

MEMORANDUM

DATE: March 29, 2022

TO: ****ORIGINAL****
CITY CLERK

FROM: Anibal Barreto
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: # 20220053
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: 27/Aug/2019 Through 27/Aug/2022. The Contract Period is for thirty-six (36) months, unless terminated as provided herein. Prior to, or completion, of the initial term of this contract, City shall have the option to renew this contract for four (4) additional twelve (12) month period(s).

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

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AGREEMENT BETWEEN THE CITY OF CLERMONT, FLORIDA
AND LIFE SCAN WELLNESS CENTERS FOR
PUBLIC SAFETY PHYSICAL EXAMINATION SERVICES

THIS AGREEMENT, made this 27 day of August 2019, between the City of Clermont, a Municipal Corporation of the State of Florida (hereinafter referred to as the "CITY"), 685 West Montrose Street, Clermont, Florida and Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers (hereinafter referred to as "LIFE SCAN"), 1011 North MacDill Avenue, Tampa, FL 33607, who, in consideration of the covenants, representations and agreements herein contained, agree as follows:

1. **SCOPE OF SERVICES:** LIFE SCAN agrees to furnish all labor, materials, and equipment to provide job applicant exam and drug and additional testing services as set forth in the City of Clermont RFP 19-055 and LIFE SCAN's July 18, 2019 response thereto, which is expressly incorporated and made a part hereof. In the event of conflict, the terms and conditions of this agreement shall prevail. In accordance therewith, LIFE SCAN shall provide the services, as set forth in Exhibit "A" attached hereto and incorporated herein. LIFE SCAN agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of its ability, and in the best interest of the CITY during the term of this agreement. All services provided shall be performed in accordance with this agreement and with any and all applicable law, professional standards, and guidelines.
2. **AUTHORIZATION TO PROVIDE SERVICES:** LIFE SCAN shall not be authorized to provide any services as set forth in Exhibit "A" until such time as LIFE SCAN has received written authorization from the City Manager or designee to perform the specific tasks set forth in bid. LIFE SCAN shall provide the services in accordance with the written request, Notice to Proceed or purchase order. In the event that LIFE SCAN commences any such services without such authorization, LIFE SCAN expressly acknowledges that it shall not be entitled to compensation of any kind related to said services.
3. **COMPENSATION:** Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act and all CITY Policies promulgated thereby.
 - a. LIFE SCAN shall be compensated in an amount and in accordance with the compensation schedule set forth in Exhibit "B", attached hereto and incorporated herein.
 - b. As a condition precedent to receiving payment, LIFE SCAN shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this agreement and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, upon completion of work contemplated herein, and signed by an authorized representative of LIFE SCAN. The invoice shall include a statement identifying the period for which it applies or purchase order number and the sub-tasks or portions thereof, completed by LIFE SCAN in accordance with Exhibits "A" and "B" hereto.
 - c. CITY shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from LIFE SCAN. In the event that CITY disputes any

invoice submitted, it shall advise LIFE SCAN in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review, approval, or acceptance of nor payment for, any services provided hereunder, shall be construed to operate as a waiver of any rights under this agreement and LIFE SCAN shall be liable to CITY for any and all damages to CITY caused by the LIFE SCAN'S negligent or wrongful performance of any of the services furnished under this agreement.

The acceptance of final payment by LIFE SCAN shall constitute a waiver of all claims by LIFE SCAN except those previously made in writing and identified by LIFE SCAN as unsettled at the time of a request for final payment.

0/27/19 -
0/27/22

4. **TERM.**

- a. This Agreement shall become effective upon execution by both parties and shall remain in effect for an initial term of thirty-six (36) months, unless terminated as provided herein.
- b. Prior to, or upon completion, of the initial term of this contract, CITY shall have the option to renew this contract for four (4) additional twelve (12) month period(s). Prior to completion of each exercised term, the CITY may consider an adjustment to price based on changes on the U.S. Bureau of Statistics, Producer Price Index (PPI) for the most recent twelve (12) month period (see <http://www.bls.gov/ppi/#publications> PPI Detailed Reports, Current Edition). It is LIFE SCAN'S responsibility to request in writing any price adjustment under this provision. LIFE SCAN'S written request for adjustment should be submitted sixty (60) days prior to the anniversary date of the agreement. LIFE SCAN'S adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant price index change. If no adjustment request is received from LIFE SCAN, CITY will assume that LIFE SCAN has agreed that the optional term may be exercised without price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. CITY reserves the right to reject any written price adjustments submitted by LIFE SCAN.

