



PROFESSIONAL SERVICES AGREEMENT for Kirkland Firefighter Annual Physicals

The City of Kirkland, Washington, a municipal corporation ("City") and the successful proposer to Request for Proposal (RFP) No 06-23-FD, Life Extension Clinics Inc., whose address is 1011 North MacDill Avenue, Tampa, FL 33607 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

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

II. COMPENSATION

- A. The City will pay Consultant for performance of these services based on the rates and charges set forth in Attachment A.
- 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. Billing for wellness exams shall be submitted to either the City or LEOFF Trust within thirty (30) days. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of services performed. Invoices shall describe and document the services performed, including the dates, hours, services, and charges, and shall reflect applicable billing rates and charges.
- 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 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. GENERAL ADMINISTRATION AND MANAGEMENT

The Fire Administration 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.

IV. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2024. This agreement includes a renewal option of a one-year period for further services, at the discretion of the City. For purposes of paying final invoices and renewing or finalizing services, this contract

expires on February 28 of the year following the estimated completion date of services.

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.

V. TERMINATION OF AGREEMENT

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

VI. RECORDKEEPING AND AUDIT

- A. Records. The Consultant shall maintain complete and accurate testing records on each firefighter, including, but not limited to, annual requirements for specific tests. A complete copy of the information gathered during a firefighter's annual physical, including interpretive data and fit for duty status, shall be issued to each firefighter within 15 business days after being requested by the individual. Detailed documentation of all personnel tested, services provided, and fit for duty status shall be provided to Fire Department Chief. The City shall also receive from the Consultant an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department.
- B. Ownership. All reports and data, other than patient medical records, derived from the program under this Agreement shall be considered the property of the City and no release shall be authorized without express written consent of the City through the City's contract administrator.
- C. HIPAA. All reports and information shared shall adhere to medical privacy laws as prescribed through the Health Insurance Portability and Accountability Act of 1996, unless authorized by the individual patient in writing. Consultant is required to implement and maintain the appropriate policies and procedures to comply with the provisions of HIPAA and the current rules and regulations enacted by the Department of Health and Human Services. Any violations of the HIPAA rules and regulations will be reported immediately to the contract administrator and the participant with Consultant's actions to mitigate the effect of such violations.
- D. Records Retention and Examination. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW, 42 USC §§1320 et seq., 42 CFR Part 2, Chapters 70.02, 70.24, 70.96A, and 71.05 RCW, or other state and federal statutes and regulations governing confidentiality and/or disclosure.

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by 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 defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 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:

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 \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or 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 these 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 amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement 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.

G. 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 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 agreement 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 or 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. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible, or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XXI. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

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

CONSULTANT:

By: Patricia Johnson

CITY OF KIRKLAND:

By: Julie Underwood
Julie Underwood (Mar 19, 2024 18:51 PDT)

Julie Underwood, Deputy City Manager

Date: 303/19/2024

Date: March 19, 2024

Scope of Work

- Vendor shall complete annual firefighter wellness exams for approximately 120 employees satisfying the requirements of National Fire Protection Agency Standards (NFPA) 1582 and 1583 as well any applicable Washington Administrative Code (WAC). These standards can be found at <https://www.nfpa.org/>. Additionally, exam shall include provision for audiology testing. Tuberculosis testing, flu shots and administration of required vaccinations are desirable options. Up to 14 Hazardous Materials Response Team members physicals meeting the requirement of WAC and NFPA must be included in all proposals.
- All exams will be conducted at a Kirkland Fire Department facility. Provisions for make-up exams must be included in all proposals. Proposals for exams *not* conducted on site, with no provisions for make-up exams, shall not be considered. Vendors will agree to provide a fit for duty/not fit for duty to the City of Kirkland. Aggregated wellness exam data, to include age, gender, overall health, wellness trends, cause and type of injury patterns, and possible remediation shall be submitted to the Fire Department within sixty (60) days of completion of exams.
- Billing for wellness exams shall be submitted to either the City of LEOFF Trust within thirty (30) days. The City will pay the consultant based on the actual number of wellness exams conducted, which is estimated to be 120. Proposers may allow for their services to begin in either 2023 or 2024, but City will need to provide services in both years.

TAB 3: Pricing

LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2023 PRICE QUOTE: Kirkland Fire Department RFP Firefighter Annual Wellness Exams Job #06-23-FD	
	2023
<i>Public Safety Annual Physical</i>	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Sleep Disorder Evaluation, Epworth Sleep Scale	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision with Peripheral, Depth Perception, and Color	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
<i>Laboratory Tests:</i>	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
PSA (Prostate cancer marker, Men)	Included
Testosterone (Men)	Included
<i>Ultrasound Screenings (Early Detection of Heart Disease and Cancer):</i>	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Prostate Ultrasound	Included
Testicular Ultrasound	Included
Ovaries and Uterus Ultrasounds	Included
<i>Cardiopulmonary Testing</i>	
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal, Bruce Protocol)	Included
EKG, 12 Lead	Included
Spirometry, PFT Lung Capacity	Included
OSHA Respirator Medical Clearance	Included
<i>Fitness Evaluations per NFPA 1583-IAFF/IAFC Wellness Fitness Initiative:</i>	
Fitness tests for muscular strength & endurance	Included
Sit and Reach, Planking, Grip Strength,	Included
Sit Up Test, Wall Sit, Flexibility	Included
VO2 Max Calc for Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included
Personal Wellness Plan with recommendations	Included
LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2023 BASIC COST	\$650.00

	Line-Item COST
OPTIONAL Tests Available:	
Chest X-Ray, 2 view with radiologist review	\$81.00
Lumbar X-Ray, 2 view with radiologist review	\$81.00
Hazmat Cholinestrese	\$82.00
Hazmat Heavy Metals	\$82.00
Hepatitis A Screening Test	\$60.00
Hepatitis A Titer	\$39.00
Hepatitis B Screening Test	\$60.00
Hepatitis B Titer	\$39.00
Hepatitis C Screening Test	\$65.00
HIV Test, Gen 4	\$37.00
PPD TB Skin Test	\$24.00
QuantiFeron TB Blood Test	\$72.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	\$32.00
MMR Booster	\$86.00
MMR Titer	\$86.00
Varicella Titer	\$130.00
Polio Booster	\$32.00
Polio Titer	\$65.00
OSHA Respirator Mask Fit Testing (Portacount)	\$43.00
Drug Screen, I CUP	\$51.00
Drug Rescreen with confirmation	\$59.00
Medical Review Officer (MRO) as indicated/secondary review	\$119.00
Phlebotomist (Blood Draw) Fee	\$26.00
Flu Shots, Vaccinations	N/A
Mandatory <i>LifeScan Wellness Centers Proprietary EMR (Electronic Medical Record (EMR) System Administrative Cost, Data Storage, Enhanced Data Dashboards</i>	\$10.00

Pricing subject to LEOFF Contract












32400059 2024 FF Wellness Exam Services

Final Audit Report

2024-03-20


Created:	2024-03-15
By:	Chris Perez (CPerez@kirklandwa.gov)
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