



City of Kirkland

Request for Proposal

Mental Health Professional Services

Job # 19-20-CMO

Issue Date: February 14, 2020

Due Date: March 17, 2020 – 3:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington (City), for:

Mental Health Professional Services

File with Finance Operations Manager, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **3:00 p.m. PDT March 17, 2020 will not be considered.**

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City reserves the rights both to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by proposers in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any express or implied services.

A response from a proposer which indicates that any of the information requested by the City in this RFP will be provided only if the proposer is selected as the apparently successful contractor (Contractor) is not acceptable, and, at the City's sole discretion, such response may disqualify the proposal from consideration.

The City requires that no person, including its contractors and consultants, shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, regardless of whether or not those programs are federally funded.

In addition to these nondiscrimination compliance requirements, a Contactor ultimately awarded a contract shall comply with federal, state and local laws, statutes, regulations and ordinances relative to the execution of the services. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 14th day of February 2020.

Greg Piland
Financial Operations Manager
425-587-3123

I PURPOSE OF REQUEST

The City will be accepting proposals for provision of mental health professional services to perform the duties of Neighborhood Resource Social Worker, working with the Kirkland Police Department. The City desires to receive sufficient factual and quantitative data from qualified proposers to facilitate a fair and objective evaluation of proposals for mental health professional services. Note that the City may also procure additional mental health professional services under this contract for a Fire/EMS Mobile Integrated Health unit at some point in the future.

II RFP PROCESS TENTATIVE SCHEDULE

The City will attempt to follow this timetable, which should result in a final selection by April 2020.

February 14, 2020	Issue RFP
February 26, 2020	Deadline for questions
March 4, 2020	Answers to questions released
March 17, 2020	Deadline for submittal of proposals – 3:00 PM PST
April 2020	Selection of apparently successful proposal
May 2020	Contract executed and services commence.

These dates are tentative and subject to change by the City.

III SUBMITTAL INSTRUCTIONS

Whatever the means of transmission, proposals must be **actually received** by the City no later than **3:00 pm PDT on March 17, 2020**.

The City prefers that proposals be submitted by email. Emailed proposals should include "Proposal-Job #19-20-CMO" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

As an alternative to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland – Job #19-20-CMO
123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope: Mental Health Professional Services RFP. The name of the proposer (Proposer) and its address also must be clearly indicated on the envelope.

Questions and Communications:

Questions regarding the RFP process, scope of work or evaluation process should be addressed to Greg Piland, Financial Operations Manager, at gpiland@kirklandwa.gov.

A Proposer, or anyone acting on its behalf, may only contact the City concerning this RFP through the emails listed above. Any other communication with any City official or employee communication concerning the content of this RFP by any Proposer may result in the rejection of that Proposer's response in the sole discretion of the City.

IV BACKGROUND

The City is seeking to contract with a mental health professional services provider to perform the duties of a full-time Neighborhood Resource Social Worker. These services are funded by a voted measure passed in 2018 to enhance public safety priorities, including engaging the services of one full-time mental health professional. Kirkland voters are very supportive of providing psychosocial services to the entire community, especially to its most vulnerable residents. The City is partnering with a variety of service providers to bring social support services and innovative partnerships to the community. Having a full-time mental health professional available as the Neighborhood Resource Social Worker, who will partner with the Police Neighborhood Resource Officers, will enhance current efforts by helping ensure that a data-driven, evidence-based, coordinated approach is implemented throughout Kirkland. The goal is to reduce repeated calls to 911 that are often non-emergency in nature and to achieve better outcomes for vulnerable members of our community.

Under the direction of the Police Community Services Unit Sergeant, and in close collaboration with the Neighborhood Resource Officers, the Neighborhood Resource Social Worker will respond to individuals in social crisis, including those with mental illness, substance use, homelessness, housing issues, and other mental health issues. The duties include considerable public contact. Note that the City may also procure additional mental health professional services under this contract for a Fire/EMS Mobile Integrated Health unit at some point in the future.

Work is performed both in the community and in an office environment. Individuals will utilize assigned computers, phones, and standard office equipment. The nature of the work can involve situations which may present a danger to personal safety.

Due to the contractual nature of this position, all applicants must have a valid business license and appropriate business and professional insurance.

V SCOPE OF SERVICES

This section outlines minimum contract requirements for providing these services.

1. Partner with the Police Neighborhood Resource Officers to address community needs related to homelessness, mental health, and crisis intervention.

