

COOPERATIVE PURCHASING AGREEMENT FOR PHYSICAL EXAMINATION SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR PHYSICAL EXAMINATION SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Client") and **LIFE EXTENSION CLINICS, INC., D/B/A LIFE SCAN WELLNESS CENTERS**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3530228) ("Life Scan" or "Contractor").

WHEREAS, after a competitive procurement process, on January 1, 2021 the City of Clearwater entered into an Employment Health Services Agreement with Life Scan for Life Extension Clinics to provide physical examinations and drug and alcohol screening (the "City of Clearwater Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to piggyback the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to utilize Life Scan's physical examination services to fulfill the integrated medical examination requirement for Ocala Fire Rescue personnel under the same terms and conditions provided under the City of Clearwater Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Life Scan agrees to extend the terms, conditions, and pricing of the City of Clearwater Agreement to City, subject to the terms and conditions of this Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meanings specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement between the City of Ocala and Life Extension Clinics d/b/a Life Scan Wellness Center, as it may from time to time be amended or modified pursuant to its terms and conditions.
 - B. **City of Clearwater Agreement:** shall mean the Employment Health Services Agreement between the City of Clearwater, Florida and Life Extension Clinics, Inc. d/b/a Life Scan Wellness Center dated January 1, 2021, and its attachments, as attached hereto as Exhibit A – City of Clearwater Agreement and incorporated herein by reference.
3. **INCORPORATION OF CITY OF CLEARWATER AGREEMENT.** The City of Clearwater Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Clearwater Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Clearwater Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms "City of Clearwater" shall be replaced and intended to refer to the "City of Ocala."

5. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, and equipment necessary for Contractor to perform its obligations under this Piggyback Agreement as set forth in the attached Exhibit A. The Scope of Services and/or pricing under this Piggyback Agreement may only be adjusted by written amendment executed by both parties.
6. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 - Exhibit A:** City of Clearwater Agreement (A-1 through A-10)
7. **COMMENCEMENT AND TERM.** This Piggyback Agreement shall become effective and commence on **APRIL, 19, 2023** and continue in effect through and including **DECEMBER, 31, 2023** (the "Term").
8. **COMPENSATION.** City shall pay Contractor an amount no greater than **SIXTY-FOUR THOUSAND AND NO/100 DOLLARS (\$64,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in Exhibit A. Pricing shall be firm for the term of this Piggyback Agreement.
 - A. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Fire Rescue Attn: Amy Johnson, 505 NW Martin Luther King, Jr. Avenue, Ocala, Florida 34475**, E-Mail: ajohnson@ocalafl.org.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - E. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Piggyback Agreement.

Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

- F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer’s Certification of Exemption 85-8012621655C-9). The City’s Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City’s Tax Exemption Number for securing materials listed herein.
- 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Piggyback Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (“Force Majeure”). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Piggyback Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Piggyback Agreement shall be provided to the satisfaction and approval of the Project Manager.
 - A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of services provided, the rate of progress of services, and the acceptable fulfillment of the Piggyback Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in the City of Clearwater Agreement. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Piggyback Agreement and shall not extend to the actual performance of services.
 - B. Neither the Project Manager’s review of Contractor’s services nor recommendations made by Project Manager pursuant to this Piggyback Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor’s work in progress or for the means, methods, techniques, sequences, or procedures or safety precautions or programs incident Contractor’s furnishing and performing the services.
- 8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Piggyback Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Piggyback Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Piggyback Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Piggyback Agreement. City's election to terminate the Piggyback Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Piggyback Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Piggyback Agreement;
 - (3) Contractor fails to complete the services required within the time stipulated in the Piggyback Agreement; or
 - (4) Contractor fails to make progress in the performance of the Piggyback Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Piggyback Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Piggyback Agreement and pursue all remedies available at law or equity, to include termination of this Piggyback Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Piggyback Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Piggyback Agreement without further notice;
 - (2) City shall be entitled to hire another contractor to complete the required services in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Piggyback Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Piggyback Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Piggyback Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities,

