

AGREEMENT BETWEEN
SEDGWICK COUNTY, KANSAS, THROUGH ITS HEALTH DEPARTMENT
AND
HEALTHCORE CLINIC INC.

This Agreement is made and entered into this _____ day of _____, 2015 in Wichita, Sedgwick County, Kansas by and between the Sedgwick County, Kansas, through its Health Department (the Health Department) and HealthCore Clinic, Inc., a Kansas not for profit corporation ("HealthCore"). The Health Department will serve as a backup to temporarily store vaccine due to power outages, refrigeration unit failure, or other similar situations (an Incident).

A. PURPOSE

In the case of an Incident at HealthCore's facility, the Health Department agrees to temporarily allow HealthCore to store its vaccines at the Health Department's facility until the Incident has been corrected. The parties agree to update contact person's information with each other and also provide after-hours telephone number(s) for which the parties may be able to reach the contact person for the other party. The location of each party's storage location is as follows:

Facility Name:	2716 W Central	HealthCore
Address	Wichita, KS 67203	2707 E 21 St
City State Zip	Barry Hughes	Wichita, KS 67214
Contact person		Alma Aguilar
Contact info	316-660-7347 (office)	
Phone	Barry.Hughes@sedgwick.gov	316-691-0249
Email	316-660 - 4915	aaguilar@healthcore.org
Fax		316-691-9875

Health Department

B. DURATION

The duration of the Agreement shall continue indefinitely as necessary, unless either party chooses to terminate the Agreement. Either party shall have the right to cancel and terminate this Agreement by giving written notice to the other party of such cancellation at least thirty (30) days prior to the desired cancellation date.

C. OTHER CONSIDERATIONS

The parties agree to the following:

1. If HealthCore experiences an Incident, vaccine from HealthCore will be stored in the refrigeration unit located in the central supply area of the Health Department.
2. Health Department agrees to use reasonable care in storing HealthCore's vaccine, which is described as the same level of care exercised by the Health Department for its own vaccine.
3. HealthCore is responsible for transporting its vaccine from its location to the Health Department's if an Incident occurs. HealthCore is also responsible for transporting its vaccine away from the Health Department once the Incident has been rectified.
4. Any expenses incurred from the loss of vaccine are the responsibility of HealthCore.
5. If both parties suffer an Incident at the same time and also if the County suffers an Incident while storing HealthCore's vaccine, HealthCore is responsible for finding alternative locations for the storage of their vaccine.
6. No employer / employee relationship is created by this Agreement, as its scope is only contractual in nature.
7. No compensation is to be paid to / from the parties.
8. This Agreement may not be assigned from HealthCore to any other entity.
9. HealthCore expressly agrees and covenants that it will hold and save harmless and indemnify the County, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder to the degree such indemnification is allowed by law.
10. Either party may designate new staff contacts under Section A of this Agreement.
11. Both parties are to notify each other if their vaccine storage location changes.
12. Any amendments to this Agreement shall be provided in writing and signed by authorized persons from both parties.

D. INSURANCE. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and 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 Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance:

\$100,000.00

Commercial General Liability Insurance:

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 Occurrence	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
Professional Liability	
If required	

SIGNATURES:

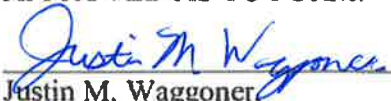
(Richard Ranzau – Chair of the Sedgwick County, Kansas Board of County Commissioners, Fourth District)

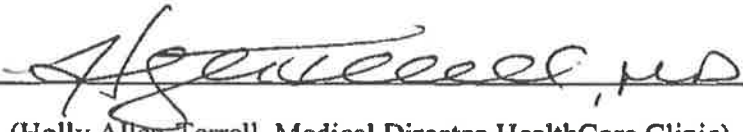
Date: _____

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:


Justin M. Waggoner,
Assistant County Counselor


(Holly Allen-Terrell, Medical Director-HealthCore Clinic)

Date: 5/11/2015