitees, agents, servants or employees, naming Lessor as an additional insured (to the extent permitted under such coverage). The insurance will pay damages arising out of accident, injury, or death of any person or the damage to property of any person occurring during the Term of this Operating Agreement in accordance with its terms.

(B) Property Insurance. Lessee shall also maintain special form (formerly known as all risk) insurance on the improvements, other Leased Property and the Other BHCF Assets for the full replacement value of such improvements and other Leased Property as set forth on Exhibit J. Lessor and/or the County shall be named as loss payees on such policy as their interests may appear. The additional property owned by Lessor and described in Exhibit F attached hereto and made a part hereof, shall be included in the assets insured under this paragraph, and the Lessee shall also provide general liability insurance (or self-insurance) for those properties under the terms of Section 11(A) of this Operating Agreement. Lessor shall be added as an additional insured and/or loss payee under the commercial casualty coverage, if and to the extent permitted by Lessee's underwriters.

(C) Professional Liability Insurance. Lessee agrees to provide a policy of professional liability insurance (or self-insurance, at Lessee's option) under which Lessor is also named as an insured. The minimum limits of professional liability insurance coverage shall be an amount not less than the amounts historically maintained by BJC for every claim as set forth on Exhibit J, an annual aggregate set forth on Exhibit J, and an umbrella insurance policy in an amount not less than the amounts historically maintained by BJC for every claim as set forth on Exhibit J.

(D) Insurance Carriers. Each policy of insurance required to be maintained under this Section 11 shall be carried by a responsible insurance carrier authorized to do business in the State of Missouri or, at Lessee's option, a domestic or foreign captive insurance company of which BJC has a fifty percent (50%) or greater interest.

Duplicate certificates of insurance shall be delivered to Lessor and shall state that the insurance is not cancelable without at least ten (10) days advance written notice to Lessor. Notwithstanding anything in this Section 11 to the contrary, Lessee shall be permitted to establish, maintain and provide all insurance required hereunder under a self-insurance or pooled self-insurance fund, provided that Lessee shall provide to Lessor annually a report evidencing that such self-insurance plan or program is actuarially sound. All such insurance maintained by Lessee and allocable to BHCF pursuant to this Section 11 shall be an Operating Expense of the Hospital and paid out of BHCF Net Revenues as provided in Section 4(A)(i) hereof.

(E) Defense of County. In the event of a claim arising out of the operation of the BHCF during the Term in which the County is named as a defendant, Lessor will defend the County unless and until a conflict of interest between Lessor and the County shall arise.

(F) Notice of Change in Coverage. Each policy of insurance required to be maintained under this Section 11 and as set forth on Exhibit J shall be maintained during the Term at limits consistent with those amounts set forth on Exhibit J and such insurance coverages shall not be modified to provide lower coverages without providing Lessor with thirty (30) days prior written notice. Each of the policies required to be maintained under this Section 11 and as set forth on Exhibit J shall be maintained by Lessee in accordance with its terms following the Hospital Transition Date while Pre-Term Claims remain unresolved.

12. Representations and Warranties of Lessor and County.

Lessor and the County hereby represent and warrant to Lessee that the statements set forth below in this Section are true and correct as of the date of this Operating Agreement.

(A) Organization and Authority. The board of Lessor is duly elected and in good standing under the laws of the State of Missouri. Lessor has the full power, right and authority to enter into and perform its obligations under this Operating Agreement, subject to the approval of the County. Subject to obtaining the County Approval, the execution, delivery and performance of this Operating Agreement by Lessor has been duly and properly authorized by proper governmental action by Lessor in accordance with applicable law and, subject to obtaining the County Approval, this Operating Agreement constitutes a valid and binding obligation of Lessor, enforceable against it in accordance with its terms. The execution, delivery and performance of this Operating Agreement by the County has been duly and properly authorized by proper governmental action by the County in accordance with applicable law and this Operating Agreement constitutes a valid and binding obligation of the County, enforceable against it in accordance with its terms.

