

Request for Proposal (RFP) for:

Employee Health Clinic Services



Job No. 22-14-HR

**City of Kirkland
Department of Human Resources
505 Market Street, Ste. B
Kirkland, WA 98033**

INTRODUCTION

The City of Kirkland (COK) is a municipality located in Western Washington State. The intent of establishing an on/near-site clinic program is to offer acute and chronic care services to employees and eligible dependents and to coordinate medical management to positively impact long-term health plan claims experience and increase employee health and productivity. The current COK health plan is self-funded and administered by First Choice Health.

There are approximately **514** subscribers (employees and retirees) and **1,396** total members covered by the Kirkland self-funded plan.

A primary purpose of this Request for Proposal is to determine the feasibility and effectiveness of COK establishing an on/near-site clinic. The proposed clinic will offer access to care for active employees, their spouses, and their eligible dependent children. At the current time the intent is to operate one clinic in the vicinity of the COK City Hall.

A secondary Purpose of this RFP is to facilitate a collaborative effort among other municipal and public entity employers in the proximate vicinity of COK. This collaborative is facilitated by the EHCW. This RFP issued jointly by the City of Kirkland and the EHCW is intended to satisfy the procurement procedure requirements of public entities in Washington State., and alleviate the need for duplicate RFP's to be issued by employers wishing to implement a clinic in Washington State operated by the vendor selected in this process.

The first section of the RFP addresses the larger vision of a voluntary collection of additional employers operating a shared network of clinics.

Clinics operated collaboratively by the EHCW member groups will require additional administrative capabilities from the selected vendor.

This RFP is issued jointly by the City of Kirkland, the Employers Health Coalition of Washington, and its member employers. We are asking your organization to complete this Request for Proposal (RFP) in order to (a) gain a better understanding of your capabilities to deploy the following products and services to our employees, and (b) select finalists to be considered for the awarding of a contract to operate multiple on/near site clinics on behalf of multiple independent public employers in a defined regional footprint. The primary functions the issuer is vetting for are:

1. Onsite Primary & Preventive Care in a Clinic Setting
2. Wellness & Population Health Management (health risk questionnaire/assessment, health coaching/education, seminars, biometric screenings, custom individual treatment plans for common chronic conditions, preventive care such as flu shots etc.)
3. Consumer & Clinical Decision Support through web-based tools and information systems that follow evidence based medicine guidelines.
4. HIPAA compliance to ensure employee privacy and confidentiality.
5. Pharmacy management.
6. In house Lab Services
7. Referral control (Integration with Compass Professional Health Services)

8. Deploy and utilize current EMR technology
9. HIPAA compliance
10. Ability to provide actionable reporting and data analytics to include ROI measurement

Our goals and objectives in implementing the solutions listed above within the Onsite Clinic and Wellness Health Center include:

1. To capture the maximum amount of primary care services within the membership at a substantial reduction of cost.
2. Increased member participation in primary and preventive care/screening services
3. Increased employee productivity
4. Improved health risk management of employees
5. Maximum cost/outcome efficiency regarding referrals to care outside of the clinic.
6. Effectively integrate with current deployed wellness services which include;
 - a. Health Fairs
 - b. On-site screenings (cholesterol, blood pressure, skin, bone density, lung function, etc)
 - a. Flu shots
 - b. Basic lab functions/tests
 - c. On-site seminars (nutrition, exercise, health & wellness)
 - d. Customized online wellness portal which includes
 - i. Health Risk Assessments
 - ii. Healthy Living programs
 - iii. Personal Health Record
 - iv. Wellness Tools

Required Terms & Conditions of Bidding:

1. Initial contract period is 36 months. All contracts will have a one year extension option.
2. Proposals should assume payment 45 days after the date of invoice.
3. Requirements and bid specifications:
 - a. The Vendor must have the ability to deliver online and offline health risk assessments as well as biometric screenings.
 - b. The Vendor's technology platform capable of managing PHI and Electronic Data Interchange according to HIPAA requirements.
 - c. The Vendor's in-house technology platform must reflect current state of the industry capabilities
 - d. Fixed Fee + pass through hard costs for supplies pricing is required. Additional variable costs must be identified in the RFP response.
 - e. Vendor must demonstrate a strong focus on behavior-based coaching capabilities and supporting toolset in order to drive measurable population risk reduction across our population in terms of modifiable conditions.

The contract will be awarded to the supplier that is determined to best meet the objectives as determined by the evaluation criteria stated in this proposal.

The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, the executed contract and any agreed upon written changes to any of the foregoing documents.