5. **TERMINATION OF AGREEMENT FOR CAUSE.** The CITY shall notify, in writing, the LIFE SCAN of deficiencies or default in the performance of its duties under the Agreement. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default. It shall be at the CITY'S discretion whether to exercise the right to terminate. LIFE SCAN shall not be found in default for events arising due to acts of God.
6. **TERMINATION BY CITY FOR CONVENIENCE.** The performance of work under this agreement may be terminated for convenience should the City Manager of the CITY determine it is in the best interest of the CITY. Any such termination shall be effected by the delivery to the LIFE SCAN of a Notice of Termination specifying the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, LIFE SCAN shall be entitled to payment, in accordance with the payment provisions, for undisputed services rendered up to the termination date and the CITY shall have no other obligations to LIFE SCAN. LIFE SCAN shall be obligated to continue performance of

agreement services, in accordance with the agreement, until the termination date and shall have no further obligation to perform services after the termination date.

7. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this agreement, the City Manager of CITY, or his designee, shall serve as a the CITY representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

8. **INSURANCE PROVIDED BY LIFE SCAN.**

- a. Insurance. Except as otherwise specified in this agreement, LIFE SCAN and all subcontractors of any tier shall be required at their sole cost and expense to maintain in effect at all times during the performance of the work, insurance coverage with limits as set forth in RFP 14-006 with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of LIFE SCAN and all his subcontractors to maintain required insurance coverage and it shall also be the responsibility of LIFE SCAN to assure and evidence that subcontractors are adequately insured at all times. Failure of LIFE SCAN and its subcontractors to maintain adequate coverage shall not relieve LIFE SCAN of any contractual responsibility or obligation.
- b. Upon request, LIFE SCAN and any subcontractors shall furnish to the CITY such certificates of insurance or endorsements required by the provisions set forth herein. It shall be the responsibility of LIFE SCAN to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of LIFE SCAN and its subcontractors to maintain adequate coverage shall not relieve LIFE SCAN of any contractual responsibility or obligation. A verification form of such insurance policy shall be filed with the City of Clermont within ten (10) days of the execution of the agreement. The certificate of insurance shall list the CITY as additional insured with respect to the General Liability coverage.
- c. Waivers of Subrogation: LIFE SCAN and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Clermont, its Council members, partners, officials, directors, officers, agents, and employees.
- d. Comprehensive General Liability. This insurance shall be an occurrence type policy written in comprehensive form and shall protect LIFE SCAN and its subcontractors and the additional insured against any and all claims arising from bodily injury, sickness, disease or death of any person other than LIFE SCAN'S employees or damage to property of the CITY or others arising directly or indirectly from or out of the act of omission of LIFE SCAN or its subcontractors or their agents, employees or subcontractors.
- e. Worker's Compensation Insurance. LIFE SCAN shall take out and maintain during the life of this agreement, workers compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, LIFE SCAN shall require any subcontractor similarly to provide workers compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the LIFE SCAN. Such insurance shall comply fully with the Florida Workers Compensation Law. In case any class of employees engaged in hazardous work under this agreement at the site of the project is not protected under the workers compensation statute, LIFE SCAN shall provide

adequate insurance, and cause such subcontractor to provide adequate insurance, satisfactory to the owner, for the protection of his employees not otherwise protected.

