

8158-06
Amd 1

FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
LIFE EXTENSION CLINIC, INC.
d/b/a LIFE SCAN WELLNESS CENTERS
FOR
HEALTH SCREENING PHYSICALS FOR JFRD PERSONNEL

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 18 day of May, 2015, by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "CITY"), and **LIFE EXTENSION CLINICS, INC. d/b/a LIFE SCAN WELLNESS CENTERS**, a Florida corporation with principal office at 1011 North MacDill Avenue, Tampa, Florida 33607 (hereinafter the "PROVIDER"), for health screening physical examinations and immunizations for personnel and ancillary personnel of CITY's Fire and Rescue Department (hereinafter the "Project").

WITNESSETH:

WHEREAS, ON May 6, 2014, CITY and PROVIDER made and entered into City of Jacksonville Contract No. 8158-06 for the Project (hereinafter the "Agreement"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by exercising the first of three one (1) year renewal options so as to extend the period of service from April 1, 2015, through March 31, 2016, with two (2) renewal options remaining at terms mutually agreeable, and by increasing the maximum indebtedness by \$100,000.00 to a new not-to-exceed total maximum indebtedness of \$200,000.00, with all other provisions, terms, and conditions remaining the same; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 3.01 of said Agreement is amended by exercising the first of three one (1) year renewal options so as to extend the period of service from April 1, 2015, through March 31, 2016, with two (2) renewal options remaining at terms mutually agreeable, and as amended shall read as follows:

“3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until March 31, 2016, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement. This Agreement may be renewed in the sole discretion of the CITY for up to two (2) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.”

3. Section 7.01.02 of said Agreement is amended by increasing the maximum indebtedness by \$100,000.00 to a new not-to-exceed total maximum indebtedness of \$200,000.00, and as amended shall read as follows:

“7.01.02. The maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for actual Services provided by PROVIDER pursuant to this Agreement shall not exceed the sum of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) for the term of this Agreement.”

SAVE AND EXCEPT as expressly amended herein, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
Corporation Secretary
Cleveland Ferguson III
Deputy Chief Administrative Officer
Mayor Alvin Brown
Under Authority of Mayor
Executive Order No. 2015-01

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

C. Bon Id Belton
Director of Finance
8158-06 Amel
PB

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

LIFE EXTENSION CLINICS, INC.
(D/B/A LIFE SCAN WELLNESS CENTERS)

By Michael Terrana
Signature
Type/Print Name
CFO
Title

By Patricia Johnson
Signature
Type/Print Name
CEO
Title

8158-06

**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
LIFE EXTENSION CLINIC, INC.
d/b/a LIFE SCAN WELLNESS CENTERS
FOR
HEALTH SCREENING PHYSICALS FOR JFRD PERSONNEL**

THIS AGREEMENT is made and entered into in duplicate this 6 day of May, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, (hereinafter the "CITY") and LIFE EXTENSION CLINICS, INC. d/b/a LIFE SCAN WELLNESS CENTERS, a Florida corporation with principal office at 1011 North MacDill Avenue, Tampa, Florida 33607 (hereinafter the "PROVIDER"), for health screening physical examinations and immunizations for personnel and ancillary personnel of CITY's Fire and Rescue Department (hereinafter the "Project").

WITNESSETH:

WHEREAS, CITY prepared a Request for Proposal (P-41-13) for professional services for the Project; and

WHEREAS, PROVIDER submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

WHEREAS, CITY and PROVIDER have negotiated mutually satisfactory terms for the execution of this Project; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages PROVIDER for the Project in accordance with the following:

ARTICLE 1: Engagement of CONSULTANT:

1.01. CITY hereby engages PROVIDER and PROVIDER hereby accepts said engagement for the purpose of providing to CITY professional services for the Project, as described in and according to the provisions of the "Scope of Services", attached hereto as **Exhibit A** (the "Services") and by this reference made a part hereof; *provided however*, the number of physical examinations and immunizations stated in **Exhibit A** is an estimate only. The CITY does not guarantee the number of physical examinations or immunizations it will actually require under this Agreement.