(B) Transaction Not a Breach. Except for the County Approval, neither the execution or delivery of this Operating Agreement nor its performance will conflict with or result in a material breach of the terms, conditions or provisions of any contract,

agreement, mortgage, trust, deed, note, bond indenture or other instrument or obligation of any nature to which Lessor is a party or by which Lessor is bound; and neither the execution and delivery of this Operating Agreement nor its performance will contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment, or decree, nor will this Operating Agreement require the approval, consent or permission of any governmental or regulatory body or authority, other than obtaining the County Approval, and Lessor and the County have received no notice which is inconsistent with the foregoing. With regard to this representation and the representation set forth in Section 12(A) above regarding compliance with the County Hospitals Act, as amended (the "**Act**"), the County and Lessor have relied upon competent counsel that this Operating Agreement does not contravene or violate the Act.

(C) Real Estate. The County or the County by and through the Lessor is the sole owner of, and has good, valid, marketable and indefeasible title to the Leased Property free and clear of any material liens, mortgages, deeds of trust, charges, encumbrances, pledges and hypothecations of any kind, nature and description, subject to all matters of record pertaining to the Leased Property in the County and all matters that a true and correct survey would reveal. The County and Lessor are not now, and will not be, in default in respect of any of its obligations or liabilities pertaining to the Leased Property, which default alone or together with any other such default would have a material and adverse effect on the business and operation of the Hospital and there is not any state of facts or circumstances or conditions or event which, after notice or lapse of time, would constitute or result in any such default. There are presently no leases in existence with respect to the Leased Property. All notices of completion and certificates of occupancy required under applicable local law with respect to the Leased Property have been obtained. To the best of the knowledge of the County and Lessor, neither the whole nor any portion of the Leased Property is subject to any pending condemnation, taking or other similar proceeding by any governmental authority or agency, and neither Lessor nor the County know, or are there any grounds under which either Lessor or the County should know, that any such condemnation or taking is threatened or contemplated, and to the best of the knowledge of Lessor and the County, (a) there is no claim, study or effort by any governmental authority or agency which in any way materially and adversely affects or would materially and adversely affect the present use or zoning of the Leased Property nor (b) is there any existing, proposed or contemplated plan to widen, modify or realign any street or highways situated or touching upon the Leased Property. To the best of each of the knowledge of Lessor and the County, neither the Leased Property nor the occupancy or operation thereof is in violation of any law, including any laws, rules or regulations relating to the health and safety and protection of the environment, or any building, zoning, fire, health or other ordinance, code and neither Lessor nor the County has received any notice alleging any such violation or requiring or calling attention to the needs for any work, repairs, construction, alterations or installation on or in connection with the Leased Property which has not been heretofore complied with by Lessor or the County as applicable, at their sole cost and expense. To the best of the knowledge of Lessor and the County, Lessor has the legal and contractual rights to use the Leased Property for the business and operations presently conducted thereon.

(D) Material Misstatements or Omissions. None of the information contained in the representations and warranties of Lessor and the County or set forth in this Operating Agreement or in any of the exhibits contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

(E) Scope of Representations and Warranties. The representations and warranties of Lessor and the County contained herein are the exclusive representations and warranties provided by the County and Lessor and the County and Lessor make no warranties, statutory, express or implied, except as provided for herein.

13. Representations and Warranties of Lessee.

Lessee represents and warrants to the County and Lessor that the statements set forth below in this Section are true and correct as of the date of this Operating Agreement.

(A) Organization Authority. Lessee is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has the full power, right and authority to enter into and perform its obligations under this Operating Agreement. The execution, delivery and performance of this Operating Agreement by Lessee has been duly and properly authorized by proper corporate action in accordance with applicable law and with the Articles of Incorporation and Bylaws of Lessee, and this Operating Agreement constitutes a valid and binding obligation of Lessee enforceable against it and in accordance with its terms.

(B) Transaction Not a Breach. Neither the execution and delivery of this Operating Agreement nor its performance will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of Lessee or any contract, agreement, mortgage, trust, deed, note, bond indenture or other instrument or obligation of any nature to which Lessee is a party or by which Lessee is bound; and to Lessee's actual knowledge neither the execution and delivery of this Operating Agreement nor its performance will contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment or decree or require the approval, consent or permission of any governmental or regulatory body or authority other than the County; and Lessee has received no notice which is inconsistent with the foregoing.

(C) Material Misstatements or Omissions. None of the information contained in the representations and warranties of Lessee and as set forth in this Operating Agreement or in any of the exhibits contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

(D) Scope of Representations and Warranties. The representations and warranties of Lessee contained herein are the exclusive representations and warranties

provided by Lessee, and Lessee makes no warranties, statutory, express or implied, except as provided for herein.

