

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and **Health Partnership Clinic, Inc.**, hereinafter "Consultant" (collectively, the "Parties").

For the past several years, City received a charitable contribution from Olathe Medical Center, Inc. for the sole purpose of supporting City's Mobile Integrated Health ("MIH") Program (described in **Exhibit A**). Furthermore, in 2024, Olathe Medical Center, Inc., committed to making the same type of annual charitable contribution to City each year from 2024 through 2028 provided City maintains the MIH Program in existence. The City also anticipates receiving federal grant funds and other funding sources to support the MIH program. The funds received will be used to pay for the Professional Services under this Agreement for the initial term and, if renewed, the renewal terms. City's payment to Consultant for the Professional Services is contingent upon receipt of sufficient funds from these sources to pay for the Professional Services.

City is in need of certain Professional Services in the field of primary healthcare services to assist with the Olathe Fire Department's MIH Program ("Project").

Consultant has expertise in said field as described in **Exhibit B (Scope of Services)** attached hereto and incorporated by reference.

City contracts with Consultant for the performing of Professional Services in connection with the Project as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is qualified to perform the work on this Project and is licensed to practice said services by all public entities having jurisdiction over Consultant and the Project.

### **SECTION I - DEFINITIONS**

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

"Additional Services" means services in addition to those listed in **Exhibit B**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services

required of Consultant under this Agreement including any Additional Services.

## **SECTION II - COMPENSATION**

### **A. FEES & EXPENSES**

1. **Total Fee:** Subject to the receipt by City of sufficient charitable contribution funds from Olathe Medical Center, Inc., grant funds or other sources to pay for the Professional Services, City agrees to pay Consultant for Professional Services pursuant to the attached fee schedule (**Exhibit C**), and City will not pay the Consultant the monthly amount designated for a MIH Program position when that MIH Program position is vacant (**Exhibit C**). All bills will be submitted to City monthly as provided herein.

### **B. SERVICES BEYOND THE SCOPE OF SERVICES – intentionally omitted**

### **C. BILLING & PAYMENT**

1. **Billing:** Consultant will invoice City monthly for services. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. **City's Right to Withhold Payment:** In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. **Healthcare Service Billing:** Consultant shall retain any and all remuneration received from patients and third-party payors for services provided to Consultant's patients by Consultant.
4. **Records and Audits:** Records of compensation for services between the Parties must be maintained in accordance with generally recognized accounting principles and must be made available for inspection and/or audit at mutually convenient times and at the sole cost of the requesting party for a period of three (3) years from the Effective Date.

### **D. TERM**

Subject to the Termination provisions in this Agreement, the term of this Agreement is from June 1, 2024 through December 31, 2028. This Agreement will terminate on December 31, 2028.

### **SECTION III - RESPONSIBILITIES OF CONSULTANT**

Consultant will perform the Professional Services as described in **Exhibit B**.

#### **A. GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: Consultant will assign only qualified personnel to perform the services required by the Agreement. Consultant will advise City of the identity of all professional personnel providing Professional Services under this Agreement.
2. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement.
3. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

### **SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES**

#### **A. COMMUNICATION**

City will provide to Consultant information and criteria regarding City's requirements for the Professional Services; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

#### **B. DUTIES**

City will perform the various duties and services which are outlined and designated in **Exhibit B** as City's responsibility.

#### **C. PROGRAM AND BUDGET**

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary criteria for the Professional Services.

## **SECTION V - GENERAL PROVISIONS**

### **A. TERMINATION**

1. **Notice:** Each Party reserves the right to terminate this Agreement for convenience and without cause or default on the part of other Party, by providing sixty (60) days' written notice of such termination to the other Party.

Address for Notice:

Jeff DeGraffenreid, Fire Chief  
Olathe Fire Department  
1225 S. Hamilton Circle  
Olathe, KS 66061  
P: 913/971-7900  
F: 913/971-7982

Amy Falk; HPC CEO  
407 S. Clairborne Rd., Ste. 104  
Olathe, KS 66062  
P: 913/433-7583  
F: 913/393-9934

2. **Compensation:** City will compensate Consultant for all Professional Services completed before the date of Consultant's receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. **Termination for Lack of Funds:** If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

### **B. DISPUTE RESOLUTION**

City and Consultant agree that disputes relative to the Professional Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

### C. OWNERSHIP OF CONSULTANT DOCUMENTS

Any reports, documents, information and data prepared or created by or on behalf of Consultant or City in the course of performance of this Agreement, shall be and remain the sole property of the originating party.