1.02. If any services, functions, or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services. PROVIDER shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 2: Coordination and Services Provided by CITY:

2.01. CITY shall designate for the Services received a Project Coordinator who will, on behalf of CITY, coordinate with PROVIDER and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of PROVIDER to coordinate all project related activities with the designated Project Coordinator. CITY's Project Coordinator shall be: Thomas Fonger HSO; Phone: (904) 630-0201 (W); (904) 718-4878 (C); (904) 630-0609 (FAX).

ARTICLE 3: Duration of Agreement, Termination and Default:

3.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until March 31, 2015, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to this Agreement. This Agreement may be renewed in the sole discretion of the CITY for up to three (3) additional one (1) year periods upon terms and conditions mutually agreeable to the parties.

3.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement as provided in Section 3.01 hereof.

3.03. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving PROVIDER twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, PROVIDER shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

3.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 4. Meetings and Public Hearings:

4.01. PROVIDER must attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and PROVIDER can reasonably schedule its appearance.

ARTICLE 5: Delays:

5.01. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

ARTICLE 6: Suspension of Services:

6.01. CITY may suspend the performance of the Services rendered by providing five (5) days' written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, PROVIDER shall resume the full performance of the Services when directed in writing to do so by the Project Coordinator. Suspension of Services for reasons other than PROVIDER's negligence or failure to perform shall not affect PROVIDER'S compensation as outlined in this Agreement.

ARTICLE 7: Payments for Services of PROVIDER:

7.01. CITY will compensate PROVIDER for the actual Services rendered hereunder in accordance with the following terms:

7.01.01. PROVIDER's professional fees under the terms of the Agreement shall be those contained in the "Contract Fee Summary", attached hereto and by this reference made a part hereof as **Exhibit B**, for the term of this Agreement. PROVIDER's professional fees shall be billed monthly for Services provided the previous month using invoices and such other documentation satisfactory to CITY to allow and authorize payment. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Coordinator. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes. Payments shall be made within forty-five (45) days after receipt of said invoices or other documentation by CITY. To the extent that professional fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Ordinance Code*.

7.01.02. The maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for actual Services provided by PROVIDER pursuant to this Agreement shall not exceed the sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) for the term of this Agreement.

7.02. The CITY's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Project and this Agreement.

ARTICLE 8: Indemnity:

8.01 PROVIDER shall act as an independent contractor and not as an employee, agent, partner, joint venture, representative, or associate of CITY in providing the aforementioned services set forth in this Agreement. PROVIDER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

8.01.01 PROVIDER Indemnity: PROVIDER, including its employees, representatives, agents, consultants, subsidiaries, and subcontractors of any tier (the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the CITY, including without limitation its officers, officials, directors, members, representatives, affiliates, agents, employees, successors, and assigns (collectively the "Indemnified Parties") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, costs, and expenses of whatsoever kind or nature (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties, (a) arising directly or indirectly out of any of PROVIDER's operations, work, or services performed in connection with this Agreement, including but not limited to any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, errors or omissions, recklessness, or intentionally wrongful

conduct on the part of PROVIDER, its agents, affiliates, or assigns, regardless of where the damage, injury, or death occurred, or (b) arising out of the failure of PROVIDER to keep, observe, or perform any of its obligations under this Agreement or in any other document or instrument delivered by PROVIDER pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.02. Environmental Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or in connection with (a) the Indemnifying Parties' actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that lead to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Indemnifying Parties at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability, and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any

person in any way arising from or allegedly arising from any hazardous activity conducted by PROVIDER relating to an environmental claim; and

8.01.03. Intellectual Property Indemnity: PROVIDER shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right, and whether such injury or damage is caused by negligence, errors and omissions, recklessness, or intentionally wrongful conduct, will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to, incurred by, or recovered from the Indemnified Parties by reason thereof. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term of this Agreement and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, PROVIDER shall immediately make every reasonable effort to secure for CITY a license authorizing the continued use of the Service or product. If PROVIDER fails to secure such a license for CITY, then PROVIDER shall replace the Service or product with a non-infringing Service or product or modify such Service or

product in a way satisfactory to CITY at no additional cost to CITY so that the Service or product is non-infringing.