The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all. (A City of Kirkland Professional Services Agreement is provided as Attachment A.)

Finalists will be invited to present a more tailored proposal to the selection committee, made up of key stakeholders, end-users, representatives from management and labor representatives, and other participating regional employers.

Please address each question succinctly. In the interest of efficiency, please limit your answers to factual data with minimal commentary while providing as much background and detail as necessary to accurately represent your business/medical model, capabilities and philosophy.

Instructions for Responding:

1. Please inform the EHCW via email at hbogert@alliant.com of your intent to respond by 4:00 pm Pacific Time on March 4. Please include contact information in order to be assured of receiving any addenda or notice of cancellation.
2. All responses are due no later than **4:00 pm Pacific Time, March 31st**.
3. Please submit one (1) electronic copy to Hannah Bogert (hbogert@alliant.com) and Nicole Bruce (nbruce@kirklandwa.gov). Electronic submittals must be in MS Word or PDF formats. (Zip files will not be accepted.) Additionally, five (5) hard copy proposal are to be submitted to:

**Hannah Bogert
Employers Health Coalition of Washington
720 Olive Way, Suite 1700
Seattle, WA 98101**

(Please Note: RFP answers are subject to all Public disclosure laws.)

4. Additionally: You are welcome to submit a hard copy binder containing any additional supporting information, materials, report samples etc.
5. **Questions and clarifications:** Please address any questions you may have about this RFP or the project itself to Hannah Bogert by email at hbogert@alliant.com. Any additional information resulting from questions will be provided electronically to all responding vendors.

RFP Process & Timeline:

Based on the information provided in response to this RFP, The City of Kirkland and the EHCW will select finalists for further consideration and award. Areas to be considered in the evaluation are:

- Organizational structure, ownership, culture, and philosophy
- Primary care capabilities, quality, and outcomes
- Wellness capabilities, quality, and outcomes
- Reporting and decision support technological capabilities
- Ability to integrate with both internal health and welfare initiatives as well as third parties

- Implementation and Account Management
- References
- Cost

The evaluation and selection process schedule is as follows:

<u>Task</u>	<u>Projected Completion Date</u>
a. RFP Posted and Released	Tuesday, February 25, 2014
b. Email an "intent to respond" due by (email to hbogert@alliant.com)	Tuesday, March 4, 2014
c. Deadline for questions	Monday, March 17, 2014, by 5:00 PM
d. Supplier Response & Supporting Materials Due	Monday, March 31, 2014, by 4:00 PM
e. Finalists Notified	Wednesday, April 23, 2014
f. Finalists Presentations	TBD
g. Finalist Site Visits	TBD
h. Award Announcement *	Target date of Friday, May 30, 2014
i. Target Go-live Date	TBD

** The final decision to implement an onsite clinic will be subject to City Council approval, labor negotiation outcomes, and financial viability.*

Proposal Instructions:

Responses to each question should be brief, straight-forward, concise description of capabilities to satisfactorily perform the contract being sought with minimal commentary. Answers such as "Yes", "No" or "see response to question X" are encouraged and acceptable.

Supplier should outline any additional services and their respective costs. Itemize all costs for each additional optional service. Such costs shall not be commingled with the proposal price for the requested base services.

To aid in our review and assessment of the completed RFP, please respond to the requirements of the RFP in the same order as listed in the Response Format.

Additional Requirements:

Costs Incurred

- Expenses for developing the proposal are entirely the responsibility of the supplier and the City does not and will not assume any responsibility for costs incurred.
- The City is not obliged to order any minimum or maximum quantities of services or products and assumes no financial or other commitment related thereto.

Right to Reject

- The City may reject any and all proposals if deemed in the best interest of the City, and reject a bid of any party who has been delinquent or unfaithful in any former contract with us. The City will be the sole judge on whether or not respondent has failed to perform or faithfully execute a previous contract or agreement. The City reserves the right to re-solicit information or proposals.

- The City reserves the right to clarify and waive minor exceptions, irregularities, or errors taken by respondent in this submittal request. The respondent involved may correct these errors provided that such action will not negate fair competition and will permit proper comparative evaluations of bids submitted.

Insurance

- Professional liability of \$5 million per occurrence and per aggregate. (Please see specific requirements in the attached City Professional Services Agreement.)