or supplies, in connection with its performance under this Piggyback Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the services completed in conformity with this Piggyback Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Piggyback Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Piggyback Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of this Piggyback Agreement, City may evaluate Contractor’s performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL PIGGYBACK AGREEMENT.** Any contractor who enters into an agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of the terms and conditions of this Piggyback Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Piggyback Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City’s written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Piggyback Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Piggyback Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a “public entity crime” as defined in section 287.133(1)(g), Florida Statutes, is “a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States...” Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Piggyback Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Piggyback Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Piggyback Agreement, and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Piggyback Agreement during the pendency of any dispute or disagreement arising out of or relating to this Piggyback Agreement, except as Contractor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Piggyback Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Piggyback Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Piggyback Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor’s operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor’s Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Piggyback Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Piggyback Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Piggyback Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Piggyback Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Piggyback Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Piggyback Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
 - F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Piggyback Agreement shall constitute material breach of this Piggyback Agreement.
 - G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the services. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of work.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of this Piggyback Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Piggyback Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create

any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Piggyback Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Piggyback Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Piggyback Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Piggyback Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Piggyback Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Piggyback Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Piggyback Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional workers and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Piggyback Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Piggyback Agreement as deemed necessary by the Florida Office of the Inspector General, the City’s Internal or External auditors or by any other Florida official with proper authority.
- 30. **PUBLICITY.** Contractor shall not use City’s name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City’s prior written approval.
- 31. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Piggyback Agreement. Contractor shall also require all subcontractors performing work under this Piggyback Agreement to utilize the E-Verify system for any employees they may hire during the term of this Piggyback Agreement.
- 32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor’s business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
- 33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Piggyback Agreement, even if known, shall not affect the right of such

party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Piggyback Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Piggyback Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Piggyback Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Piggyback Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Piggyback Agreement.
35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Piggyback Agreement including, without limitation, harm or personal injury to third persons during the term of this Piggyback Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Piggyback Agreement and shall be fully binding until any proceeding brought under this Piggyback Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Piggyback Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Life Extension Clinics, Inc.
d/b/a Life Scan Wellness
Attention: Patricia Johnson, CEO
1011 No. MacDill Avenue
Tampa, Florida 33607
E-mail: patricia.johnson@lifescanwellness.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Piggyback Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Piggyback Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS PIGGYBACK AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Piggyback Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Piggyback Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Piggyback Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Piggyback Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Piggyback Agreement is a result of negotiations between Contractor and City, and the Piggyback Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Piggyback Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Piggyback Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Piggyback Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Piggyback Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Piggyback Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Piggyback Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Piggyback Agreement.
46. **AMENDMENT.** No amendment to this Piggyback Agreement shall be effective except those agreed to in writing and signed by both parties to this Piggyback Agreement.
47. **COUNTERPARTS.** This Piggyback Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Piggyback Agreement. Further, a duplicate or copy of the Piggyback Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Piggyback Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Piggyback Agreement, including exhibits, (if any) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Piggyback Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Piggyback Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Piggyback Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Piggyback Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Piggyback Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Piggyback Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Piggyback Agreement on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

**LIFE EXTENSION CLINICS, INC.
D/B/A LIFE SCAN WELLNESS CENTER**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)



LIFE SCAN
Wellness Centers

Piggyback Agreement for Firefighter Physicals

March 16, 2023

RE: Ocala Fire Rescue

Life Scan is pleased to agree to allow the City of Ocala Fire Rescue to piggyback on to the contract from Employment Health Services Agreement between Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers and the City of Clearwater based on Request for Proposal #51-20. We agree to extend to the City of Ocala Fire Rescue the same price and services under this contract.

Thank you very much,

Sincerely,

Chief Todd LeDuc (Ret)

Life Extension Clinics, Inc.
D/B/A Life Scan Wellness Centers

Life Extension Clinics, Inc.
EMPLOYMENT HEALTH SERVICES AGREEMENT

THIS AGREEMENT, effective the 1st of **January 2021**, by and between **Life Extension Clinics, Inc.** (referred to as "LifeScan" or "Provider") and **City of Clearwater** (hereinafter referred to as "City" or "Client").