14. Default.

(A) Default by Lessee. The occurrence of any of the following shall constitute a default of Lessee under this Operating Agreement:

(i) Lessee's permanent loss of its license to operate the Hospital or its status as a Medicare provider;

(ii) Filing by Lessee in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit of creditors, if within sixty (60) days after the commencement of any such proceeding such proceeding shall not have been dismissed;

(iii) The failure of Lessee to make one or more of the payments required under Section 4(A)(iii) hereof, and such failure shall continue for sixty (60) days after written notice of such failure from Lessor to Lessee; or

(iv) The failure of Lessee to pay a final arbitration award granted in favor of Lessor and against Lessee pursuant to Section 15 hereof, and such failure shall continue for thirty (30) days after written notice of such failure from Lessor to Lessee.

(v) The failure of Lessee to make one or more of the payments required hereunder (except for those payments required under Section 4(A)(iii)), and such failure shall continue for thirty (30) days after written notice of such failure from Lessor to Lessee;

(vi) The failure of Lessee to perform or comply with any of the terms, conditions or covenants contained in this Operating Agreement to be performed or complied with by Lessee, and such failure shall continue for thirty (30) days after written notice of such failure from Lessor to Lessee; provided, however, that if such breach cannot be cured within such thirty (30) day period, Lessee shall not be in default if within such thirty (30) day period Lessee shall have commenced to cure such breach and shall continue its efforts to effect such cure with due diligence; or

(vii) Any acts of Lessee or any failure of Lessee to do any acts required of Lessee hereunder which triggers any event of "default" as defined in the bond documents pertaining to bonds issued by the County and secured against the Hospital property and Hospital operations, and such failure is not cured within the time period set forth in the bond documents for curing such default.

(B) Default by Lessor. The occurrence of any of the following shall constitute a default of Lessor under this Operating Agreement:

(i) The failure of Lessor to perform or comply with any of the terms, conditions or covenants contained in this Operating Agreement to be performed or complied with by Lessor, and such failure shall continue for thirty (30) days after written notice of such failure from Lessee to Lessor; provided, however, that if such breach cannot be cured within such thirty (30) day period, Lessor shall not be in default if within such thirty (30) day period Lessor shall have commenced to cure such breach and shall continue its efforts to effect such cure with due diligence;

(ii) The failure of Lessor to pay a final arbitration award granted in favor of Lessee and against Lessor pursuant to Section 15 hereof, and such failure shall continue for thirty (30) days after written notice of such failure from Lessee to Lessor (such failure shall automatically be deemed a material default of Lessor);

(iii) Filing by the Lessor in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Lessor's property, or an assignment by the Lessor for the benefit of creditors, if within sixty (60) days after the commencement of any such proceeding such proceeding shall not have been dismissed; or

(iv) If any event of "default" as defined in the bond documents shall occur (other than a default pursuant to Section 14(B)(iii) hereof) pertaining to bonds issued by the County and secured against the Hospital property and Hospital operations, and such failure is not cured within the time period set forth in the bond documents for curing such default.

15. Dispute Resolution. Except as otherwise set forth in this Operating Agreement, any controversy, dispute, or disagreement between the parties arising out of or relating to this Operating Agreement, the breach thereof, or the subject matter thereof, shall be resolved in accordance with the dispute resolution and arbitration process set forth in Article VII of the Transition Agreement.

16. Waiver of Breach.

The failure of either party to insist upon strict performance of any term or condition of this Operating Agreement shall not be deemed a waiver of any right or remedy that such party may have, and shall not be deemed a waiver of any subsequent breach of such term or condition.

17. Indemnification.

(A) To the extent permitted by law, CHSDC shall indemnify Lessor and its affiliates from all liabilities, claims, suits or demands for damages arising out of, relating

to, or in connection with (1) any breach by Lessee of any terms or provisions of this Operating Agreement during the Term, (2) any misrepresentation, breach of warranty, breach of covenant or agreement by Lessee or CHSDC arising from this Operating Agreement during the Term, (3) the Retained Liabilities, and (4) the operations of BHCF, the Leased Property, the Other BHCF Assets, and the CHAS Companies prior to the Termination Date. This provision shall survive the expiration or earlier termination of this Operating Agreement.