### D. INSURANCE

1. General: Except as provided in this Section, Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit D (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit E – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate. Consultant is not required to maintain cyber liability insurance. Consultant is required to meet the reasonable cyber security requirements requested by City, including but not limited to mandatory training regarding cyber threats and best practices.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any Professional Services. Consultant agrees that any subcontractor providing Professional Services without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services under this Agreement and will assume all financial risk associated with such failure thereto.

### E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Mutual Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness,

negligence, or other actionable fault of Consultant or its subcontractors. For purposes of this Agreement, City agrees to indemnify and hold harmless Consultant and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of City.

3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.D.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

**F. AFFIRMATIVE ACTION/OTHER LAWS**

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
  - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
  - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
  - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant

will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

- e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
- 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to the Professional Services and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

#### **G. ENTIRE AGREEMENT**

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

#### **H. APPLICABLE LAW, JURISDICTION, AND VENUE**

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

#### **I. NO THIRD-PARTY BENEFICIARIES**

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

#### **J. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor and not an agent or employee of City.

**K. COVENANT AGAINST CONTINGENT FEES – intentionally omitted**

**L. NO SOLICITATION TO HIRE CITY EMPLOYEES**

1. No Solicitation to Hire: Except as otherwise provided in this section, during the term of this Agreement and for one year after the Agreement's expiration or termination, Consultant must not solicit to hire and then hire, or solicit to contract with and then contract with, any of the City's current employees involved with the oversight or implementation of this Agreement.
2. No Restriction on City Employees: The foregoing restrictions shall not prevent City employees from affirmatively seeking employment elsewhere.
3. Liquidated Damages: The Parties agree that in the event of a breach of this provision that damages would be uncertain and difficult to accurately estimate. Therefore, if Consultant breaches this provision, Consultant agrees to pay City liquidated damages to the City equal to the annual salary of the applicable employee hired by or contracting with Consultant.

**M. COMPLIANCE WITH LAWS**

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement and, upon request, will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit F**).

**N. FORCE MAJEURE CLAUSE**

Neither party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed party must notify the other party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

**O. TITLES, SUBHEADS AND CAPITALIZATION**

Titles and subheadings as used herein are provided only as a matter of convenience and



will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

**P. SEVERABILITY CLAUSE**

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

**Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION**

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit B);

**R. HEALTHCARE SERVICES RELATED PROVISIONS**

1. Document Production: If the services provided under this Agreement have an aggregate value or cost of ten thousand dollars (\$10,000) or more over a twelve (12)-month period, parties shall, until the expiration of four (4) years after the furnishing of such services, make available upon written request by the Secretary of Health and Human Services or upon the written request of the Comptroller General of the United States, or by any of the Secretary's or Comptroller General's duly authorized representatives, this Agreement, and the books, documents, and records related thereto that are necessary to verify the nature and extent of the cost of the services provided under this Agreement.
2. Whistleblower Protections: This Agreement and HPC employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
3. Privacy: Each Party agrees to maintain the security and privacy of any individually identifiable patient health information ("PHI") transmitted electronically for the purpose of a "covered transaction," regardless of whether it is received from or created for the other Party, in accordance with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the privacy, security, and breach notification regulations promulgated pursuant

thereto, including amendments and regulations which may become effective during the term of this Agreement ("HIPAA"). For the purpose of this section, "covered transaction" has the meaning established by HIPAA and its implementing regulations, including The Privacy Rule. Neither party will use or disclose such PHI, other than as expressly permitted by this Agreement or as required by law. The parties may, however, use PHI for purposes of managing their internal business processes relating to their functions under this Agreement. The Parties further agree to use appropriate safeguards to prevent the unauthorized use or disclosure of such PHI as required by HIPAA and, upon reasonable request, provide each other or the Secretary of the United States Department of Health and Human Services with information regarding their respective security and privacy practices. In the event one Party uses or discloses any PHI without proper consent or authorization, or the privacy or security of such PHI is otherwise compromised, that party shall immediately report to the other the unauthorized use or disclosure or compromise and the remedial action proposed or taken with respect to mitigating any harm related to such use or disclosure to the extent practicable. Further, such Party will cooperate in providing notice to affected individuals, as may be required under state and federal breach notification laws. Each Party also agrees to keep a record of all disclosures of PHI consistent with HIPAA requirements and allow patients to access such record of their PHI disclosures and copy their PHI in that Party's possession. Upon termination of this Agreement, each Party shall return or destroy any PHI received from or created for the other Party in accordance with HIPAA. If the return or destruction of such PHI is not feasible, each Party agrees to extend the protections of this Agreement to such information and limit further use of the PHI to those purposes that make the return or destruction of the PHI not feasible. Consistent with this Section, the Parties will require that their subcontractors or agents maintain the security and privacy of any PHI received from the other Party in accordance with the terms of this Agreement and applicable state and federal laws and regulations. The Parties agree to take such action as may be necessary, from time to time, to amend this Agreement as necessary for the Parties to comply with HIPAA. Whether or not expressly stated herein, this Section shall be construed to encompass all requirements of 45 CFR Part 160 and Part 164, as modified and amended January 25, 2013 and effective March 26, 2013, which amends, implements and incorporates provisions from the Health Information Technology and Economic Clinical Health Act. Any ambiguity in the terms of this Section shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA.