2. Work with officers at a scene to offer resolution support, filter options, develop referrals, and provide direction. Follow up after the incident to help ensure that community members get the help they need and avoid unnecessary future interactions with law enforcement.
3. Establish proactive relationships with frequent callers and/or their caregivers to ease their mental and emotional state and deal with common problems before they are escalated to a call.
4. Work with other mental health professionals available to the City (for example, through North Sound RADAR) to help ensure consistent practices and coordinated response.
5. Design Response Plans to be used with repeat callers that include a history, triggers, steps to take, family and caseworker supports and contact information, and other information an officer could use to assist during a future call to provide better, more consistent responses to known subjects with known issues. These plans should be developed in partnership with police, fire and other City staff, as appropriate.
6. Provide officer training in handling mental and emotional health issues, the resources available to them, strategies for resolution, proper documentation, and how to appropriately code these calls.
7. Develop tools to assist with these calls and to collect data to help assess the success of intervention efforts. Ensure that mental health and crisis intervention efforts are compliant with all HIPPA rules.
8. Serve as organizer and facilitator of the cross-department service team to ensure that intervention efforts are coordinated across the City and that information is gathered and shared appropriately. The team will help align the efforts of key stakeholders in the following areas of greatest concern: mental health, homelessness and those who are at risk of becoming homeless (including cost-burdened households), violence prevention, suicide prevention, and youth mental health and resiliency.
9. Strengthen the City's relationship with Evergreen Health and other community and service delivery partners to help ensure coordinated care.
10. Conduct ongoing needs assessments by gathering and analyzing data from available sources.
11. In close collaboration with the identified stakeholders, assess training needs for businesses, employees, residents, and community members. Develop and deliver training to help prepare them for encounters with those in need.
12. Identify gaps in service and seek opportunities for resource sharing and create and manage an internal dashboard that aims to track individuals who are most in need.
13. Provide ongoing analytical and policy consulting to City officials in support of the City's

services, policy decisions, and initiatives.

VI PROPOSAL CONTENT

The proposal must include the following:

Cost:

Annual funding for this activity is \$120,000, equating to an hourly rate in the range of \$50-\$60 per hour, depending on experience, level of education, and licensure. Proposer should include the all-in hourly rate that the City would pay for a full-time mental health professional resource.

Statement of Qualifications and Contents of Proposal: Each of the following requirements shall be addressed in the proposal:

- (a) Proposers will be required to furnish evidence in writing that they maintain a permanent place of business and have adequate finances and personnel to furnish the item(s) and services offered satisfactorily and expeditiously.
- (b) Proposers must have and maintain an active occupational license and provide a copy of this license with their proposal. Proposers must demonstrate their legal ability to do business in the state of Washington. Any contract awarded pursuant to this RFP will only be entered into with a responsible Proposer, found to be satisfactory by the City, qualified by experience, and in a secure financial position to do the work specified.
- (c) Proposer must provide proof **with their submittal** that they will be able to obtain professional liability insurance and other insurance per the minimum requirements in Attachment A.
- (d) Proposer must demonstrate they have the required knowledge, skills and abilities as follows:
 - The philosophy and objectives of social services and community service programs.
 - Symptoms, common behavioral and social characteristics and other manifestations of the disabilities affecting the population served.
 - Understanding of mental illness, substance use disorder, homelessness, human development and behavior.
 - Establish and maintain rapport with individuals in the community.
 - Safety practices and applicable laws and related state and federal mandates related to privacy and confidentiality.
 - Motivational interviewing, crisis intervention, and trauma-informed care.
 - Local, state and regional resources and programs.
 - Work effectively in team environments.
 - Exercise a high degree of initiative and independent judgment, problem-solving and decision making within the scope of assigned authority.

- Work effectively within a law enforcement (and fire/EMS) environment, which includes the ability to follow direction under duress, exposure to high stress, rapidly evolving incidents, public safety culture and norms.
- Experience interpreting, analyzing, and recommending changes to policies and procedures to simplify and improve process.
- Excellent verbal and written communication skills, including the ability to communicate effectively with diverse populations.
- Maintain detailed records and prepare clear and concise written reports.
- Support diversity and multi-cultural understanding in the workplace and community.
- Demonstrated ability to manage projects – plan, organize, and get things done.
- Proficient in MS Word, Excel, and other MS Office applications.
- Familiar with NASW or AMHCA code of ethics.
- Work variable shifts including nights, weekends, and holidays.