(B) To the extent permitted by law, Lessor shall indemnify CHSDC and its affiliates from all liabilities, claims, suits or demands for damages arising out of, relating to, or in connection with (1) any breach by Lessor of any terms or provisions of this Operating Agreement, (2) any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Operating Agreement, and (3) the Assumed Liabilities. This provision shall survive the expiration or earlier termination of this Operating Agreement.

(C) To the extent permitted by law, CHSDC shall indemnify the County from all liabilities, claims, suits or demands for damages arising out of, relating to, or in connection with (1) any breach by Lessee of any obligation owed to the County by Lessee under any terms or provisions of this Operating Agreement during the Term, and (2) any misrepresentation, breach of warranty, breach of covenant or agreement arising from this Operating Agreement. This provision shall survive the expiration or earlier termination of this Operating Agreement.

(D) To the extent permitted by law, the County shall indemnify Lessor, Lessee and Lessee's current and former affiliates, from all liabilities, claims, suits or demands for damages in connection with (1) any breach by the County of any obligation owed to the Lessee or Lessor by the County under any terms or provisions of this Operating Agreement, and (2) any misrepresentation, breach of warranty, breach of covenant or agreement by the County arising from this Operating Agreement. This provision shall survive the expiration or earlier termination of this Operating Agreement.

18. Condemnation.

(A) Whole Taking. If the whole of the Leased Property shall be taken or condemned by any competent authority for any public use or purpose, then the Term hereby granted shall cease on the day of taking of possession by such authority or on the day of vesting of title in such authority, whichever first occurs.

(B) Partial Taking. If a portion of the Leased Property or Other BHCF Assets shall be condemned or taken and, as a result, there shall be such a major change in the character of the Leased Property as to prevent Lessee from using the same in substantially the same manner as before, then Lessee may either cancel and terminate this Operating Agreement, or, continue to occupy the remaining portion; provided, however, the Lessee shall give written notice to the Lessor, within fifteen (15) days after the date of any such taking or vesting of title, of its election.

If Lessee shall remain in possession and occupation of the remaining portion of the Leased Property, all the terms and conditions of this Operating Agreement shall remain in full force and effect with respect to such remaining portion. Lessor shall, at Lessor's own expense, promptly (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements, and other extraordinary conditions beyond Lessor's reasonable control) do such work as to make a complete architectural unit of the remainder of the building on the Leased Property, and this Operating Agreement shall continue for the balance of its Term, subject to the terms and conditions herein stated.

(C) Proceeds. Lessee shall be entitled to that portion of the condemnation award attributable to the value of Lessee's leasehold estate. Lessor shall be entitled to the remainder of the award.

(D) Forbearance by County. The parties acknowledge that the County has the authority to commence condemnation proceedings against the Leased Property or the leasehold estate created by this Operating Agreement. The County covenants that it will forbear from commencing any condemnation proceedings against the Leased Property or the leasehold estate created by this Operating Agreement during the Term of this Operating Agreement, as the same may be extended.

19. Covenant of Quiet Enjoyment.

Lessor covenants and warrants that if Lessee shall discharge its obligations hereunder, Lessee and its successors in interest shall have and enjoy during the Term hereof the quiet undisturbed possession and enjoyment of the Leased Property without hindrance from Lessor or anyone claiming by, through or under Lessor.

20. Guarantee of Performance.

Lessee's performance of the obligations of Lessee as set forth in this Operating Agreement shall be guaranteed by CHSDC.

21. Fiscal Year.

The fiscal year of the Hospital shall begin on January 1 and end on December 31 of each year, unless changed with the mutual consent of Lessee and Lessor.

22. Proration.

If this Operating Agreement terminates prior to the completion of a full calendar year for any reason, then all payments due and calculations made with reference to annual operating results of the Hospital during the last calendar year of the Hospital in which this Operating Agreement is in effect shall be prorated based upon the number of days this Operating Agreement is in effect during such calendar year.

23. Destruction of Property.

In the event of a total or partial destruction of the Leased Property or Other BHCF Assets from any cause, the Lessor shall repair the same, provided Lessee shall be entitled to terminate this Operating Agreement if such repairs cannot, in the reasonable estimation of Lessee, be completed within the Term of this Operating Agreement. All insurance proceeds shall be made available to the Lessor to effect the required repairs. In the interest of time, the Lessee may, at its option, elect to make the necessary repairs, in which event the insurance proceeds shall be made available to the Lessee for that purpose.