- f. The insurance companies providing coverage must be rated through the A.M. Best rating guide or internet site at ambest.com. Proof of the carrier's FSC rate (must be a 7 or better) and proof of the carrier's best rating (must be A- or better) must be submitted with the Certificate of Insurance. Alternative, LIFE SCAN shall be allowed to self-insure any of the required coverage's.
 - g. Insurance Coverage Not Limitation of Liability: The maintenance of insurance coverage as provided herein shall not be construed to limit nor have the effect of limiting LIFE SCAN'S liability to CITY under the provision of any clause or paragraph contained in this agreement.
9. **INDEMNIFICATION.** LIFE SCAN agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages or threat thereof, arising from or related to negligent acts, errors or omissions of LIFE SCAN, its employees, agents, assigns or subcontractors..
10. **INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this agreement, the relationship of LIFE SCAN and CITY is that of an independent contractor.
11. **NOTICES.** All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers
Patricia Johnson, CEO
1011 North MacDill Avenue
Tampa, FL 33607

Darren Gray
City Manager City of Clermont
685 West Montrose Street
Clermont, Florida 34711

12. **GENERAL PROVISIONS.**
- a. **Attorneys' Fees.** In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.
 - b. **Waiver.** The waiver by CITY of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.
 - c. **Severability.** If any provision of this agreement or the application thereof to any person

or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

d. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.

e. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by LIFE SCAN.

f. Availability of Funds. The obligations of the City of Clermont under this agreement are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available City of Clermont funding.

g. Assignment. This agreement is personal to the parties hereto and may not be assigned by LIFE SCAN, in whole or in part, without the prior written consent of CITY.

h. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.

i. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

j. Records. LIFE SCAN expressly understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law, except to the extent that an exception to the Public Records Law applies. LIFE SCAN expressly agrees that it will comply with all requirements related to said law and that it will hold CITY harmless for any such disclosure that is permitted by Florida's Public Records Law.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27 day of August, 2019.

City of Clermont

Life Extension Clinics, Inc.
d/b/a Life Scan Wellness Centers



Gail L. Ash, Mayor



Patricia Johnson, CEO

Date: 8-27-2019

Date: 9/16/19

Attest:


Tracy Ackroyd, City Clerk



Corp. Secretary/Officer

EXHIBIT A
SECTION – B
STATEMENT OF WORK

The City of Clermont seeks to establish a contract for pre-employment, annual and fit for duty medical examination services for general and police officer and firefighter personnel, as well as vaccines, drug and alcohol screens, and other services as needed. The City may award more than one contract to fulfill the needs of these services. The city has approximately eighty-one (81) police officer positions and eighty-one (81) firefighter positions that require pre-employment and annual physicals, approximately 25 classifications of positions (encompassing ninety-five (95) employees) that fall under Department of Transportation (DOT) pre-employment physical and drug/alcohol testing requirements, and forty-eight (48) non-DOT positions that require pre-employment physicals and Drug Free Workplace drug/alcohol testing.

The city's physical examination process is designed to examine candidates and/or existing employees to determine their ability to perform the job duties and discover any existing medical conditions that may create hazards to the individual or others in a particular work assignment.

The medical requirements followed for this RFP vary by job classification:

- Firefighter examinations are based on the National Fire Protection Association (NFPA) 1582 guidelines and an in-depth consideration of essential functions. These essential functions are what employees are expected to perform at emergency incidents and are derived from the performance objectives stated in NFPA 1001, Standard for Firefighting Professional Qualifications. When making an assessment of the company's ability to perform the job, the factors physicians need to take into consideration include, but are not limited to:
 - a) Operating both as a member of a team and independently at incidents of uncertain duration.
 - b) Spending extensive time outside exposed to the elements.
 - c) Tolerating extreme fluctuations in temperature while performing duties. Firefighters are often required to perform physically demanding work in hot (up to 400°F), humid (up to 100%) atmospheres while wearing equipment that significantly impairs body-cooling mechanisms.
 - d) Experiencing frequent transition from hot to cold and from humid to dry atmospheres.
 - e) Working in wet or muddy areas.
 - f) Performing a variety of tasks on slippery, hazardous surfaces such as on rooftops or from ladders.
 - g) Working in areas where sustaining traumatic or thermal injuries is possible.