8.01.04. Violation of Laws: PROVIDER shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) charged to, recovered from, or incurred by any of the Indemnified Parties arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations by PROVIDER or those under its control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.05. Breach of Representations, Warranties and Obligations: PROVIDER shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be charged to, recovered from, or incurred by any of the Indemnified Parties arising directly or indirectly out of (a) any breach of any representation or warranty made by PROVIDER in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by PROVIDER pursuant to this Agreement or (b) any breach of any covenant or obligation of PROVIDER set forth in this

Agreement or any other any certificate, document, writing, or other instrument delivered by PROVIDER pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

8.01.06. Accuracy of Work: In providing the Services under this Agreement, PROVIDER, including its officers, employees, agents, and subconsultants, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. PROVIDER shall be responsible for the accuracy of its work, including work by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of PROVIDER or subconsultants at no additional compensation. Acceptance of the work by CITY shall not relieve PROVIDER from the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

8.01.07. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by PROVIDER under this Agreement, PROVIDER shall confer with CITY for the purpose of interpreting the information furnished and/or correcting any errors and/or omissions made by PROVIDER. PROVIDER shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

8.01.08. PROVIDER shall be and remain liable in accordance with applicable law and shall indemnify, hold harmless, and defend CITY from all damages to CITY caused by PROVIDER's breach of contract or its negligent performance of any Services under this Agreement. PROVIDER shall not be responsible, however, for any time delays in the Project caused by circumstances beyond PROVIDER's control.

ARTICLE 9: Insurance

9.01.01. Without limiting its liability under Agreement, PROVIDER shall at all times during the term of this Agreement either (i) procure and maintain a valid insurance program of self-insurance or (ii) procure and maintain at its sole expense during the life of this Agreement (and PROVIDER shall require its contractors, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and in the minimum amounts stated below, and prior to commencement of work provide a certificate on a form that is acceptable to CITY's Division of Risk Management evidencing the following required coverages to CITY:

<u>Schedule</u>	<u>Limits</u>
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

PROVIDER's workers' compensation insurance shall cover PROVIDER (and to the extent its subcontractors and sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI) without any restrictive endorsements other than the

Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which under an NCCI filing must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law where appropriate. If PROVIDER is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. PROVIDER shall provide to Jacksonville written confirmation verifying the exemption on PROVIDER's letterhead, certified and signed by an officer or authorized representative of PROVIDER.

Commercial General Liability - (Form CG0001)

ISO Form CG0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Completed Ops
		Aggregate
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses
Automobile Liability (Coverage for all automobiles- owned, hired, or non-owned)	\$1,000,000	Total Any One Accident

Professional Liability	\$1,000,000 per Claim & Aggregate
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Valuable Papers & Records:	\$100,000
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9.01.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the Project, Certificates of Insurance approved by CITY's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to CITY. PROVIDER shall be responsible for providing continuation certificate of insurance 30 days prior to each renewal

policy for the length of the Agreement. PROVIDER shall provide to CITY thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

9.01.04. Anything to the contrary notwithstanding, the liabilities of PROVIDER under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by PROVIDER shall relieve PROVIDER or its sub-contractors or sub-subcontractors from the responsibility to provide insurance as required by this Agreement. In case any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, CONSULTANT shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to CITY for the protection of employees not otherwise protected. For any insurance coverage required hereby, CONSULTANT may use a self-insurance program, provided such program has received prior written approval from the CITY's Risk Management.

ARTICLE 10: Accuracy of Work:

10.01. In providing the Services under this Agreement, PROVIDER, including its officers, officials, employees, agents, and subcontractors, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. PROVIDER shall be responsible for the accuracy of its work, including work by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of PROVIDER or subcontractors, at no additional compensation. Acceptance of the work by CITY shall not relieve PROVIDER of the

responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.02. At any time during the provision of Services under this Agreement or during any phase of work performed by others based on data furnished by PROVIDER under this Agreement, PROVIDER shall confer with CITY for the purpose of interpreting the information furnished and correcting any errors and/or omissions made by PROVIDER. PROVIDER shall prepare all drawings or data to correct its errors and/or omissions without added compensation even though final payment may have been received therefor.