All cash proceeds from fire and casualty policies shall be expended to repair or replace damaged assets, provided, however, Lessor shall fund any and all costs of such repair or replacement in excess of such insurance proceeds.

The proceeds of any business interruption insurance maintained by Lessee shall be treated as BHCF Net Revenues under the terms of this Operating Agreement and the Transition Agreement.

24. Conditions Precedent.

(A) Notwithstanding anything in this Operating Agreement to the contrary, this Operating Agreement shall be of no force and effect unless and until the following have occurred (collectively, the "**Lessee Conditions Precedent**"):

(i) The receipt of all necessary approvals, if any, required under all three prior bond issuances and as deemed necessary by Lessee for the entering into of this Operating Agreement;

(ii) Lessor's outside counsel shall have provided to Lessee an opinion of counsel in a mutually agreed upon form, to be attached hereto as Exhibit G and made a part hereof;

(iii) Counsel to the County shall have provided to Lessee an opinion of counsel in a mutually agreed upon form, to be attached hereto as Exhibit H and made a part hereof; and

(iv) Lessor and Lessee shall have prepared and delivered to each other mutually agreed upon forms of all Exhibits (A through and including J) to this Operating Agreement, which Exhibits when so delivered shall be deemed to be attached to this Operating Agreement and made a part hereof as of the Effective Date.

(B) Notwithstanding anything in this Operating Agreement to the contrary, this Operating Agreement shall be of no force and effect unless and until the following have occurred (collectively, the "**Lessor Conditions Precedent**" and together with the Lessee Conditions Precedent, the "**Conditions Precedent**"):

(i) The receipt of all necessary approvals, if any, required under all three prior bond issuances and as deemed necessary by Lessor for the entering into of this Operating Agreement;

(ii) Lessee shall have provided to Lessor an opinion of counsel in a mutually agreed upon form, to be attached hereto as Exhibit I and made a part hereof;

(iii) Lessor and Lessee shall have prepared and delivered to each other mutually agreed upon forms of all Exhibits (A through and including J) to this Operating Agreement, which Exhibits when so delivered shall be deemed to be attached to this Operating Agreement and made a part hereof as of the Effective Date; and

(iv) Lessor shall have received the County Approval.

Lessee and Lessor covenant and agree to work diligently in good faith to cause the Conditions Precedent to be satisfied on or before April 30, 2020. If the Conditions Precedent have not been satisfied or waived in writing by Lessor or Lessee, as applicable, on or before April 30, 2020, Lessee and Lessor shall act in good faith and use commercially reasonable efforts to satisfy any of the outstanding Conditions Precedent and if any disputes or issues exist with respect to any such Conditions Precedent, Lessee and Lessor agree to follow the procedures set forth in Article VII of the Transition Agreement.

25. Savings Provision.

Lessor and Lessee acknowledge that the consideration to be paid by each party hereunder is prospective and that such consideration is good, valuable and sufficient and that this Operating Agreement is entered into in accordance with all applicable laws and regulations. However, in the event the validity of this Operating Agreement is challenged, the Commencement Date of this Operating Agreement shall be automatically modified to be the earliest date after which all of the parties to this Operating Agreement have executed this Operating Agreement and the Conditions Precedent set forth in Section 24 have been met.

26. Notice.

Any notice or other communication which either party is required or desires to give to the other party shall be in writing and shall be hand delivered or delivered by U.S. Registered or Certified Mail return receipt requested or an overnight mail service which provides a record of receipt (the date of such notice shall be date of delivery to the other party) and addressed as follows or to such other address as the parties may designate to the other party hereto in writing:

To: Lessor Board of Trustees of Boone County Hospital
1600 East Broadway
Columbia, Missouri 65201
Attention: Chairman

With a Copy to: Jones, Schneider and Bartlett
11 North Seventh Street
Columbia, Missouri 65201
Attention: Thomas Schneider

Polsinelli
100 S. Fourth Street, Suite 1000
St. Louis, Missouri 63102
Attn: Mark H. Goran

To: Lessee CH Allied Services, Inc.
11155 Dunn Road
St. Louis, Missouri 63136
Attention: President

With a Copy to: BJC HealthCare
4901 Forest Park Avenue, 12th Floor
St. Louis, Missouri 63108-2259
Attention: General Counsel

To: County County Commission
c/o Boone County Government Center
801 E. Ash
Columbia, Missouri 65201
Attention: Presiding Commissioner

To: Christian Health Services Development Corporation
Development Corporation
11155 Dunn Road
St. Louis, Missouri 63136
Attention: President

With a Copy to: BJC HealthCare
4901 Forest Park Avenue, 12th Floor
St. Louis, Missouri 63108-2259
Attention: General Counsel

All notices shall be deemed delivered when actually hand delivered or when deposited in the United States mail.