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- h) Facing exposure to carcinogenic dusts, such as asbestos, toxic substances such as hydrogen cyanide, acids, carbon monoxide, or organic solvents, either through inhalation or skin contact.
 - i) Facing exposure to infectious agents such as Hepatitis or HIV.
 - j) Wearing personal protective equipment (PPE) that weighs approximately 60 pounds while performing firefighting tasks.
 - k) Performing physically demanding work while wearing positive-pressure breathing equipment.
 - l) Performing complex tasks during life-threatening emergencies.
 - m) Working for long periods of time requiring sustained physical activity and intense concentration.
 - n) Facing life-or-death decisions during emergency conditions.
 - o) Being exposed to grotesque sights and smells associated with major trauma and burn victims.
 - p) Making rapid transitions from rest to near-maximal exertion without warm-up periods.
 - q) Operating in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces.
 - r) Using manual and power tools in the performance of duties.
 - s) Relying on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, to maintain personal safety, and to make critical decisions in a confused, chaotic, and potentially life threatening environment throughout the duration of the operation.
 - t) Additional job requirements include: Moderate to heavy work for extended periods of duration with limited rest and rehabilitation. Must be able to walk, stand, and lift 50+ lbs., run, jump, leap, climb, stoop, reach, bend, and carry/push/pull 50+ lbs. Must have good hand/finger dexterity and hand/eye coordination. Must have acceptable eyesight, hearing and speech. Must be able to wear protective clothing and equipment of 60 lbs. or more and work in extremely dangerous and stressful situations.
- Police Officers examinations are based upon an officer's ability to perform the job duties of a police officer. Job description to be provided upon implementation.
 - Department of Transportation (DOT) "safety sensitive" pre-employment physical examinations are performed in adherence with established federal guidelines.

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STATEMENT OF WORK

1 – POLICE OFFICER AND FIREFIGHTER ANNUAL PHYSICAL EXAMINATION REQUIREMENTS

A comprehensive medical examination (A through J) to include a health risk assessment, a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, performing the duties of the position, including but not limited to, the ability to carry equipment, wear protective equipment/clothing and meet the physical and psychological demands of the police officer and firefighter position. This medical history shall also include any significant changes, job-related exposures/injuries and new symptoms since the previous physical. Annual exams shall include the following:

a) Physical Examination (NFPA 1582 Compliant for firefighters)

- Hands-on Physical
- Vital Signs
- Clinical Breast Examination

b) Cardiac Assessment

- Echocardiogram
- Resting EKG
- Abdominal Aorta Ultrasound
- Carotid Artery Ultrasound
- Cardiac Stress Test: with VO₂ max calculation (stress test treadmill electrocardiograms will be supervised by a Physician, Clinical Exercise Physiologist, PA, MSN, or NP)

c) Cancer and Disease Assessment

- Skin Cancer Screening
- DRE for lower intestinal masses (test optional to the employee)
- Hemoccult Test for Colon Cancer Screening
- Prostate Ultrasound (MEN ONLY).
- Testicular Ultrasound (MEN ONLY)
- Thyroid Ultrasound
- Liver, Pancreas, Gall Bladder, Bladder, Spleen, and Kidney Ultrasound
- Pelvic Ultrasound (WOMEN ONLY) ***Not necessary for post total hysterectomy
- Osteoporosis Risk Assessment (based on age and risk factors)

d) Pulmonary Function Test for respirator use

e) Lab tests

- Urinalysis
- Total lipid profile

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- Complete blood count
- Comprehensive metabolic panel
- Thyroid stimulating hormone (TSH)
- CA-125 Ovarian Cancer blood test (WOMEN ONLY)
- Testosterone (MEN ONLY)
- Prostate Specific Antigen (PSA) blood test (MEN ONLY)
- Diabetes test (Glucose and Hemoglobin A1C)

f) TITMUS Vision Test

- Visual acuity corrected vision shall be to at least 20/30 Snellen in each eye.
- Color vision
- Depth perception
- Peripheral vision – Visual field performance shall be 140 in the horizontal meridian combined.
- Night blindness – A history of night blindness should be evaluated to determine employee's capacity to perform essential tasks at night or in dark or low settings.

g) Hearing Exam

- Audiometric Exam

h) Personal Consultation

- Consultation with Physician, PA, MSN, or NP, to review test results and receive recommendations for medical interventions and counseling for disease management.

i) Behavioral modification recommendations for:

- Tobacco cessation
- Stress management
- Diet and nutrition plan
- Healthy heart
- Diabetes management
- Healthy mind, healthy body information

j) Fitness Evaluations

- Fitness and agility evaluation
- Muscular strength evaluation
- Muscular endurance evaluation
- Cardiovascular aerobic endurance evaluation
- Resistance evaluation
- Stretching/Flexibility evaluation
- Body composition analysis

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- Exercise prescription
- Nutritional analysis
- Weight management goals

k) Additional Test Services (Priced separately on Tab I, Cost of Services)

- Chest x-ray: Optional annually, required a minimum every five (5) years
- Respirator Fit Testing (SCBA Face piece fit test/ N-95 respirators)
- Hepatitis C Test
- Hepatitis B Test (antigen)
- Hepatitis B Titer (antibody)
- Hepatitis B Vaccine (3 per series)
- Hepatitis A Test (antigen)
- Hepatitis A Titer (antibody)
- Hepatitis A Vaccine (2 per series)
- Purified Protein Derivative (PPD) Test
- Tetanus
- Tuberculosis screening, annually by QuantiFERON – TB Gold In-Tube Test (QFT-GIT)

2 – JOB APPLICANT EXAMINATIONS (ADDITIONAL SERVICES)

Job applicant examinations or pre-employment tests are required of police officer and firefighter positions and certain general positions. Examination results shall be communicated within 3-4 business days. The types of job applicant medical examination and specific tests are as follows (Priced separately on Tab I, Cost of Services):

- a) Physical Examination – appointments to be scheduled within 72 hours
- a) Pre-employment drug screens
- b) Random, Reasonable Suspicion, and Post Accident Drug Screens
- c) Height, Weight and Blood Pressure Recorded
- d) Blood Chemical Profile:
- e) Complete Blood Count (CBC)
- f) Lipid Panel
- g) Comprehensive Metabolic Panel
- h) Thyroid Stimulating Hormone (TSH)
- i) Urinalysis
- j) EKG at rest – or Stress EKG if recommended by physician
- k) Stress EKG

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- l) PPD – or chest x-ray if a positive reactor
- m) Chest X-Ray (2 view)
- n) Vision Test (Snellen and Ishihara Color)
- o) Audiometric Test
- p) Pulmonary Function Test (PFT)

3 – DRUG TESTING (ADDITIONAL SERVICES)

The following is a list of all drugs for which the City tests all job applicants and employees (Priced separately on Tab I, Cost of Services).

- b) Alcohol
- c) Amphetamines
- d) Cannabinoids
- e) Cocaine
- f) Phencyclidine
- g) Opiates
- h) Methaqualone
- i) Barbiturates
- j) Benzodiazpines
- k) Methadone
- l) Propoxyphene
- m) Random, Reasonable Suspicion and Post Accident Drug Screens for both CDL and non-CDL positions (perform Blood and Breath Alcohol Test as required).

4 – MINIMUM QUALIFICATIONS

a) Personnel Requirements

- Respondent physician and/or medical director shall be board certified with experience in occupational medicine health care to Police, Fire, Rescue and EMS Agencies with a minimum of five (5) year experience. Sonographer personnel shall be a registered diagnostic medical sonographer. Respondent shall provide a detailed biography of the provider(s).
- Successful respondent Project Manager and/or Supervisors shall have excellent communications skills, be capable of directing and coordinating with

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STATEMENT OF WORK

the designated City staff, develop a detail staffing plan that ensures an adequate number of full and/or part-time staffing is trained, experienced, and licensed in all areas of the project, and ensure that the available personnel meet performance criteria and adhere to strict safety and security measures. The staffing plan shall include duties and responsibilities for each assigned position and staffing method to be used. The staffing plan is to be submitted with the proposal response.

- Successful respondent Project Manager and/or Supervisors shall constantly use their experience and training to properly guide the program.
- Successful respondent shall provide an adequate number of personnel specifically trained, experienced and licensed in all areas of the project.
- Provide other qualified licensed professionals as needed.
- The City reserves the right to direct successful respondent to rearrange work schedules or annual work plan to meet the immediate needs of the City. This shall include weekend work and staffing.
- Successful respondent shall have the capability of being mobile so as to perform the exams at various locations throughout the City for police officer and firefighter positions.

b) Maintenance

- Awarded respondent shall be required to perform maintenance, sanitize and clean equipment as per manufacturer's recommendation in order to provide continuous optimum operating standard. In the event equipment becomes inoperable and cannot be replaced and/or repaired within a reasonable time frame, the City reserves the right to obtain an alternative provider.

c) Reporting

- A copy of the complete examination and test results must be provided to the employee either in person or via U.S. Mail within thirty (30) days of the exam. A Fit-for-Duty exam report stating whether the employee is medically fit to perform the essential duties of the position and provide results of Hepatitis titers/screenings, must be provided to the city for each employee within fourteen (14) days of the exam. If the employee is found to be unfit for duty, the city must be notified by phone within 24 hours of the exam and provided a written notification within three (3) days of any test that reveal conditions that could place the employee or team in immediate danger by continuing unrestricted duty. The final evaluation will be reviewed and signed by a license Physician, NP, MSN, or PA. The respondent shall develop samples of

SECTION – B
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reporting and are to be submitted with the response. The City reserves the right to request, modify or alternate reports throughout the term of the contract agreement.

d) Mobile Testing

- The successful respondent will be responsible for performing these physicals at various sites around the City covering multiple shifts.
- If not utilizing their own mobile units to provide the physicals, the successful respondent may utilize City owned sites, if available, as a project location. Should the successful respondent use the City owned facilities, they shall be responsible for all public utilities, phone lines, insurance, mobile vehicle and or portable equipment capability. The successful respondent shall also be responsible for maintaining all City supplied facilities in a neat, clean and functional manner, and will be responsible for any damages beyond normal wear and tear, and/or vandalism. The successful respondent shall be responsible for the compliance to all Federal, State and local statutes and regulations pursuant to the safe and proper storage of all regulated substances, materials, and equipment at the successful respondent sole expense. The successful respondent shall be responsible for transport of all equipment, fuel, materials, and supplies to and from the site.

e) Comprehensive Safety and Security Program

- Safety and security is a prime consideration to City staff. A variety of emergencies may occur that would adversely affect, endanger or inconvenience City personnel or its information; the successful respondent shall design a comprehensive safety and security program in accordance with the Health Insurance Portability and Accountability Act (HIPPA) that conforms to the validity of a test and/or results. The safety and security plan is to be submitted with the response. The safety and security program should address at a minimum, but not be limited to, the following:
 1. Processes and procedures for employee safety and security.
 2. Processes and procedures for facilities and equipment security.
 3. Emergency Preparedness Plan.
 4. Safety equipment.
 5. Coordination and reporting to the City's Human Resources Department regarding accidents and/or damages.
 6. Records confidentiality procedures.

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7. Testing safety and accuracy.

f) **Subcontracting**

- Subcontracting and/or assigning of any and/or all portions of this subsequent agreement are subject to City review and approval. The successful respondent shall perform required services through its own employees or subcontractors. The successful respondent shall include the subcontractor's name, location, equipment and personnel with their response.

g) **Medical Laboratory**

- The Medical Laboratory shall meet all equipment, location and personnel requirements as established by the Department of Transportation regulations (49 CFR 40, 59, FR 4300, as amended), Florida Drug Free Workplace Florida Statutes 440.102 requirements, and be properly licensed. The successful respondent shall provide a facility and certified technicians to collect blood and urine specimens.

h) **Medical Review Officer**

- The Medical Review Officer must meet all requirements as established by the Department of Transportation regulations (49 CFR 40, 59, FR 4300, as amended), Florida Drug Free Workplace Florida Statutes 440.102 requirements, and be properly licensed.

END OF SECTION – B

EXHIBIT B
SECTION – C
RESPONSE FORMAT

Annual Physical Examination Requirements (Section B, 1A – 1J)	Price per Service
Police Officer or Firefighter Physical Examination	\$ 395.00

Additional Test Services, (Section B, 1K)	Price per Service
Ex Chest x-ray: Optional annually, required a minimum every five (5) years	\$ 63.00
Respirator Fit Testing (SCBA Face piece fit test/ N-95 respirators) *QUANTITATIVE with PORTACOUNT see below	\$ 35.00
Hepatitis C Test	\$ 50.00
Hepatitis B Test (antigen)	\$ 50.00
Hepatitis B Titer (antibody)	\$ 25.00
Hepatitis B Vaccine (3 per series)	\$ 210.00 (\$70 each)
Hepatitis A Test (antigen)	\$ 30.00
Hepatitis A Titer (antibody)	\$ 25.00
Hepatitis A Vaccine (2 per series)	\$ 140.00 (\$70 each)
PPD Test	\$ 12.00
Tetanus	\$ 25.00
Tuberculosis screening, annually by QuantiFERON – TB Gold In-Tube Test (QFT-GIT)	\$ 63.00

**SECTION - C
RESPONSE FORMAT**

Additional Services: Job Applicant Examinations for Fire, Police, and General Employee – (Section B, 2)	Price per Service
Physical Examination - appointments to be scheduled within 72 hours	\$ 80.00
Pre-employment drug screens	\$ 35.00
Height, Weight and Blood Pressure Recorded	\$ included
<u>Blood Chemical Profile:</u>	\$
1. Complete Blood Count (CBC)	\$ 15.00
2. Lipid Panel	\$ 15.00
3. Comprehensive Metabolic Panel	\$ 15.00
4. Thyroid Stimulating Hormone (TSH)	\$ 25.00
Urinalysis	\$ included
EKG at rest – or Stress EKG of recommended by physician)	\$ 35.00
Stress EKG (includes Resting EKG and Stress EKG)	\$ 175.00
Purified Protein Derivative (PPD) – or chest x-ray if a positive reactor	\$ 10.00
Chest X-Ray (2 view)	\$ 60.00
Vision Test (Snellen and Ishihara Color)	\$ 15.00
Audiometric Test	\$ 22.00
Pulmonary Function Test (PFT)	\$ 22.00
<p>Other exams as recommended for police officers and firefighters</p> <p>Pre-Employment in our Standard Life Scan Wellness: Hemoglobin A1C & Glucose, PSA, CA125 (women)Testosterone (men), Hemocult</p> <p>Fitness Evaluations for Public Safety Candidates are also included. This can also be included for Non Public Safety</p>	<p>\$ NO ADDITIONAL CHARGE</p> <p>\$ NO ADDITIONAL CHARGE</p>

**SECTION – C
RESPONSE FORMAT**

<p>HAZMAT Blood Tests</p> <p>Heavy Metals and Cholinesterase</p> <p>Other Available Tests Recommended for Public Safety:</p> <ul style="list-style-type: none">• Coronary CT Calcification Scoring with Lung CT every 5+ years (replaces chest X-Ray)• Expanded Cancer Blood Markers that correlate with our current Life Scan Wellness Public Safety Evaluations• Nutritional Evaluation with Clinical Assessment	
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* **OSHA Respirator Mask Fit testing:** We utilize a quantitative method for mask fit testing using the PortaCount equipment which is the gold standard for both N95 and SCBA.



**SECTION – C
RESPONSE FORMAT**

Additional Services: Drug Testing for Fire, Police, and General Employee – (Section B, 3)	Price per Employee
Random, Reasonable Suspicion and Post Accident Drug Screens for both CDL and non-CDL positions including MRO review and consultation as needed.	DOT Drug Test: \$50.00 Non DOT Drug Test: \$40.00 Alcohol BAT: \$60.00 Drug Rescreen: \$45.00 MRO Review: \$50.00
Random, Reasonable Suspicion and Post Accident Breath or Blood Alcohol Test as required including MRO review and consultation as needed	Alcohol Blood: \$80.00 MRO Review \$50.00
After-hours drug and alcohol testing services	\$ NOT AVAILABLE

Other Services as needed	Price per Employee
Medical Fitness for Duty evaluation	\$ To be determined based on needs.
Psychological Fitness for Duty evaluation	\$ NOT AVAILABLE
Post Exposure services – exposure hotline, surveillance and source testing	\$ NOT AVAILABLE
MRO Consultation outside of drug test result review (e.g., review of prescription drug disclosures)	\$ 100.00

TAB J – Signed Addenda (if applicable) and Requested Forms.