10.03. PROVIDER shall be and remain liable in accordance with applicable law and shall indemnify, hold harmless, and defend CITY for all damages to CITY caused by PROVIDER's breach of contract or its negligent performance of any Services under this Agreement. PROVIDER shall not be responsible, however, for any time delays in the Project caused by circumstances beyond PROVIDER's control.

ARTICLE 11: Nonwaiver:

11.01. Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

ARTICLE 12: Ownership of Documents and Equipment: Not Applicable to this Agreement.

ARTICLE 13: Compliance with State and Other Laws, Licenses and Certifications:

13.01. In the provision of the Services, PROVIDER must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law). Such laws, rules, regulations, and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

ARTICLE 14: Nondiscrimination Provisions:

14.01. In conformity with the requirements of Section 126.404, *Ordinance Code*, PROVIDER represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. PROVIDER agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that PROVIDER shall not be

required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. PROVIDER agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 14 shall be incorporated into and become a part of the subcontract.

ARTICLE 15: Equal Employment Opportunity.

15.01. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Sections 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If PROVIDER is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to the CITY.

ARTICLE 16: Contingent Fees Prohibited:

16.01. In conformity with Section 126.306, *Ordinance Code*, PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full

amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 17: Truth in Negotiation:

17.01. In conformity with Section 126.305, *Ordinance Code*, PROVIDER understands and agrees that execution of this Agreement by PROVIDER shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over sixty-five thousand dollars (\$65,000.00). Pursuant to such certificate, PROVIDER hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, PROVIDER agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

ARTICLE 18: Independent Contractor:

18.01. In the performance of this Agreement, PROVIDER shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of CITY. PROVIDER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

ARTICLE 19: Retention of Records/Audit:

19.01. PROVIDER must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other

documents in whatsoever form or format, including but not limited to electronic storage media, (for purposes of this Article 19, hereinafter referred to as the "Records") sufficient to reflect all receipt and expenditure of funds provided by the CITY under this Agreement.

19.02. PROVIDER must retain all Project Records pertinent to this Agreement for a period of six years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement at no additional cost to CITY. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

19.03. Upon demand and at no additional cost to CITY, PROVIDER must facilitate the duplication and transfer of any Records during the required retention period in Section 19.02 hereof.

19.04. PROVIDER must provide these Records at all reasonable times for inspection, review, copying, or audit by CITY.

19.05. At all reasonable times for as long as the Records are maintained, PROVIDER must allow persons duly authorized by CITY to have full access to and the right to examine any of the PROVIDER's Records, regardless of the form in which kept.

19.06. PROVIDER, at its sole and exclusive cost and expense, must provide audits or reports as requested by CITY, and must insure that all related party transactions are disclosed to the auditor.

19.07. PROVIDER must comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by CITY.

19.08. PROVIDER must permit CITY to interview any employees, subcontractors, and subcontractor employees of PROVIDER to assure CITY of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of PROVIDER is, in the opinion of CITY, deficient, CITY will deliver to PROVIDER a written report of the deficiencies and request for development by PROVIDER of a corrective action plan. PROVIDER hereby agrees to prepare and submit to CITY said corrective plan within ten (10) days of receiving CITY's written report. Thereafter, PROVIDER must correct all deficiencies in the corrective action plan within ten (10) days of CITY's receipt of the corrective action plan.

19.09. All reports, audits, and other information provided by PROVIDER pursuant to this section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury under Section 837.06, Florida Statutes."

19.10. To the extent that PROVIDER uses subcontractors in the performance of the services under this Agreement or assigns this Agreement with prior CITY consent, PROVIDER must include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

ARTICLE 20: Governing State Law/Venue/Severability:

20.01. The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction

located in Jacksonville, Duval County, Florida.

