

MEMORANDUM

DATE: August 14, 2023
TO: ****ORIGINAL****
CITY CLERK
FROM: Nadia Tourjee
Procurement Management Department
SUBJECT: Record Retention

CONTRACT: #20220053 Amendment #3
CONTRACT TITLE: Health Screening Physicals for all City Employees.

VENDOR NAME: Life Scan Wellness Center
VENDOR ADDRESS: 1011 North MacDill Avenue
CITY & STATE: Tampa, FL 33607

APPROVED BY COUNCIL: March 28, 2022
AWARD CONTRACT # 20220053 HEALTH SCREENING PHYSICALS FOR
ALL CITY EMPLOYEES.

CONTRACT TERM: 8/27/2019 through 8/26/2022 with four (4) additional one-year options
to renew.

AMENDMENT #1: Contract Renewal for a one-year term 8/27/22 through 8/26/2023.

AMENDMENT #2: Amount Increase - \$8,100.00 for a total of \$143,100.00.

AMENDMENT #3: Contract Renewal for a one-year term 8/27/23 through 8/26/2023
Amount Increase - \$8,900.00 for a total of \$152,000.00.

Please see the attached for (1) original contract for your records





PIGGYBACK AGREEMENT AMENDMENT #3

This Amendment #3 by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #3 is fully executed.

Contractor's Full Legal Name:	Life Scan Wellness Center
Solicitation No./Event ID:	20220053
Solicitation Title/Event Name:	Health Screening Physicals for all City Employees
Contract Award Date:	August 27, 2019
Initial Current Contract Term:	August 27, 2019 through August 26, 2022
Current Contract Expiration Date:	August 27, 2023
Requested Contract Expiration Date:	August 26, 2024
Initial Contract Amount:	\$135,000.00
Current Contract Amended Amount:	\$143,100.00
Requested Financial Change Amount:	\$8,900.00
New Contract Amount:	\$152,000.00
Amendment No.:	3
Amendment Type:	Renewal

WHEREAS, the Contractor entered into a contract with City of Clermont, Florida ("the Contract"), dated August 27, 2019, for Public Safety Physical Examination Services; and

WHEREAS, the City and the Contractor entered into a Piggyback Agreement ("the Agreement"), based on the Contract, approved by City Council on March 28, 2022; and

WHEREAS, the Contractor and City of Clermont, Florida have renewed the Contract until August 26, 2024, under the terms of the Contract; and

WHEREAS, the Agreement is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1. Renewal. The parties agree to renew the Agreement until August 26, 2024.

Section 2. Pricing. There is a price increase of 4% for Renewal #2 under the Contract. Prices that will be in effect on August 27, 2023 are as follows:

Compensation	
Services	Price per Service
Police Officer or Firefighter Physical Examination	\$426.40
Additional Test Services, (Section B, 1K)	
Ex Chest x-ray: Optional annually, required a minimum every five (5) years	\$68.12
Respirator Fit Testing (SCBA Face piece fit test/ N-95 respirators)	\$37.96
Hepatitis C Test	\$54.08
Hepatitis B Test (antigen)	\$54.08
Hepatitis B Titer (antibody)	\$27.04
Hepatitis B Vaccine (3 per series)	\$218.40 (\$72.80 each)
Hepatitis A Test (antigen)	\$32.24
Hepatitis A Titer (antibody)	\$27.04
Hepatitis A Vaccine (2 per series)	\$151.84 (\$78 each)
PPD Test	\$13.52
Tetanus	\$27.04
Tuberculosis screening, annually by QuantiFERON – TB Gold In-Tube Test (QFT-GIT)	\$68.12
Additional Services: Job Applicant Examinations for Fire, Police, and General Employee – (Section B, 2)	
Physical Examination	\$86.53
Pre-employment drug screens	\$37.96
Height, Weight and Blood Pressure Recorded	\$ included
Blood Chemical Profile:	
1. Complete Blood Count (CBC)	\$16.12
2. Lipid Panel	\$16.12
3. Comprehensive Metabolic Panel	\$16.12