***[The remainder of this page is intentionally left blank.]***

**S. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
John Bacon, Mayor  
City of Olathe

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

  
Deputy City Attorney

**Health Partnership Clinic, Inc.**

By:  \_\_\_\_\_  
Amy Falk, CEO  
407 S. Clairborne Rd, Suite 104  
Olathe, KS 66062  
(913) 433-7583

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## **EXHIBIT A**

### **Description of Mobile Integrated Health Program**

#### **Mobile Integrated Healthcare (MIH) Program Description**

The Olathe Fire Department's Mobile Integrated Health (MIH) Program has been serving the community since July 2014. In that time, the program has developed core services focused on patient care, care coordination and prevention activities. The primary focus of the program has been on providing the right care or resources to help improve health outcomes in Olathe and developing relationships in the community to be able to do that most effectively.

The MIH program is designed to meet the needs of the underserved in Olathe. There are many individuals in the community who experience what they describe as an "emergency" that may not require a traditional "lights and sirens" response. One of the goals of the MIH program is to decrease these non-emergent 9-1-1 calls. If the MIH can help get the patient connected to care, the patient will be less likely to call 9-1-1. Fire and medical resources will be kept available for those with truly emergent situations.

#### **How the Program Works**

The MIH program uses an integrated approach to help the patient navigate resources to the most appropriate level of care, from hospital, clinic, or even remaining at home. Currently, the MIH program consists of a team with a firefighter/paramedic and nurse practitioner. The MIH unit is in service during the week and staffed at times that best meet the needs of patients. The nurse practitioner is a bilingual provider to ensure effective communication with Spanish-speaking community members.

#### **Program Growth**

In 2024, the MIH program is expected to grow with additional investment from the City, the federal government and charitable contributions. An additional team (firefighter paramedic and Nurse Practitioner) will be placed in service to follow-up on patients who refuse treatment during emergency incidents; require firefighter support after a fall; or those who are referred from hospitals or social service agencies. The new team will be in a new ambulance-type vehicle that is customized to provide patient privacy and more clinical services in the field.

Additionally, as funds permit, the MIH Program expects to build specific capacity to support patients with substance abuse/overdose issues in Olathe. This is expected to include hiring a Community Health Worker and working with Health Partnership Clinic to provide an addiction counselor to support to the community as a dedicated member of the MIH Program.

#### **Leveraging Community Partnerships and City Investment**

The City of Olathe has made a significant financial investment in the MIH program through dedicated personnel, vehicles, and equipment. The program's funding comes partially from the City's General Fund and is not reliant solely on grant funds. The City expects to increase its investment in the MIH program in 2024 by using City Opioid Settlement Funds to support the behavioral health/substance abuse emphasis.

The City has a strong history of sustaining innovative programs that support its citizens. The Olathe Fire Department recognizes the program's goals align with the initiatives of community partners. The Health Partnership Clinic employs the Nurse Practitioner (NP) for the MIH program allowing for strong coordination between the MIH unit in the field with the clinic where many patients will receive services. This NP position is funded through the charitable contribution by Olathe Medical Center, Inc. The additional staff positions for the second MIH team and MIH support will be funded by a combination of other funding sources.

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Olathe Fire Department ("OFD") will:

- a. warrant day-to-day non-clinical supervision shall be provided by the MIH Captain Paramedic or next highest ranking OFD staff assigned to the MIH unit during the time in which HPC staff are operating in support of OFD paramedics, not to include supervision required for the maintenance of any individual's clinician license as required by the applicable regulatory board;
- b. make available appropriate space, furnishing, and supplies necessary for the provision of primary healthcare services, the cost of which shall be shared according to **Exhibit C**;
- c. provide input into selection of providers during hiring process;
- d. submit information on employee performance as it pertains to MIH program;
- e. assist in obtaining necessary intake information and documentation, including but not limited to, release of information, privacy and security notice acknowledgement, and the financial assistance application;
- f. include HPC staff in relevant staff trainings and meetings, including advisement regarding pertinent policies and procedures; and
- g. maintain protected health information, as required by state and federal law.

