



Project title: Authorize the Mayor to sign and adopt Amendment No. 2 to the Vera Clinic Agreement to add post-job offer physicals as a clinic service.

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:
May 4, 2022

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments: Amendment No 2.

Department(s) involved:
HR

Contact person:
Kandy Bartlett

Phone number:
425.257.8706

Email:
kbartlett@everettwa.gov

Initialed by:
KB
Department head

Administration

Council President

Consideration: Approve Amendment No. 2

Project: Amendment 2 to Vera Clinic Agreement Post Offer Physicals

Partner/Supplier : Vera Whole Health

Location:

Preceding action:

Fund: 503 504 1000 410

Fiscal summary statement:

\$100 per completed exam each month with an estimated \$2400.00 per year depending on hiring. As per the current Vera Clinic agreement the City remains responsible for all pass through costs of any additional equipment necessary to perform this additional service and will remain responsible for costs associated with any additional lab testing required as a reimbursable charge and/or an off-site laboratory charge. The estimated annual cost for equipment and laboratory would be \$1000.00

Project summary statement:

The City has utilized additional third parties to contract for post-job offer physicals. This has often presented challenges in customer service, scheduling, and costs. The City's existing contract with Vera Whole Health can be utilized to increase customer service for job candidates, turn around times, and reduce cost.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Vera Clinic Agreement to add post-job offer physicals as a clinic service.

**AMENDMENT NO. 2
TO
VERA CLINIC AGREEMENT**

THIS AMENDMENT NO. 2 TO VERA CLINIC AGREEMENT (this “*Amendment*”), dated as of May 4, 2022 (the “*Effective Date*”), amends the terms of the June 7, 2019 Vera Clinic Agreement (the “*Agreement*”) by and among Vera Whole Health, Inc., Vera Whole Health WA, P.C. (collectively “*Vera*”), and the City of Everett (previously “*Employer*”), as amended.

Pursuant to Section 10.10 of the Agreement, parties desire to amend the Agreement to add additional services (post job offer physicals for certain Employer staff) performed by Vera and to outline their respective obligations for these service additions. Now, therefore, for valuable consideration, the parties agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the same meaning as they are given in the Agreement.

2. Amendment. The Agreement is hereby amended as follows:

2.1 Paragraph 10.2 Notices is amended to update Vera addresses for notice as follows:

To Vera Whole Health, Inc. and/or Vera Whole Health WA, P.C.:

Vera Whole Health, Inc.
1201 Second Ave., Suite 1400
Seattle, WA 98101
Attention: Chief Financial Officer

With a copy to:

Cairncross & Hempelmann, P.S.
524 Second Ave., Suite 500
Seattle, WA 98104
Attention: Robert C. Seidel

The remainder of Paragraph 10.2 Notices shall remain as provided in the Agreement.

2.2 Paragraph B. Vera P.C. Clinical Services of Schedule 1 Services is amended to add a new subparagraph (16) as follows:

(16) Post-Job Offer Physicals. Vera will provide post-job offer physicals for potential Employer staff at the Central Everett care center as mutually agreed by the Parties. Vera shall be provided with reasonable time for the implementation and training required to support this service addition. Physicals are anticipated to include, without limitation:

- Medical history review

- General physical exam. For clarity, physicals will not include audiograms.
- Urine dipstick. For clarity, urine dipstick does not include additional urine testing.
- Bend/lift/reach evaluation (simple)
- Clearance letter for the position based on physical requirements communicated to Vera by Employer

2.3 Paragraph 1.1 to Schedule 2 Fees is amended to add a new subparagraph:

(c) Post-Job Offer Physicals. In addition to the Admin PPPM Fee and all other amounts provided for in this Agreement, Employer shall maintain an accurate listing of all post-job offer physicals performed during the month and submit a listing of the same to Vera for approval along with payment of \$100 per completed exam each month. Employer will remain responsible for the costs of any additional equipment necessary to perform this additional service and will remain responsible costs associated with any additional lab testing required as a reimbursable charge and/or an off-site laboratory charge.

3. Counterparts. This Amendment may be executed in counterparts, and signed counterparts may be delivered by electronic transmission, such counterparts, when taken together, constituting a single integrated agreement.

4. Ratification. Except as expressly modified by this Amendment, the Agreement is reinstated and reaffirmed and remains in full force and effect as originally executed as amended by this Amendment. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control over the Agreement to the extent necessary to give effect the intent of the parties hereunder.

(Signature page follows)

The parties have executed this Amendment No. 2 to Vera Clinic Agreement as of the Effective Date.

VERA WHOLE HEALTH, INC.:

By: _____

Its: _____

VERA WHOLE HEALTH WA, P.C.:

By: Vera Whole Health, Inc., its Agent

By: _____

Its: _____

CITY OF EVERETT WASHINGTON

By:

Cassie Franklin, Mayor

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney