

## **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., a Kansas not-for-profit corporation, hereinafter "Consultant" (collectively, the "Parties").

In 2019, 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 2020, Olathe Medical Center, Inc., committed to making the same type of annual charitable contribution to City each year from 2020 through 2023 provided City maintains the MIH Program in existence. The funds received in 2019 and 2020 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 charitable contribution funds from Olathe Medical Center, Inc. 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 those professional services 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 premise 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 by all public entities having jurisdiction over Consultant and the Project.

### **SECTION I - DEFINITIONS**

**"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.

**"Contract Documents"** means those documents so identified in this Agreement.

**"Consultant Documents"** means all documents required or reasonably implied by the nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"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.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

## **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. to pay for the Professional Services, City agrees to pay Consultant an amount not to exceed \$109,920.00 (One Hundred and Nine Thousand Nine Hundred and Twenty Dollars and No Cents) per year. City agrees to pay Consultant for Professional Services pursuant to the attached fee schedule, and City will not pay Consultant when the MIH Program position is vacant (**Exhibit C**). For 2020, City agrees to pay Consultant a prorated amount based on the months in which Consultant provides Professional Services.

### **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. 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.
3. 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 initial term of this Agreement is from May 1, 2020 through December 31, 2020. At the end of the term period, the

Parties may mutually agree, in writing, to renew the contract for up to three (3) additional terms of one (1) year each. If all three (3) renewal terms are completed, this Agreement will terminate on December 31, 2023.

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

Consultant will perform the Professional Services required for the execution of the Project 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. DUTIES:** City will perform the various duties and services which are outlined and designated in **Exhibit B** as City's responsibility.

### **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 to the other Party.

Address for Notice:

IF TO HPC:  Amy Falk; HPC CEO 407 S. Clairborne Rd., Ste. 104 Olathe, KS 66062 P: 913/433-7583 F: 913/393-9934	IF TO OFD:  Jeff DeGraffenreid, Fire Chief Olathe Fire Department 1225 S. Hamilton Circle Olathe, KS 66061 P: 913/971-7900 F: 913/971-7982
--	---

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 Project 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 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: 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.

**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. 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. 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.
4. 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 this Project 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. 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 will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit F**).

**M. 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.

**N. 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.

**O. 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 A).

**P. 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.]***

**P. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Michael E Copeland, Mayor

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney/Deputy City Attorney/  
Assistant City Attorney

Health Partnership Clinic, Inc.

By: \_\_\_\_\_  
Amy Falk, CEO

407 S. Clairborne Rd, Suite 104  
Olathe, KS 66062  
(913) 433-7583

**TABLE OF CONTENTS  
OF EXHIBITS**

<b>Exhibit A</b>	<b>Description of Mobile Integrated Health Program</b>
<b>Exhibit B</b>	<b>Scope of Services</b>
<b>Exhibit C</b>	<b>Fee/Rate Schedule</b>
<b>Exhibit D</b>	<b>City of Olathe Insurance Requirements</b>
<b>Exhibit E</b>	<b>Certificate of Insurance</b>
<b>Exhibit F</b>	<b>Certificate of Good Standing to Conduct Business in Kansas</b>

## **EXHIBIT A**

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

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 "lights and sirens" response. The MIH program uses an integrated approach (leveraging community partners - hospitals, safety net clinics, etc.) to help the patient navigate resources to the most appropriate level of care, from hospital, clinic, or even remaining at home.

The MIH program consists of response vehicles staffed with firefighter/paramedics and a nurse practitioner. The MIH units are in service during the week and staffed at times that best meet the needs of consumers. When working with a patient, the MIH staff assesses the patient and gathers information. Then, the goal is to connect the patient to the right care in the right place. For some, this is help with securing appointments and transportation to federally-qualified health centers, mental health and other clinics or a trip to the hospital. It also could be providing treatment on site for minor or chronic conditions allowing the patient to remain at home.

Services include general welfare checks, wellness /prevention support (i.e. blood pressure checks, vaccinations), minor medical problem diagnosis and treatment, hospital discharge follow-up, medication adjustment, wound and catheter care, etc.

#### **Community Partnerships**

The Olathe Fire Department is partnering with several community organizations in an effort to help increase care coordination for those in need. Health Partnership Clinic plans to employ the Nurse Practitioner for the MIH program allowing for strong coordination between the MIH units in the field with the clinic where many patients will receive services. Olathe Medical Center, Inc. plans to continue to make charitable donations to the City in support of the MIH Program.

#### **Program Investment**

The City has made a significant financial investment in the MIH program through dedicated personnel, vehicles, and equipment. The program's funding comes from the City's General Fund and is not reliant on grant funds or special revenue. The City has a strong history of sustaining innovative programs that support its citizens.

**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 B**;
- c. provide input into selection of provider 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 a dedicated HPC staff member no fewer than thirty-two (32) hours each week in the field and eight (8) hours of clinic time at HPC related to MIH program;
- d. if 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 be a mid-level practitioner.
- e. submit schedule modifications in writing to be mutually agreed upon by the parties at least seventy-two (72) hours in advance of the modification;
- f. notify OFD no fewer than twenty-four (24) hours in advance in the event of an unplanned cancellation of scheduled service provision hours;
- g. 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;
- h. maintain protected health information, as required by state and federal law; and
- i. convey aggregate data and otherwise participate in on-going collaborative efforts to pilot the Mobile Integrated Healthcare program.

**EXHIBIT B**  
**Fee & Rate Schedule**

**PROFESSIONAL SERVICES AGREEMENT  
FOR MOBILE INTEGRATED HEALTHCARE**

\$1,345	Computer/Connectivity
\$85,533	Staff Salary/Fringe/Tax
\$5,031	EMR License/Fees
\$2,500	Malpractice
\$5,005	Supplies
\$10,506	Supervision/Oversight
\$109,920	<b>TOTAL FEE</b>

Billing: HPC will invoice OFD monthly for one-twelfth of the annual fee listed above, or \$9,160. If the position is vacant for a portion of the month, a pro-rated fee will be charged based on days filled during the month.

**EXHIBIT C**  
**CITY OF OLATHE INSURANCE REQUIREMENTS**

**A.** Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

**B.** Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. 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.
6. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
7. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall 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.** Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D.** Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

**E. Cancellation.** Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

**F. Sub-Consultants.** All coverages for sub-Consultants must meet all of the requirements stated herein.



**EXHIBIT D**  
**Certificate of Insurance**

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