

AGREEMENT

by and between:
SEDGWICK COUNTY, KANSAS
and
CENTRAL PLAINS REGIONAL HEALTH CARE FOUNDATION

This agreement is entered into as of this _____ day of _____, 2011, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Central Plains Regional Health Care Foundation, hereinafter referred to as "Provider."

WITNESSETH:

WHEREAS, Provider operates a program called Project Access that coordinates access to donated volunteer medical care and services for uninsured, low-income residents of Sedgwick County; and

WHEREAS, Project Access provides access to specialty medical care for eligible participants and there is no equivalent program available to residents of Sedgwick County; and

WHEREAS, the County, in partnership with the City of Wichita, has agreed to assist Project Access with the cost of physician-prescribed prescription medications, medical supplies and equipment, and testing conducted by local hospitals and laboratories up to \$2,000 per patient per year;

WHEREAS, County has allocated funding through its budget process to assist uninsured citizens of Sedgwick County with the costs of prescription medications, medical supplies and equipment, and testing conducted by local hospitals and laboratories; and

WHEREAS, Provider warrants that it is capable of providing the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Provider Status: Provider is a grant recipient of funds provided through County's budget process.

2. Term: The term of this agreement commences upon January 1, 2011, and terminates on December 31, 2011. Notwithstanding the foregoing, the term of this agreement may continue for a reasonable time after December 31, 2011 if: (A) both parties mutually agree to continue operating under the terms of this agreement while actively negotiating an agreement for 2012; and (B) funds are available for the 2012 program year.

3. Purpose: It is mutually agreed by and between County and Provider that the purpose of

this agreement is to provide assistance to individuals at or below 200% of the federal poverty guideline with the cost of prescription medications; physician-prescribed medical supplies and equipment, and testing to be donated by local hospitals and laboratories, up to \$2,000 per patient per year. Provider agrees to submit quarterly financial reports detailing expenditures.

4. Program Goals and Objectives.

- a. Enrolled patients will access the donated care needed to meet their health care needs, including prescription medications, physician-prescribed medical supplies and equipment, and testing.
- b. Every patient enrolled in Project Access will have access to the described health care they need, as deemed appropriate by the medical care provider.
- c. At least eighty percent (80%) of patients that respond to a patient satisfaction survey will report having a positive experience with the program while enrolled in Project Access.

5. Compensation: Provider and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to Provider for performance of this agreement exceed the maximum amount of \$250,000.00. Payment is made quarterly for one-fourth of the total amount after receipt and review of the quarterly financial report. An invoice is required to process all payments.

6. Relationship of Parties: It is agreed that the legal relationship between Provider and County is of a contractual nature. Both parties assert and believe that Provider is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Provider is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Provider, and employees of Provider, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider, and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

7. Governing Law. The terms and provisions of this agreement shall be construed in accordance with the laws of the State of Kansas.

8. Entire Contract and Provision. This agreement contains the entire agreement and understanding of the parties and supersedes all oral and written representations and statements between the parties. This agreement may be amended only in writing, signed by both parties.

9. Notification. Notifications required pursuant to this agreement shall be made in writing and mailed to the addresses shown below. Notification shall be complete upon mailing.

County: Sedgwick County Health Department

Attn: Claudia Blackburn, Director
1900 E. 9th
Wichita, KS 67214
PHONE: (316) 660-7339
FAX: (316) 262-1980

Sedgwick County County Counselor
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Provider: Central Plains Regional Health Care Foundation/Project Access
Attn: Anne Nelson
1102 S. Hillside
Wichita, KS 67211
PHONE: (316) 688-0600

10. Amendments to Agreement. To provide necessary flexibility for the most effective execution of this agreement, whenever both County and Provider mutually agree, changes to this agreement may be affected by placing them in written form and incorporating them into this agreement. Any changes which affect agreement objectives must be approved by the Sedgwick County Division of Human Services and the Sedgwick County Board of County Commissioners.

11. Severability. If any provision of this agreement is declared illegal or unenforceable, the other provisions of this agreement shall remain in full force and effect.

12. Termination. Either party to this agreement may cancel its obligations herein upon thirty (30) days prior written notice to the other party. It is hereby understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet County's obligation hereunder, County reserves the right to terminate this agreement upon thirty (30) days prior written notice to Provider.

13. Nondiscrimination. Provider shall observe the provisions of the Kansas acts against discrimination and shall not discriminate against any person in the performance of work under the present agreement because of race, religion, color, sex, disability, national origin or ancestry;

In all solicitations or advertisements for employees, Provider shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission;

If Provider fails to comply with the manner in which Provider reports to the Kansas Human Rights Commission in accordance with the provisions of KSA 44-1031 and amendments thereto, Provider shall be deemed to have breached the present contract and it may be canceled, terminated or suspended in whole or in part, by the County;

If Provider is found guilty of a violation of the Kansas acts against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Provider shall be deemed to have breached the present agreement and it may be canceled, terminated or suspended, in whole or in part, by the County;

Provider shall include the provisions of the above paragraphs 1 through 4, inclusively, in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or .

14. Incorporation of Appendices. Appendix A – Budget is attached hereto and made a part hereof.

IN WITNESS WHEREOF, County and Provider have executed this agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY ARNOLD, County Clerk

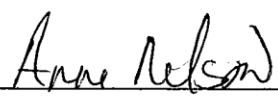
DAVID M. UNRUH, Chairman
Board of County Commissioners of
Sedgwick County, Kansas

APPROVED AS TO FORM ONLY:


CENTRAL PLAINS REGIONAL HEALTH
CARE FOUNDATION



BILL RAYMOND,
Assistant County Counselor



ANNE NELSON, Associate Executive
Director



JON ROSELL, Executive Director