WHEREAS, the City selected Provider based on Request for Proposals #51-20, attached hereto as Exhibit A, and responses to RFP #51-20, attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. **Scope of Services.** Provider shall perform the services set forth in Exhibit A, Request for Proposals #51-20, Employment Related Health Care Services, specifically for Fire and Police Pre-Employment Physicals, Annual Physicals, and Fitness Evaluations.
2. **Term.** This Agreement shall be for a term one (1) year commencing on the 1st day of January 2021 and shall renew for two (2) additional one (1) year terms in accordance with Exhibit A, RFP #51-20, Milestones.
3. **Changes.** Any changes to this Agreement shall be made by mutual written consent of both Parties.
4. **Compensation.** Total compensation for all services shall not exceed \$285,000 annually unless specifically authorized by the City Council. Client shall pay the Provider in accordance with the fees set forth in Exhibit B, Tab 3. Client shall pay each respective invoice in accordance with the Florida Prompt Payment Act.
5. **Termination.** This Agreement may be terminated in accordance with Exhibit A, RFP #51-20, Terms and Conditions.
6. **Insurance and Indemnification.** Provider shall maintain, at its sole cost and expense, professional liability insurance with an insurer satisfactory to Client, per the requirements set forth in Exhibit A, RFP #51-20, Insurance Requirements. The Provider shall indemnify, defend and hold Client harmless from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) based upon, arising out of or attributable to any acts or omissions arising from the Provider's performance hereunder.
7. **Licensure/Compliance.** Provider warrants and represents that it is licensed to perform the services provided under this Agreement and shall maintain all such licenses for the duration of the Agreement. In addition, Provider represents that the services provided hereunder are in compliance with any and all applicable federal and state statutes, laws and/or regulations.
8. **Assignment.** This Agreement shall not be assigned by Provider without the prior written consent of Client.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of Florida.
10. **Independent Contractors.** For all purposes hereunder, the relationship between Client and Provider is solely that of independent contractors and this Agreement does not create a partnership, joint venture or other association between any of the Providers and Client. The employees and agents of Provider shall be considered to be under the exclusive management and control of Provider.
11. **Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

To Provider: Life Extension Clinics, Inc.
d/b/a LifeScan Wellness
Centers 1011 No. MacDill Ave
Tampa FL 33607
Attn: Patricia Johnson, CEO

To Client: City of Clearwater
Municipal Services Building
PO Box 4748
Clearwater FL 33758
Attn: Jill Paul

12. **HIPAA Requirements.** The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements. The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, each Party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Each Party agrees also to comply with any state law and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.
13. **Warranty of Non-Exclusion.** Each party represents and warrants to the other that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give the other party the right to terminate this Agreement immediately.
14. **RFP Terms and Conditions.** All standard terms and conditions set forth in RFP #51-20, Terms and Conditions, are incorporated by reference and included as part of Exhibit A.
15. **Order of Precedence.** Any inconsistency in documents relating to this Agreement shall be resolved by giving precedence in the following order: (i) this Agreement, including any amendments; (ii) Provider's response to RFP #51-20; and (iii) Request for Proposals #51-20, Employment Related Health Care Services.

IN WITNESS WHEREOF, the Parties have set their hands the date and year first written above.

Provider:


 Patricia Johnson, CEO

Life Extension Clinics, Inc.
 Dba Life Scan Wellness Centers
 1011 N MacDill Ave
 Tampa FL 33607

Countersigned:


 Frank Hibbard
 Mayor

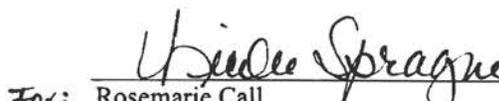
CITY OF CLEARWATER


 William B. Horne II
 City Manager

Approved as to form:


 Owen Kohler
 Assistant City Attorney

Attest:


 For: Rosemarie Call
 City Clerk
 Page 2 of 2



LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2020/2021	
PRICE QUOTE: Clearwater RFP # 51-20 Employment Related Health Care Police and Fire Physical Examination Annual and Pre-Employment Includes	
<i>Physical Exam, NFPA 1582 Compliant</i>	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Behavioral Health Evaluation	Included
Sleep Disorder Evaluation, Epworth Sleep Scale	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Visual Acuity Test, Titmus	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
CA 125 (Ovarian cancer marker, Women)	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 2020 Per Person	\$420.00

<i>OTHER Tests Available:</i>	2020 Line Item COST
Chest X-Ray, 2 view with radiologist review	\$75.00
Lumbar X-Ray, 2 view with radiologist review	\$75.00
Hazmat Cholinestrase and Heavy Metals	\$140.00
Hepatitis A Titer	\$36.00
Hepatitis B Screening Test	\$56.00
Hepatitis B Titer	\$36.00
Hepatitis C Screening Test	\$56.00
HIV Test, Gen 4	\$27.00
Hepatitis Vaccines each shot (A=2 shot series, B=3 shot series) (Based on current market costs)	\$70.00 each shot
PPD TB Skin Test	\$22.00
QuantiFeron TB Blood Test	\$67.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	\$30.00
OSHA Respirator Mask Fit Testing (Portacount)	\$40.00
Drug Screen, 1 CUP	\$47.00
Drug Rescreen with confirmation	\$55.00
ABO	\$27.00
Nicotine	\$65.00
Phlebotomist (blood draw)	\$20.00



CITY OF CLEARWATER

FINANCE DEPARTMENT, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE
TELEPHONE (727) 562-4530 FAX (727) 562-4535

October 9, 2020

Life Extension Clinics, Inc.
DBA: Life Scan Wellness Centers
Attn: Patricia Johnson
1011 N MacDill Ave
Tampa, FL 33607
Email: patricia.johnson@lifescanwellness.com

RE: RFP #51-20, Employment Related Health Care Services

Dear Patricia:

The City of Clearwater would like to thank your company for their response to our Request for Proposal for Employment Related Health Care Services. We appreciate your time and effort put into your proposal. Each submittal was ranked on the RFP criteria and overall responsiveness to the RFP requirements.

The selection committee has selected the following providers to provide Employment Related Health Care Services to the City:

- BayCare Urgent Care, LLC for Pre-employment Physicals, Pre-Employment Drug Testing, Reasonable Suspicion Drug and Alcohol Testing and Random DOT/PHMSA-Safety Sensitive Drug and Alcohol Testing.
- Life Scan Wellness Centers for Fire and Police Pre-Employment and Annual Physical and Fitness Evaluations and Fire and Police Pre-Employment Drug Testing.

Congratulations! On behalf of the selection committee and the City, I thank you again for your time and effort in responding to this RFP.

Regards,

Lori Vogel

Lori Vogel, CPPB
Procurement Manager

cc. File

Mark Bunker, Councilmember
Kathleen Beckman, Councilmember

Frank Hibbard, Mayor



David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

"Equal Employment and Affirmative Action Employer"

DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida in the Tampa Bay region. It is the third largest city in the region with an estimated population of 116,585 residents. The City of Clearwater is also a major tourist destination – Clearwater Beach has been rated #1 U.S. Beach by *TripAdvisor*, “Florida’s Best Beach Town 2013” by USA Today, and was on the “Top Ten List of Best Beaches from Maine to Hawaii”. The City of Clearwater is home to the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball, as well as hosting several sports tournaments through the year that attract visitors from across the country. Clearwater is home for Winter the Dolphin and the Clearwater Marine Aquarium. Winter’s story made it all the way to Hollywood in the motion pictures “Dolphin Tale” and “Dolphin Tale 2”, both filmed here in Clearwater.

2. **PROJECT GOAL.** The City of Clearwater (City) desires to establish contract(s) with reputable providers, preferably in the Clearwater city limits, for the medical services outlined herein (i.e. clinic, medical office, hospital), for efficiency and consistency in providing quality services to potential and existing employees. Current pricing and services are included in Exhibit A BAYCARE and LIFESCAN Current Cost Amounts–2020.