Cooperative Purchasing

- RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

Public Records

- Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this Request for Proposal (the "documents") become a public record upon receipt by the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and will afford the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

Evaluation Criteria:

RFP responses will be evaluated on how they will meet the objectives of The City of Kirkland for outsourcing. Price and service based on the criteria which includes but is not limited to the following:

1. Only Proposals submitted by suppliers with the relevant experience, qualifications and capacity to meet the needs of The City will be accepted.
2. The contract will be awarded to the supplier deemed to be most suitable and appropriate to meet its needs. This may not be the lowest bidder.
3. The quality of supplier's response, outlining Health and Wellness Services (as described earlier in this RFP), and the price quotations presented to us by supplier, and our perception of the supplier's ability to carry out the implementation plan outlined by supplier.
4. Supplier's commitment to provide an experienced management team that will work well within our culture.
5. Supplier's ability to propose state-of-the-art technology solutions and maintain a flexible relationship and management approach that relates to and compliments our objectives.

6. Prior to contract award, we may, at our sole discretion, seek clarification from any supplier regarding proposal information and may do so without notification to any other supplier.

Response Format:

In order to facilitate the equitable and timely comparison of supplier proposals, it is mandatory that the proposal be submitted in the following format:

- I. **EHCW Partnership Practical Concerns**
- II. **Clinic Vendor Information**
 - A. General Information
 - B. Clinic Set-up
 - C. Clinic Staffing
 - D. Appointment Scheduling
 - E. Employee Engagement
 - F. Reporting
 - G. References
 - H. Compliance
 - I. Cost/Savings/Estimate
 - J. Conclusion

Additional supportive documents, proprietary information, or samples or reports etc. you wish to provide must be provided in a single separate hard copy binder addressed specifically to the Employers Health Coalition of Washington.

RFP Questions

I. EHCW Partnership Practical Concerns:

- A. The EHCW is a non-profit (501-C-6) "Purchasing Channel" for public entity employers in Washington State. All EHCW vendor partnerships include three mutually beneficial agreements. They are:
- i. Pricing Concession: The EHCW pricing formula must include a discount of some kind to the sponsoring employer.
 - ii. Service Upgrade: EHCW member employers must be afforded a service feature that is normally only accessed by jumbo employers or that would otherwise be provided with a separate additional charge.
 - iii. Project Market Protection: Any projects brought to the selected vendor, that could otherwise be done under the "jurisdictional umbrella" of the EHCW will be referred to the EHCW.

The Purpose of these three provisions is to maximize the financial and health related outcomes for all participating EHCW member employers by (a) protecting the integrity of this collaborative venture and, (b) increasing the amount of leverage-able presence of a single vendor in a regional market.

Please describe you company's willingness to partner in this manner with the EHCW, and lest practical ideas for how we might achieve these three objectives.

- B. Clinics operated collectively by the EHCW member groups will require one additional administrative function from the selected vendor. Clinics will be billed on the basis of a Program Management Fee (PMF). This fee will include three payees: (a) the clinic vendor, (b) a transparency/referral management vendor, and (c) EHCW Dues. The selected vendor will need to collect the Program Management fee, retain their portion, and then forward payment to the other two parties.

Please discuss your ability to provide this administrative function.

II. Clinic Vendor Information

A. General Information

1. Please give a brief history of your organization including start date and any parent company relationship.
2. What is the location of your headquarter administrative office(s)?
3. How many full-time employees does your organization have?
4. Does your organization have NCQA accreditation? Does your organization have SAS II audit certification?
5. How many clinics do you currently manage for clients? Please specify number of sponsoring employers in the following size categories:
 - <300 employees,
 - 300-500 employees,
 - 500-1000 employees,
 - 1000-2000 employees,

- >2000 employees.
6. Where is your greatest geographic concentration of clinics, and how many clinics do you currently operate in the pacific NW region?
 7. How many multiple employer sponsored clinics do you manage? Any multiple clinic/multiple employer projects undertaken?
 8. Please share some general performance statistics for your organization (i.e.
 - The participation rate of patients to eligible employees,
 - Measured impacts on specific risk factors/ disease states etc.)
 - Share information on patient compliance with wellness programs and health maintenance regimens as a result of services provided at a clinic.
 - Provide data on patient satisfaction with your services and services provided by providers in the clinics.
 - Provide data on client satisfaction with your administrative and clinic management services.
 9. Are occupational health services available through your clinics? How are they coordinated with primary clinic services?