4. Thyroid Stimulating Hormone (TSH)	\$27.04
Urinalysis	\$ included
EKG at rest – or Stress EKG of recommended by physician)	\$37.96
Stress EKG (includes Resting EKG and Stress EKG)	\$18.72
Purified Protein Derivative (PPD) – or chest x-ray if a positive reactor	\$11.44
Chest X-Ray (2 view)	\$68.12
Vision Test (Snellen and Ishihara Color)	\$16.12
Audiometric Test	\$23.92
Pulmonary Function Test (PFT)	\$23.92
HAZMAT: Heavy Metals and Cholinesterase	\$65.00 Each
NFPA 1583 Fitness Evaluations (PD, FD, Pre-Employment)	Included

Section 3. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond the City's current fiscal year (on or after October 1st), such purchases made under the Agreement are contingent upon an annual budget appropriation by the City Council.

Section 4. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.

Section 5. Conflict. In the event of conflict between the Contract or this Amendment #3, the terms and conditions in this Amendment #3 shall supersede and take precedence over the Contract.

Section 6. Sovereign Immunity. Nothing in this Amendment, the Agreement, nor the Contract, shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in Section 768.28 Florida Statutes.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed below.

Section 8. Public Records. Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the City to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under the Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during the Agreement.
- D. Upon request from the City's custodian of public records, provide the City 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 for by law. If Contractor does not comply with the City's request for records, the City shall enforce the provisions in accordance with the Contract, Agreement, or under the law.
- E. Ensure that project 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 Agreement term, including any amendments and/or renewals, and following completion of the Agreement if the Contractor does not transfer the records to City.
- F. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, including any amendments and/or renewals, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, including any amendments and/or renewals, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

- G. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Section 9. Scrutinized Vendors List. By entering the Agreement with the City, a Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized

Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate the Agreement if Contractor, or any of those related entities of Contractor as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes are met.

Section 10. Law, Venue, and Waiver of Jury Trial. The Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the Agreement, arising out of the Agreement, or related to the Agreement, shall be in St. Lucie County, Florida. The parties hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 11. Insurance. The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of the Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of the Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained in the Agreement to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in the Agreement or this Amendment #3.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless

agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by this Amendment #3 has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Automobile Liability, and Cyber Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract #20220053 – Health Screening Physicals for all City Employees."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of the Agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability: The Contractor shall maintain throughout the term of the Agreement, Professional Liability Insurance, covering acts and omissions of the staff, in the minimum annual coverage limit of liability not less than \$2,000,000 claim and \$2,000,000 aggregate, with an insurance company reasonable satisfactory to the City. The Contractor shall provide City proof of Professional Liability Insurance Provider prior to commencement of this Amendment #3. All costs associated with maintaining Professional Liability Insurance, shall be borne by the Contractor. For policies written on a "Claims-Made" basis, the Contractor warrants the retroactive date equals or precedes the effective date of this Amendment #3. In the event the

policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the Agreement, the Contractor shall agree to purchase a SERP with a minimum reporting period not less than five (5) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Cyber Liability Insurance: The Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Amendment #3, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under the Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract." If the Contractor, any independent contractor and/or any subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor, independent contractor, and/or subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an **"Additional Insured."**

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute this Amendment #3 and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the Agreement.

Section 12. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Amendment #3.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
3. The City shall terminate the Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. The Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the City has, or develops, a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate the Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. Such a cause of action must be filed in accordance with the Venue provision, as provided herein.

Section 13. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to the Agreement kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge

the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 14. Successors and Assigns. This Amendment #3 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.


Section 15. Construction. The title of the section and paragraph headings in this Amendment #3 are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each provision or the Agreement as a whole. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time this Amendment #3 is executed, as well as may be amended from time to time, where application of the amended version is permitted by.

Section 16. Entire Agreement. Except as expressly modified by this Amendment #3, the Agreement (including any amendments thereto) shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #3 and the Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

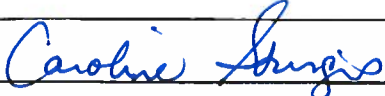
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IN WITNESS WHEREOF, the parties have caused this Amendment #3 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Jennifer L. Connelly
Authorized Signature:	
Printed Name and Title of Person Signing:	Jennifer L. Connelly, Chief of Administration, signing for Patricia Johnson, CEO
Date:	08/14/2023
Company Address:	1011 N. MacDill Ave. Tampa, FL 33607

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	8/14/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984