27. Successors.

All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, provided that nothing in this Section shall be deemed to permit any assignment, subletting, occupancy, or use contrary to the provisions of this Operating Agreement.

28. Severability.

In the event any portion of this Operating Agreement is found to be unlawful or unenforceable, the remaining terms and conditions of this Operating Agreement shall remain in full force and effect between the parties.

29. Estoppel Certificates.

The parties agree from time to time, upon not less than fifteen (15) days prior written request to execute, acknowledge and deliver to the other party a statement certifying that this Operating Agreement is unmodified and in full force and effect and that there are no uncured defaults of Lessor or Lessee under this Operating Agreement (or, if there have been any modifications or if such party is claiming that there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail), the dates to which any amounts required hereunder have been paid, whether any options in this Operating Agreement have been exercised, and any other reasonable information requested by Lessor, Lessee or their designees.

30. Third Parties.

The provisions of this Operating Agreement are not intended to be for the benefit of any person or entity which is not a party to this Operating Agreement, and no such person or entity shall obtain any rights under any provision of this Operating Agreement or shall by reason of any provision under this Operating Agreement make any claim against Lessor, Lessee, the County, or any of the Leased Property.

31. Medical Plaza III.

Lessor agrees to lease to Lessee such space in Medical Plaza III as shall be reasonably requested by Lessee. The rent for the use of such space shall be the fair rental value of similar space in the Columbia, Missouri area.

32. Miscellaneous.

(A) The Section captions in this Operating Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof. Capitalized terms not defined in this Operating Agreement shall be defined as set forth in the Transition Agreement.

(B) This Operating Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

(C) This Operating Agreement, together with the Transition Agreement, constitutes the entire agreement between the parties with respect to the Leased Property, and any prior written or oral agreements are without effect. This Operating Agreement expressly replaces and entirely supersedes any previous leases and agreements between Lessor and Lessee with respect to the Leased Property, including, but not limited to, the Existing Lease.

(D) Lessor and Lessee each warrant, represent and agree that no broker was involved on its behalf in negotiating or consummating this Operating Agreement and agree to indemnify and hold the other harmless from and against any and all claims for brokerage commissions arising out of any communications or negotiations with any broker regarding the Leased Property.

(E) Any addenda or amendments to this Operating Agreement must be in writing and executed by the parties.

(F) The Trustees are executing this Operating Agreement solely in their statutory capacity and not in their individual capacities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Lessor and Lessee have executed this Operating Agreement as of the date first set forth above.

THIS OPERATING AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

LESSOR:

BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: James D. Kuntz MD
Its: Chair

LESSEE:

CH ALLIED SERVICES, INC.

By: _____
Its: _____

CHSDC:

CHRISTIAN HEALTH SERVICES
DEVELOPMENT CORPORATION

By: _____
Its: _____

ACKNOWLEDGEMENT AND APPROVAL:

The Boone County Commission hereby approves this Operating Agreement and acknowledges its representations and warranties and all rights, liabilities and obligations under this Operating Agreement and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: _____
Its: _____

IN WITNESS WHEREOF the Lessor and Lessee have executed this Operating Agreement as of the date first set forth above.

THIS OPERATING AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

LESSOR:

BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: _____
Its: _____

LESSEE:

CH ALLIED SERVICES, INC.