B. Clinic Set-up

1. Assuming a January 1, 2015 go live date, provide an ideal implementation timeline that tracks clinic set-up from initial decision to opening
2. Discuss medical malpractice liability for the clinic and its staff and how that liability is handled. Is the employer indemnified against medical liability?
3. Have any of the employers you have worked with in the past had litigation pertaining to their on-site clinics? If yes, what was the general nature of the litigation and the outcome of same?
4. Do you have a standard form or agreement that is used for an employee to acknowledge the separation of the clinic and employer prior to utilizing clinic services? If so, please provide a sample.
5. What is the recommended amount of floor space for COK's clinic? What basic rule of thumb formula based on the number of covered employees do you use to determine ideal or acceptable clinic size?
6. What would be the impact on your administration costs and staffing hours if the COK clinic were to be made available to a larger patient base?
7. Discuss your experience with clinic administration for more than one employer at a clinic site, and also for more than one clinic being shared by more than one employer?
8. Please discuss the technology and software that will be implemented to manage the clinic and patient records. Besides a clinical tracking and record keeping system, describe any data mining or predictive modeling tools in use.
9. Has Personal Health Information been made private and secure? Have you ever experienced a PHI breach?
10. The two TPA's used by the municipalities that would potentially be served by your clinic(s) are First Choice Health and HMA (owned by Regence Blue Shield). How well does your medical information technology platform integrate with those two TPA's?
11. Can you receive a file feed to incorporate medical claims data into your systems for use in the clinic and medical management and predictive modeling programs?

12. What percentage of the clinic visits across your book of business is for episodic/acute care vs. preventive care of chronic conditions and disease management?
13. Please outline the costs of equipment necessary to furnish the proposed clinic (i.e., tables, instruments, etc.) for the city of Kirkland? Who owns the clinic equipment?
14. What supplies will be kept in inventory?
15. Does your proposed clinic include prescription drug dispensing? If so,
 - a) Describe your acquisition/dispensing/pricing model for Rx.
 - b) How many different medications are to be kept in stock?
 - c) Describe the methodology to decide which drugs to maintain in inventory.
 - d) Is there any Washington state regulation that would limit or restrict dispensing in the clinic?
16. Does your proposed clinic include onsite lab capabilities? Please elaborate.
17. Do you have the ability to provide a plan document that is ERISA compliant?

C) Clinic Staffing

1. Please describe the staffing profile that you would expect for the City of Kirkland.
 - a. How many staffed clinic hours per week do you recommend for COK's population for each clinical category (MD, NP, PA etc)?
 - b. How many non clinical staff will be required for COK's clinic?
 - c. Are these providers and staff considered hired employees of your company or by the sponsoring employer?
 - d. Will the clinic be staffed by providers dedicated to only the COK clinic or will multiple providers rotate to staff the clinic?
2. Discuss the procedures you use to recruit, screen, interview, and hire providers.
3. Describe the recommended role the sponsoring employer should have in the selection of clinical staff? None? Interview?
4. Discuss the policies in place to oversee provider licensing requirements.
5. Who manages the day-to-day activities of the providers and other clinic staff?
6. Describe the level of administrative demand this clinic will add to the city management team. Will having a clinic require any additional designated FTE (full or partial) for the Sponsoring employer?
7. Explain the basis for provider compensation under your agreement.
8. Describe how a complaint against a provider would be filed by a patient and the process in place to investigate and address the concerns raised by the complaint.
9. What liability would the sponsoring employer have in the event of a litigateable complaint?
10. Are the clinic providers encouraged to collaborate with specialists to manage a patient's care? How are specialty referrals handled?
11. Do patients have any access to care through your program outside of normal clinic operating hours? Virtual Medicine? Telephonic care?
12. If you offer the services of health coaches, how are those staff members credentialed (i.e. nutritionists, exercise physiologists, physical therapists, etc)?
13. Will there be a dedicated account manager for the COK clinic?

D) Appointment Scheduling

1. What methods are available to patients to schedule appointments (i.e., 800 number, online scheduling access)?
2. What is the standard length of each scheduled appointment?

E) Employee Engagement

1. What is the minimum dependent age under your program?
2. Discuss the steps that you take to foster a culture of prevention and wellness.
3. Do your services include Health Risk Assessments for all eligible employees?
 - a. Are clinic-eligible dependents included?
 - b. How often are the assessments given?
 - c. Do your assessments include blood draws or biometric screenings?
 - d. How are the results reported to the patient and to the employer?
 - e. Can assessments be administered to employees that work in other operational locations?
4. Do employees have online access to their clinic health records/test results?
5. Describe any educational programs that you offer, including general health/wellness and specific disease management.
6. What types of patient education materials and methods do you use to promote disease prevention and population health management?
7. How will you work with COK's administration to target specific health issues that are of significance to the health plan?
8. How will you work with the existing wellness program and staff to promote health and wellness?
9. Will you hold employee education meetings at the point of initial clinic set up and for continuing education about the clinic?
10. How is the on-site clinic program communicated to new hires?
11. What is your recommendation, based on experience, on charging a copay for clinic visits, prescription drugs, lab tests, or other clinic services?