Health Partnership Clinic, Inc. ("HPC") will:

- a. maintain its status as a Federally Qualified Health Center (FQHC) under federal law, and notify OFD immediately if its status changes;
- b. warrant the HPC staff maintain licenses, certifications, and related supervision, as required by applicable law or regulatory body, necessary to deliver all services contemplated by this Agreement;
- c. render primary health care services through the OFD infrastructure by way of dedicated HPC nurse practitioners who spend individually no fewer than thirty-six (36) hours each week in the field and four (4) hours of clinic time at HPC related to MIH program;
- d. render behavioral health services through the OFD infrastructure by way of a dedicated HPC mental health counselor who spends individually no fewer than thirty-six (36) hours each week in the field and four (4) hours of clinic time at HPC in direct support of the MIH program;
- e. if a primary provider is unable to be in field for extended period, HPC will work to provide another provider to fill role as feasible with intent of continuous support to MIH program. This temporary provider does not have to have the same level of certification as the primary provider.
- f. submit schedule modifications in writing to be mutually agreed upon by the parties at least seventy-two (72) hours in advance of the modification;
- g. notify OFD no fewer than twenty-four (24) hours in advance in the event of an unplanned cancellation of scheduled service provision hours;
- h. provide and maintain a portable computing device and secure mobile internet access for HPC staff to access the HPC electronic health record software and related

resources;

- i. allow access to OFD MIH team members to HPC electronic health record as appropriate;
- j. maintain protected health information, as required by state and federal law; and
- k. convey aggregate data, assist with report preparation for funding entities and otherwise participate in on-going collaborative efforts for the MIH program.



**EXHIBIT C  
FEE & RATE SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT  
FOR MOBILE INTEGRATED HEALTHCARE**

**NURSE PRACTITIONER SERVICES (ONE YEAR PERIOD):** The fee below represents estimated cost of 1.0 FTE nurse practitioner position in 2024. HPC will bill the OFD based on the actual cost of the specific employee not to exceed \$165,000 per year.

Personnel Costs (salary, work comp, CME, credentialing, etc.)	\$135,725
Electronic Medical Record Costs	\$8,033
Malpractice Insurance	\$2,750
Technology	\$2,550
Supplies	\$5,400
Supervision/Oversight	\$10,823
<b>Total Cost for 1.0 FTE</b>	<b>\$165,281</b>

The following table provides the total “not to exceed” cost allowed for each potential renewal period. This is based on midrange experience and includes a 3% increase each year.

Potential Renewal Year	Total Cost Not to Exceed:
2025	\$169,000
2026	\$172,000
2027	\$176,000
2028	\$180,000

**ADDICTION COUNSELOR SERVICES (ONE YEAR PERIOD):** The fee below represents estimated cost of 1.0 FTE Licensed Masters Addiction Counselor (or similarly qualified) position in 2024. HPC will bill the OFD based on the actual cost of the specific employee not to exceed \$126,000 per year.

Personnel Costs (salary, work comp, CME, credentialing, etc.)	\$90,814
Electronic Medical Record Costs	\$8,033
Malpractice Insurance	\$2,750
Technology	\$2,550
Supplies	N/A
Supervision/Oversight	\$4,037
One-time recruitment fee	\$17,500
<b>Total Cost for 1.0 FTE</b>	<b>\$125,683</b>

The following table provides the total “not to exceed” cost allowed for each potential renewal period. This is based on midrange experience and includes a 3% increase each year.

Potential Renewal Year	Total Cost Not to Exceed:
2025	\$128,000
2026	\$131,000
2027	\$133,000
2028	\$136,000

**BILLING:** HPC will invoice OFD monthly for one-twelfth of the annual fees listed above for each active staff position supporting MIH program. If a position is vacant for a portion of the month, a pro-rated fee will be charged based on days filled during the month. Initial new provider credentialing and recruitment fee will be reimbursed in initial year of employment only.

In accordance with Section V.G. of this Agreement, this Exhibit C: Fee & Rate Schedule may be modified or amended in writing mutually agreed to and accepted by both Parties to this Agreement.

