

AGREEMENT

by and between:
SEDGWICK COUNTY, KANSAS
And the
CENTRAL PLAINS HEALTH CARE PARTNERSHIP, INC.

This agreement is entered into as of this _____ day of January, 2015, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Central Plains Health Care Partnership, a Kansas not-for-profit corporation, hereinafter referred to as "Provider" or "Contractor."

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 \$2,000.00 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, 2015, and terminates on December 31, 2015. Notwithstanding the foregoing, the term of this agreement may continue for a reasonable time after December 31, 2015 if: (A) both parties mutually agree to continue operating under the terms of this agreement while actively negotiating an agreement for 2016; and (B) funds are available for the 2016 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 prescribed 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 \$208,940.00. Payment is made quarterly for one-fourth of the total amount, presuming that Provider is entitled to that sum after receipt and review of the quarterly financial report. An invoice is required to process all payments. Nothing in this paragraph is meant to indicate that Provider shall be paid below the maximum amount of \$208,940.00 if any quarter is below the one-fourth sum if Provider has invoices and other documentation to support receipt of payment throughout the entire year to satisfy receipt of the maximum amount.

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. Insurance. Provider agrees to maintain the following minimum limits of insurance coverage throughout the term of this agreement:

Worker's Compensation:	
Applicable State Statutory Employers Liability	
Employers Liability Insurance:	\$500,000.00
Contractors Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00

Aggregate	\$500,000.00
Personal Injury:	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability B Owned, Non-owned, and Hired:	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Provider shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, employer's liability and workers compensation, which shall be delivered to the Office of the Sedgwick County Counselor prior to the start of work in order to review compliance with this Section. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

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: Adrienne Byrne-Lutz, Interim Health 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 Health Care Partnership/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 contract, whenever both County and Contractor mutually agree, changes to this

contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by the Director of the Division of Health and Human Services. Any line item change to the approved Appendix C - budget, must be requested and justified in writing to the Director of the Sedgwick County Health Department and approved by said department. Line item changes exceeding ten percent (10%) of the approved line item amount must be presented to and approved by the Director of the Division of Health and Human Services.

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—General Contractual Provisions, and Appendix B—Budget are 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

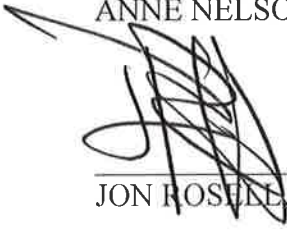
CENTRAL PLAINS HEALTH CARE
PARTNERSHIP, INC.

Chair, Board of County Commissioners
Sedgwick County, Kansas



ANNE NELSON, Executive Director

ATTEST:



JON ROSHEL, Secretary of the Board

KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:



JUSTIN M. WAGGONER
Assistant County Counselor

APPENDIX A- GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

- A. **Affirmation of Legal Authority.** Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.
- B. **Required Documentation.** Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. PERSONNEL.

- A. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.
- B. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- C. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.
- E. **Participant Safeguard.** Contractor certifies that:
 - 1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;
 - 2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and
 - 3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
 - 4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.
- F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 2.

3. PROHIBITION OF CONFLICTS OF INTEREST.

- A. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

- C. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Para. 9 of the agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.
- D. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

4. **FUNDING.**

- A. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.
- B. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to under spending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.
- C. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
- D. **Non-Supplanting Existing Funds.** Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.
- E. **Unexpended funds.** It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

5. **PROGRAM INCOME.**

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section Six (6) below, and shall be used to offset the costs related to the program.

6. **RECORDS, REPORTS AND INSPECTION.**

- A. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.
- B. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- C. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract. Under this agreement, Contractor shall submit quarterly reports to County.
- D. **Audit.** Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.
- E. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract. Contractor gives SRS/MH &DD, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.
- F. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.
- G. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. **METHOD OF BILLING AND PAYMENT.**

- A. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Para. 5 of the agreement, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

- B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Six (6) above.
 - C. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.
 - D. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.
 - E. **Mailing Address.** Payments shall be mailed to Contractor's address as listed in paragraph 9 of the agreement.
8. **PARTICIPANT INPUT.**
Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.
9. **LICENSES, PERMITS, AND INSURANCE.**
Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.
10. **EPA APPROVED BUILDING.**
Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.
11. **HANDICAPPED ACCESSIBILITY.**
Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation, and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.
12. **ASSIGNMENT.**
Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
13. **SUBCONTRACTING.**
None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.
14. **PUBLICATION OF CONTRACT RESULTS.**
 - A. **Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.
 - B. **Documentation of originality or source.** All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim, or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.
15. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - A. **Service Standards and Procedures.** Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.
 - B. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas.
 - C. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.
 - D. **Access to Meetings.** Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.
16. **INDEMNIFICATION AGREEMENT.**
Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

17. **Certificate of Tax Clearance.**

Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

18. **Debarment/Suspension.**

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

Central Plains Regional Health Care Partnership, Inc.
Project Access
Sedgwick County Grant
2015 Budget
Appendix B

Receipts

2015 Budget

Sedgwick County Grant	<u>208,940</u>
Total Receipts	<u><u>208,940</u></u>

Expenditures

Salary – Executive Director (.48 FTE)	52,924
Salary – Operations Manager (.05 FTE)	2,499
Salary – Prescription Coordinator (1.0 FTE)	30,886
Salary – Service Coordinator (.50 FTE)	16,646
Payroll Taxes and Benefits	32,289
Computer Services	5,725
Prescriptions and Durable Medical Equipment	<u>67,971</u>
Total Expenditures	<u><u>208,940</u></u>