F) Reporting

1. Discuss the types of reports you provide to track clinic activity (i.e., financial tracking, patient satisfaction, general diagnostic categories, Rx dispensing).
2. How frequently are reports issued?
3. Do you track year-over-year cost improvements?
4. Do you have a method for measuring ROI?
5. Please provide sample reports.

G) References

Please provide at least three references of current clients of a similar size and/or industry to the COK group that we may contact.

H) Compliance

1. What is your understanding of the compatibility of onsite/nearsite clinics with Health Savings Accounts? With Health Reimbursement Accounts?
2. Please describe your strategy for maintaining HIPAA compliance.
3. Are there any additional legal or compliance concerns required in the correct operation of a clinic

I) Cost Savings Estimate

Based on the data provided herein for the City of Kirkland plan year 2013 (Attachment B), please construct a full financial proposal and economic outcome projection. Where additional data would be helpful, you may request it from us. We will either provide you with the data requested, or we will

provide you with an assumption to use in place of actual data. This information will be shared with all respondents.

1. Include estimates of set up costs and first year operating costs for your proposed COK clinic (your best/worst-case scenario).
2. Provide a cost savings estimate based on the client-specific data provided in this RFP (your best/worst-case scenario).
3. Estimate savings impact of ROI (your best/worst-case scenario over years 1-3).
4. Please outline the costs of equipment necessary to furnish the proposed clinic (i.e., tables, instruments, etc.) for the city of Kirkland? Who owns the clinic equipment, and inventory of supplies?
5. Performance Guarantees: Please describe how you would propose to define measurable criterion for the successful operation of a clinic. What percentage of your fees would you be willing to put at risk, subject to achieving those same metrics? Please elaborate.

J) Conclusion

1. Are there any aspects of clinic setup, operation, strategy, philosophy that we have not addressed in this RFP that you would consider important?
2. Briefly (1-2 paragraphs) describe why your firm would be the best suited to partner with the City of Kirkland, and neighboring public employers, in this project?



PROFESSIONAL SERVICES AGREEMENT

Attachment A

Job Name and Number

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability

coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$5,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____ . Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Marilynne Beard, Deputy City Manager

Date: _____

Date: _____

Data Collection Form



Attachment B

City of Kirkland

Please enter data in blue boxes.

The data you are providing below includes costs through the health plan year ending on (mm/dd/yy):

12/31/13

Enter the total number of months included in the current year data below:

9

Total Medical costs should include All Medical and Drug

Annualized Total Medical Costs:

\$ 6,172,194

2013 Plan Year*

2012 Plan Year

2011 Plan Year

\$ 5,770,003

\$ 4,523,677

Breakout of Prescription Costs:
% of Total Medical Claims:

n/a

n/a

n/a

Comments

Total (includes IBNR)

Rx - not available

Annualized Totals:

Primary Care Costs:

\$ 236,224

\$ 223,511

\$ 189,860

Primary Care Office Visit Total:

\$ 2,600

\$ 2,388

\$ 2,293

Cost Per Visit:

\$ 90.86

\$ 93.60

\$ 82.80

Specialty Care Cost:

\$ 270,816

\$ 254,936

\$ 220,957

Specialty Care Visit Total:

\$ 2,860

\$ 2,639

\$ 2,387

Cost Per Visit:

\$ 94.68

\$ 96.60

\$ 92.57

Preventative Care Cost:

\$ 306,767

\$ 269,282

\$ 234,596

Preventative Care Visit Total:

\$ 3,199

\$ 3,488

\$ 2,893

Cost Per Visit:

\$ 95.89

\$ 77.20

\$ 81.09

Outpatient Cost:

\$ 1,437,126

\$ 1,374,394

\$ 896,737

Outpatient Visit Total:

\$ 1,040

\$ 1,205

\$ 1,005

Cost Per Visit:

\$ 1,381.85

\$ 1,140.58

\$ 892.28

Emergency Room Cost:

\$ 378,254

\$ 381,853

\$ 355,823

Emergency Room Visit Total:

\$ 197

\$ 207

\$ 215

Cost Per Visit:

\$ 1,916.83

\$ 1,844.70

\$ 1,654.99

Lab Cost:

\$ 254,590

\$ 253,427

\$ 231,012

Number of Labs:

\$ 6,453

\$ 6,166

\$ 5,532

Cost Per Lab:

\$ 39.45

\$ 41.10

\$ 41.76

*Annualized using Jan. - Sep. data