3. **SCOPE OF SERVICES.**

Pre-Employment Physicals:

- Estimated number of annual Pre-Employment Physicals: **180-250**

All physical examinations will be conducted by a physician or physician assistant licensed in the State of Florida to practice general medicine. The examining physician may employ medical assistants. These physicals would include a medical history form; they are based on minimal physical requirements associated with the job description (not limited to height, weight, blood pressure, heart rate), audiogram, back screen (if required), and spirometry for lifeguards over the age of 18.

Pre-Employment Drug Testing

- Estimated number of annual Pre-Employment Drug Testing's: **170-250**

Drug screening for specific positions; could include a dip, full panel, and/or DOT 5 (five) panel.

Reasonable Suspicion Drug and Alcohol Testing

- Estimated number of annual Reasonable Suspicion Testing's: **4**

Screenings for both DOT/PHMSA and non-DOT/PHMSA employees; may occur at various times of the day, including nights and weekends, to include post-accident, and random drug or alcohol testing. Both quick dip and send-out are required, DOT requires 5 (five) panel drug screening while others are a regular panel.

Random DOT/PHMSA – Safety Sensitive Drug and Alcohol Testing

- Estimated number of annual random 5 (five) panel drug tests: **102**
- Estimated number of annual random breath alcohol tests: **36**
- Estimated number of annual post-accident drug and alcohol tests: **3**

Screenings may occur at various times of the day, including nights and weekends. All DOT/PHMSA testing, including pre-employment, reasonable suspicion and random, must be conducted in adherence with the DOT testing regulations, utilizing the Federal Drug Testing Custody and Control Form, a DOT-approved collector, a DOT Certified Medical Review Officer, and a certified laboratory. (DOT = Department of Transportation; PHMSA = Pipeline and Hazardous Materials Safety Administration)

Fire and Police Pre-Employment and Annual Physical and Fitness Evaluations

- Estimated number of pre-employment physicals: **16 Fire and 16 Police**
- Estimated number of annual NFPA 1582/1583 physicals: **196 Fire and 252 Police**
- Estimated number of annual OSHA respirator testing: **196 Fire**

DETAILED SPECIFICATIONS

Provider must be capable of performing a comprehensive physical, entailing all elements of the NFPA 1582 firefighter physical guidelines, the NFPA 1583 Wellness Fitness Initiative, and OSHA Respirator Testing. The current LifeScan pre-employment and annual physical examinations including but not limited to, ultrasound imaging assessments, extensive lab blood profiles, fitness evaluation, and a wellness plan including diet and nutritional analysis. Respondents in this category must be able to demonstrate that the proposed physicals meet or exceed the comprehensive nature of LifeScan physicals.

4. **ADDITIONAL REQUIREMENTS.** Selected provider must be available and willing to participate in hearings, arbitrations, or appeals associated with employee(s) who grieve test/results.
5. **LOCATION(S).** Proximity of health center/facilities to the City of Clearwater is a significant consideration of this RFP. A minimum of one (1) location, preferably in the Clearwater city limits, must be available 24 hours a day, seven (7) days a week, for post-crash, random, and reasonable suspicion alcohol and drug screening testing.
6. **QUALIFICATIONS.** Medical personnel must be properly licensed to provide required services within the state of Florida.
7. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$2,000,000 (two million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be

DETAILED SPECIFICATIONS

applicable to employees, contractors, subcontractors, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Procurement Division, RFP #51-20
P.O. Box 4748
Clearwater, FL 33758-4748**

- b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** January 2021 through December 2021.

 If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided herein. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

 Two (2), one (1) year renewal are possible at the City's option.

4. **PRICES.** All pricing shall be firm for the initial term of one (1) year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.
 - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

 - b. During the sixty (60) day period prior to the renewal anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

 - c. At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for each one (1) year renewal term.