HPC agrees to maintain records of receipts and expenditures relating to the MIH program. All financial and other records relating to the Project shall be made available, upon request, at HPC’s regular place of business for audit by City personnel, or its designated representative, at any time during the term of this Agreement and for a period of one year following the expiration or termination of the Agreement. The City shall give reasonable notice to HPC when an audit is to occur, and shall inform HPC of all material audit findings. Any material discrepancies disclosed by the audit, if not corrected to the City’s satisfaction within a reasonable period of time, shall be a ground for termination under Section V.A. of this Agreement.

**EXHIBIT D**  
**CITY OF OLATHE INSURANCE REQUIREMENTS**

**A. Insurance.** Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

**Limits:** Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

**Limits:** Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000  
Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

**Limits:** \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

**Limits:** Each Claim: \$1,000,000; General Aggregate: \$1,000,000

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must

include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

**Limits:** Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000

6. Medical Malpractice: Consultant is a Federally Qualified Health Center (FQHC) under federal law and claims against Consultant are governed by the Federal Tort Claims Act (FTCA). Consultant shall provide proof of FTCA coverage by providing a copy of its Notice of Deeming Action (NDA) along with written confirmation that all individuals providing services under this Agreement are Covered Individuals. Additionally, Consultant shall maintain FTCA Wrap (Gap) Coverage, including sexual abuse and molestation, with minimum limits to be \$1,000,000 each claim / annual aggregate.

**B. Exposure Limits.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

**C. Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.

**D. Verification of Coverage**

1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments"

section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

- E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.
- F. Subconsultant's Insurance:** If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.

**EXHIBIT E**  
**Certificate of Insurance**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Haas &amp; Wilkerson Insurance</b> <b>4300 Shawnee Mission Parkway</b> <b>Fairway, KS 66205</b> <b>913 432-4400</b>	<b>CONTACT NAME:</b> <b>Stephanie Beggs, CISR</b> <b>PHONE (A/C, No, Ext):</b> <b>913.676.9233</b> <b>FAX (A/C, No):</b> <b>913.432.6159</b> <b>E-MAIL ADDRESS:</b> <b>hwcertificates@hwins.com</b>																					
<b>INSURED</b> <b>Health Partnership Clinic, Inc.</b> <b>407 S Clairborne Rd, Ste 104</b> <b>Olathe, KS 66062</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2"><b>INSURER A : ACE Property &amp; Casualty Ins Co. (CHUBB)</b></td><td><b>20699</b></td></tr> <tr> <td colspan="2"><b>INSURER B : Previsor Insurance Company</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER C : Columbia Casualty Company</b></td><td><b>31127</b></td></tr> <tr> <td colspan="2"><b>INSURER D : Great Northern Insurance Company</b></td><td><b>20303</b></td></tr> <tr> <td colspan="2"><b>INSURER E :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER F :</b></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A : ACE Property &amp; Casualty Ins Co. (CHUBB)</b>		<b>20699</b>	<b>INSURER B : Previsor Insurance Company</b>			<b>INSURER C : Columbia Casualty Company</b>		<b>31127</b>	<b>INSURER D : Great Northern Insurance Company</b>		<b>20303</b>	<b>INSURER E :</b>			<b>INSURER F :</b>		
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<b>INSURER F :</b>																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>D52770658</b>	<b>07/12/2023</b>	<b>07/12/2024</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>D</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>73604285</b>	<b>07/12/2023</b>	<b>07/12/2024</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<b>D52770683</b>	<b>07/12/2023</b>	<b>07/12/2024</b>	EACH OCCURRENCE <b>\$1,000,000</b> AGGREGATE <b>\$1,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>	<b>PRV301410200</b>	<b>07/12/2023</b>	<b>07/12/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>C</b>	<b>Professional</b>			<b>HMA4032351047</b>	<b>02/08/2024</b>	<b>02/08/2025</b>	<b>\$1,000,000 Per Claim</b> <b>\$3,000,000 Aggregate</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**City of Olathe is included as an Additional Insured with respects to the General Liability and Auto Liability when required by written contract.**

**CERTIFICATE HOLDER****CANCELLATION**

**City of Olathe Kansas**  
**PO Box 768**  
**Olathe, KS 66051**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**EXHIBIT F**  
**Certificate of Good Standing to Conduct Business in Kansas**



STATE OF KANSAS  
OFFICE OF SECRETARY OF STATE  
CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 1826809

Business Name: HEALTH PARTNERSHIP CLINIC, INC.

Type: Domestic Not For-Profit Corporation

Jurisdiction: Kansas

was filed in this office on February 21, 1992, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:  
I affix my official certification seal.  
Done at the City of Topeka,  
on this day May 24, 2024.

SCOTT SCHWAB  
KANSAS SECRETARY OF STATE