- i. Signed addenda
- ii. Conflict of Interest (Section F)
- iii. Drug-Free Workplace (Section G)
- iv. Public Entity Crimes (Section H)
- v. Supplemental Questionnaire (Section I)
- vi. Signature Page (Section J)

SECTION - C
RESPONSE FORMAT

END OF SECTION - C

SECTION - J
SIGNATURE PAGE

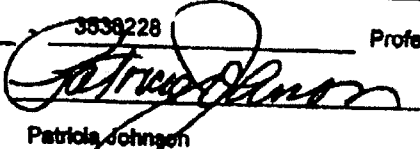
By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The undersigned respondent acknowledges that award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers
Street Address:	1011 North MacDill Ave Tampa, FL 33607
Mailing Address (if different):	
Telephone:	813-878-0625
Fax:	813-878-0653
Email:	Patricia.Johnson@lifescanwellness.com
Payment Terms:	____ % ____ days, net
FEIN:	59 3338228
Professional License No.:	
Signature:	
Date:	7/16/19
Print Name:	Patricia Johnson
Title:	CEO
Does the respondent accept payment using the City's MASTERCARD? <input type="checkbox"/> Yes <input type="checkbox"/> No	

END OF SECTION J



DEPARTMENT SCHEDULING AND ADDITIONAL TESTING AGREEMENT

Year: 2020 Department Name: Panama City Fire Dept

Address: 600 East Business Highway 98

City: Panama City State: FL Zip Code: 32401

Contact Name: Chief Scott Flitcraft Email: sflitcraft@pcgov.org

Office Phone: 850 872 3053 Cell Phone: 850 832 2943

Location for physicals: as above, no weekends

Set up: 130 start 1430 Mondays Number of physicals: 78 + Number of days: 15

Location for blood draws: as above

Dates: 7/13 - 7/15/2020 Times: 645am-11am Number of techs: 2 techs

Type of Contract or Agreement: RFP/Contract Sole Source Piggyback

Contract /Agreement Dates: 8/3-8/21/2020, no weekends

Life Scan Base Price: \$395.00

Additional Labs and Tests: Check if agreed to additional tests/labs

Table with 5 columns: Yes, Test/Lab, Price, Quantity, Notes. Rows include HIV, Hepatitis B, Hepatitis B titer, Hepatitis C, QuantIFERON (checked), Hazmat, Chest X-rays, Lumbar X-rays, CTA, Brain MRI, PPD, Drug Testing, MRO, Mask Fit Testing, WIFI REQUIRED, FFD (checked), Wellness.

Client Agreement: As an authorized representative I have reviewed and agree to these terms, dates, additional tests, labs, and pricing.

Client Name and Title:

Signature: Date:

Life Scan Representative Name and Title:

Signature: Date:

FIRST AMENDMENT TO AGREEMENT FOR
PUBLIC SAFETY PHYSICAL EXAMINATION SERVICES

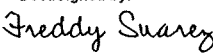
THIS AMENDMENT is entered into as of this 15th day of June 2021 and is to that certain Agreement dated August 27, 2019, No. 2019-66 hereinafter “the Agreement”, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, hereinafter referred to as “CITY” and FLORIDA AND LIFE EXTENSION CLINICS, INC. d/b/a LIFE SCAN WELLNESS CENTERS, 1011 North MacDill Ave., Tampa, FL 33607 hereinafter referred to as “CONTRACTOR”. The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

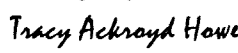
1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.
2. The Statement of Work and Compensation Schedule is being amended include the addition of the following:
 Hazmat Labs – Heavy Metals at the unit price of \$60 per service
 Hazmat Labs – Cholinesterase at the unit price of \$60 per service
3. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

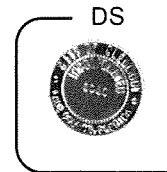
City of Clermont

Attest:


DocuSigned by:

 431F57D413554D6
 Freddy Suarez, Procurement Services Director

DocuSigned by:

 3AD7F34905B344A
 Tracy Ackroyd, City Clerk

Date: 6/16/2021



Florida and Life Extension Clinics, Inc.
d/b/a Life Scan Wellness Centers

DocuSigned by:

 1AE07E068CCD455
 By: Patricia Johnson, CEO