(e) Proposer must have a proven ability for an acceptable contract start-up time as determined by the City, which date shall be no later than May 1, 2020.

(f) Proposer must demonstrate the capability to supervise and monitor the program, ensuring satisfactory provision of services. This should include how the provider stays current with their profession and what, if any, clinical oversight they are subject to.

(g) A clear response to the specifications and program requirements outlined in Section V above.

(h) Resume for the proposed mental health professional who will be providing services related to this contract. It is essential that the Proposer assign a single full-time resource to provide these services given the importance of forming strong relationships within the City and in the community at large. Preferred experience includes:

A Master's degree in social work, psychology, counseling or a related field and 2 years' experience in the direct treatment of acutely and severely mentally ill, homeless, and/or chemically dependent individuals. Possession of valid license issued by the State of Washington (LICSW, LASW, LICSWA, LMHC, etc.), experience working within law enforcement or other first responder agencies, the courts or criminal justice system, and multilingual abilities.

(i) References: List three professional or client references (with addresses, e-mail, and phone numbers), who are able to provide information regarding Proposer's ability to perform the work specified.

(j) The Contractor and all employees providing service under this contract must be able to pass the appropriate criminal history check prior to award of any contract.

VII TERMS AND CONDITIONS

- (a) The City reserves the rights both to reject any and all proposals, and to waive minor irregularities in any proposal.
- (b) The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- (c) The City reserves the right to award any contract to the next most qualified consultant, if the successful consultant does not execute a contract within 30 days of being notified of selection.
- (d) Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to offer to the City the services described in the above-stated specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- (e) The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of a form of Professional Services Agreement is provided (see attachment A). The final contract required by the City may, in the City's discretion, vary from the attached form of Professional Services Agreement if considered necessary by the City; provided, however, that the Proposer agrees to be bound by, at a minimum the terms contained in the Agreement attached hereto; provided, however, that Proposers should note whether the City's insurance requirements vary from current policies held by that Proposer. The City may accept current coverages in its discretion. If the Proposer takes exception to any other provisions in the standard Professional Services Agreement, they must be noted in the proposal, and the City reserves the right, in its sole discretion, to reject the proposal on that basis. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP or which is not approved by the City Attorney's office.
- (f) The City shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFP.

Contract: The contract shall consist of the following documents: the Request for Proposals (RFP), the accepted proposal, a Professional Services Agreement (in substantially the form Attachment A, subject to the City's discretion under section VII(e)) 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. In the event of a conflict, the final signed agreement shall prevail over the accepted proposal and the RFP.

Cooperative Purchasing: Chapter 39.34 RCW 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 may purchase from City contracts, provided that the Contractor agrees to participate. The City does not accept any responsibility for purchase orders issued by other public agencies.

Compliance with Laws: The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the City harmless against any claims arising from the violation thereof. Contractor must obtain a State of Washington and City business license and otherwise comply with KMC 7.02.

Public Disclosure: Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in the Washington Public Records Act, Chapter 42.56 RCW. Any proposal containing language that copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, shall not be binding upon the City and could result in the proposal being removed from consideration in the City's discretion. The City will not accept the liability of determining what the proposer considers to be exempt or not. Therefore, any information in the proposal that the proposer claims as proprietary under RCW 42.56.270 or otherwise exempt from disclosure must be clearly designated. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, the basis for the exemption, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception; provided that, should the City receive a public records request for the proposal(s), the City will provide third party notice to the proposer under RCW 42.56.540 so that the proposer may seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision in its sole discretion as to whether it will invoke or support any claim of exemption.

Contract Term:

It is the City's intent that the agreement between the City and the Contractor who is awarded this contract will be for an initial term of two (2) years from the date of the initial signed contract. The City will have the option to renew the contract on a yearly basis for three (3) successive one-year renewal terms, not to exceed a total of five (5) years. Each renewal will be based upon a successful yearly review of the services provided by the Contractor and agreement on any changes to the contract.

VIII EVALUATION PROCESS

The evaluation of proposals and the determination as to which proposal provides the best value to the City shall be the sole and final responsibility of the City and will be based on the information furnished by the Proposer.

An Evaluation Committee will conduct an initial review and may short-list 2 or 3 proposals to be further evaluated and scored. The initial review of the proposals shall be reviewed solely on the information received in the written response and the responses from reference check calls. As a result of this review, the Evaluation Committee may select Proposers to be interviewed. The Evaluation Committee may ask these selected Proposers for further written information or clarification related to the proposed services, Proposer capabilities, and personal or client

references. Whether there will be interviews and who will be invited to make a presentation to the Evaluation Committee if there are interviews will be at the sole discretion of the City.