By: *Douglas Van Pelt*
Its: *BCG Group President*

CHSDC:

CHRISTIAN HEALTH SERVICES
DEVELOPMENT CORPORATION

By: *Joe Magder*
Its: *President*

ACKNOWLEDGEMENT AND APPROVAL:

The Boone County Commission hereby approves this Operating Agreement and acknowledges its representations and warranties and all rights, liabilities and obligations under this Operating Agreement and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: *Daniel Atwill*
Its: _____

EXHIBIT A

Boone Hospital Center Facilities

EXHIBIT B

Lessor's Excluded Assets

EXHIBIT C

Lessee's Excluded Assets

EXHIBIT D

BJC Corporate Management Services

1. Billing & Compliance
2. Managed Care Contracting
3. Reimbursement Review and Consultation
4. Government Affairs support
5. Charge Description Master (CDM) Analysis
6. Audit Services
7. Risk Management
8. Legal Services
9. In House Communications (Newsletter)
10. Marketing
11. Planning
12. Physician Referrals and Health Promotions
13. Compensation Consultation (Human Resources)
14. Employee Health & Welfare
15. Benefits Consultation
16. Quality & Effectiveness
17. Performance Improvement Initiative Support
18. Information Services-Operations (in accordance with Section 4(A)(iv) and (v))
19. Telecommunications
20. Payroll Processing
21. Accounts Payable/Vendor Payables Processing
22. Cost Report Filings
23. Physician Credentialing
24. Grant Oversight
25. Bed Licensing
26. Clinical Documentation
27. ACO Services
28. Supply Chain Management

EXHIBIT E

Additional Counties

EXHIBIT F

Additional Property Owned by Lessor

EXHIBIT G

Lessor Counsel Opinion Letter

EXHIBIT H

County Counsel Opinion Letter

EXHIBIT I

Lessee Counsel Opinion Letter

EXHIBIT J

Insurance

FIRST AMENDMENT TO TRANSITION OPERATING AGREEMENT

BOONE HOSPITAL CENTER

THIS FIRST AMENDMENT TO TRANSITION OPERATING AGREEMENT (this "**Amendment**") is executed and entered into as of March 23, 2020 by and among the Board of Trustees of Boone County Hospital, which is a hospital organized pursuant to Chapter 205, Revised Statutes of Missouri ("**Lessor**"), CH Allied Services, Inc., a Missouri nonprofit corporation ("**Lessee**"), Christian Health Services Development Corporation, a Missouri nonprofit corporation ("**CHSDC**"), and Boone County ("**County**").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Transition Operating Agreement dated effective as of February 24, 2020 (the "**Operating Agreement**");

WHEREAS, the parties desire to amend and/or clarify certain provisions of the Operating Agreement as set forth in this Amendment;

WHEREAS, capitalized terms not defined in this Amendment shall be defined as set forth in the Operating Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Amendment to Section 4(A)(iii). Section 4(A)(iii) of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

(iii) In consideration of the approval by the County of this Operating Agreement, Lessee shall pay to the County a base payment (the "**County Payment**") of Two Million Thirty Six Thousand Six Hundred Twenty One Dollars and no cents (\$2,036,621.00) per annum during the Term (as prorated to account for the length of the Term), in equal quarterly payments. An additional payment (the "**Community Health Payment**") of Five Hundred Eighty Thousand Sixty Nine Dollars and Thirty Seven cents (\$580,069.37) per annum during the Term (as prorated to account for the length of the Term), shall be paid as an Operating Expense of BHCF, with such funds restricted for use by the County for community medical or health needs.

2. Amendment to Notice. The address for the County in Section 26 of the Operating Agreement shall be deleted in its entirety and replaced with the following:

County Commission
c/o Boone County Government Center
801 E. Walnut, Room 333
Columbia, Missouri 65201

3. Miscellaneous.

(A) The Section captions in this Amendment are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof. Capitalized terms not defined in this Amendment shall be defined as set forth in the Operating Agreement.

(B) This Amendment shall be construed and enforced in accordance with the laws of the State of Missouri.

(C) Except as set forth in this Amendment, this Amendment shall not modify any terms, conditions, rights or responsibilities contained in the Operating Agreement, all of which shall remain the same, and in full force and effect and binding on the parties.

(D) The Trustees executed the Operating Agreement and are executing this Amendment solely in their statutory capacity and not in their individual capacities.

(E) This Amendment may be executed and delivered by facsimile or other electronic transmission, in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one agreement that is binding upon each of the parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Lessor and Lessee have executed this Amendment as of the date first set forth above.

LESSOR:

BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: _____
Its: _____

LESSEE:

CH ALLIED SERVICES, INC.

By: _____
Its: _____

CHSDC:

CHRISTIAN HEALTH SERVICES
DEVELOPMENT CORPORATION

By: _____
Its: _____

COUNTY:

BOONE COUNTY COMMISSION

By: *Daniel Atwill*
Its: _____