The Evaluation Committee will evaluate short-listed proposals based on the following criteria. A maximum score of 100 points will be used to evaluate Proposers. Each of the following elements shall have the stated maximum point value:

Item #	Description	Points
1.	The experience of the Proposer for the services required.	25
2.	The qualifications of the Proposer.	25
3.	Cost	15
4.	Oral interviews (If necessary)	15
5.	Professional references of the Proposer	15
6.	Responsiveness to the RFP requirements	5
	Total	100

As a result of proposal evaluations, reference checks, and oral interviews, the Evaluation Committee will score the Proposers based on the above criteria and the Proposer with the highest score shall be the finalist and provided with a Notice of Intent to Award. In the case of a tie, the Proposer receiving the majority of the highest scores (e.g. 3 out of the 5 people on the Evaluation Committee) will be the finalist. The decision of the Evaluation Committee shall be final and conclusive.

The City reserves the right to (a) reject any and all proposals or any part of any proposal, (b) waive minor defects or technicalities, or (c) solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the City, in the exercise of its sole and unfettered discretion, may deem necessary. Proposers will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

Submission of a proposal implies the Proposer's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the Evaluation Committee. Any proposal protests shall comply with the procedure set forth in Kirkland Municipal Code Section 3.85.150.



PROFESSIONAL SERVICES AGREEMENT

Mental Health Professional Services

Attachment A

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 for mental health professionals.

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 services 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 services not completed in a satisfactory manner until such time as Consultant modifies such services 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 One Hundred Twenty (120) 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

services 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 Agreement 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 services. 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 Agreement 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 services 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

To the greatest extent allowed by law the Consultant shall warrant, defend, indemnify and hold the City, its agents, 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 the Consultant's negligence, fault 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 (including rights of indemnity and contribution).

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 as least as broad as 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 occurrence-based, as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap 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 using an additional insured endorsement at least as broad as ISO CG 20 26.
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 solely for the benefit of the City in each policy period (with a duty to defend exclusive of and not eroding the limits, and with the City having the option to select counsel and control the defense):

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 \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. All of the Consultant's insurance coverage as described herein shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured 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 services 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 policies and all amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services, and subject to the City's final approval.

F. Notice of Cancellation

Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of Notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General, Professional, and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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 Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. CONSULTANT RECORDS AVAILABLE TO THE CITY

Consultant shall make available to the City, at the City's request and at no cost, records, documents and other papers that relate to the direct delivery of health care services to inmates hereunder or to an issue in any claim or litigation by or against the City, Consultant, or their agents, contractors, or employees.

XVII. PUBLIC RECORDS REQUESTS

In the event of a public records request, discovery request or subpoena to the City for any medical records of an inmate, or any records arising from Consultant's providing services to the City, Consultant will cooperate fully with the City and make all requested records promptly available to the City for review and production. To the extent Consultant believes that any exemptions or privileges apply preventing disclosure of the requested records in whole or in part, Consultant will identify those exemptions or privileges to the City within five (5) business days from the City's notice to Consultant of the request or subpoena. To the extent Consultant does not identify any privileges or exemptions within five (5) business days, any such claims will be deemed waived. With respect to any exemptions or privileges timely claimed by Consultant, the City will determine in its sole discretion whether it will assert those exemptions or claims as a basis to withhold a record from disclosure in whole or in part. In the event the City disagrees with any claim of exemption or privilege by Consultant, such information will not be released to a requester until Consultant has been given at least five (5) business days' prior notice so that Consultant may seek a court injunction against the requested disclosure pursuant to RCW 42.56.540, move for a protective order, or move to quash any applicable subpoena. In the event no request for injunction or motion is filed within five (5) business days from the date the City provides notice under this paragraph, the City may deem any objection to disclosure by Consultant to have been waived. In the event any request for injunction or motion filed by Consultant under this section results in any award of costs, fees,

damages, expenses or penalties against the City, Consultant agrees to indemnify and hold the City harmless from any such award.

XVIII. GOVERNING LAW AND VENUE

The laws of the State of Washington shall govern the interpretation, administration, and enforcement of this Agreement. Should either party bring any legal equitable action, the prevailing party in such action shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court. Any and all such court action shall take place and be vested solely in the appropriate in the Superior Court, King County, Washington.

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

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____