ARTICLE 21: Article Headings:

21.01. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

ARTICLE 22: Construction:

22.01. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

ARTICLE 23: Successors and Assigns/Personal Liability:

23.01. CITY and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by PROVIDER of its interests in this Agreement without the prior written consent of CITY shall be void, in the sole discretion of CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of CITY.

ARTICLE 24: Notice:

24.01. All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

24.01.01. As to the CITY:

Thomas Fonger
Jacksonville Fire and Rescue Department
Health & Safety Office
515 North Julia Street
Jacksonville, Florida 32202

24.01.02. As to the PROVIDER:

Patricia Johnson
CEO President
Life Extension Clinics, Inc.
1011 North MacDill Avenue
Tampa, Florida 33607

ARTICLE 25: PROVIDER Defined:

25.01. As used herein, the term “PROVIDER” shall include, but not be limited to, LIFE EXTENSION CLINICS, INC. (d/b/a Life Scan Wellness Centers), its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or other entities working for it or on its behalf.

ARTICLE 26: Ethics in Professional Service Agreements:

26.01. PROVIDER represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

ARTICLE 27: Conflict of Interest:

27.01. The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the CITY, to the extent the parties are aware of the same.

ARTICLE 28: Public Entity Crimes Notice:

28.01. The parties are aware and understand that a person or affiliate which has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

ARTICLE 29: Entire Agreement/Amendments:

29.01 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by PROVIDER hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding.

29.02 All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

ARTICLE 30: Prompt Payment:

30.01 *Generally.* When PROVIDER receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by PROVIDER, PROVIDER shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after PROVIDER's receipt of payment from CITY. Nothing herein shall

prohibit PROVIDER from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, PROVIDER may dispute the disputed portion of any such payment only after PROVIDER has provided notice to CITY and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said subcontractor or supplier within ten (10) calendar days after PROVIDER's receipt of payment from CITY. PROVIDER shall pay all undisputed amounts due within the time limits imposed by this section.

30.02. *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, PROVIDER shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by CITY under this Agreement within seven (7) business days after PROVIDER's receipt of payment from CITY (less proper retainage). The pro rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to PROVIDER, PROVIDER shall provide to CITY with its requisition for payment, documentation that sufficiently demonstrates that PROVIDER has made proper payments to its certified JSEB's or MBE's from all prior payments PROVIDER has received from CITY. PROVIDER shall not unreasonably withhold payments to certified JSEB's and MBE's if such payments have been made to PROVIDER. If PROVIDER withholds payment to its certified JSEB's or MBE's, which

payment has been made by CITY to PROVIDER, PROVIDER shall return said payment to CITY. PROVIDER shall provide notice to CITY and to the certified JSEB's or MBE's whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to CITY and said JSEB's or MBE's within five (5) calendar days after PROVIDER's receipt of payment from CITY. PROVIDER shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to the JSEB's or MBE's within seven (7) business days shall be a breach of this Agreement, compensable by one per-cent (1%) of the outstanding invoice being withheld by the CITY, not as a penalty but as liquidated damages to compensate for the additional contract administration by the CITY.

30.03. *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third party or create any CITY liability for PROVIDER's failure to make timely payments hereunder. However, PROVIDER's failure to comply with the Prompt Payment requirements shall constitute a material breach of PROVIDER's contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against PROVIDER, may: (i) issue joint checks; and (ii) charge PROVIDER a 0.2% daily late payment interest charge or the charges specified in Chapter 126, *Ordinance Code*, for JSEB's or MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or non-MBE's, whichever is greater.

ARTICLE 31: Incorporation by Reference:

31.01. The "Whereas" recitals at the beginning of this Agreement are true and correct and

are made a part hereof and are incorporated herein by this reference. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are made a part hereof and are incorporated herein by this reference.

ARTICLE 32: Order of Precedence:

32.01. In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

ARTICLE 33: Counterparts

33.01. This Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day
and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr. Alvin Brown
Corporation Secretary Mayor



In accordance with Section 24.133 of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

Budget 9/28/14
Director of Finance
CITY Contract Number: 8158-06

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

LIFE EXTENSION CLINICS, INC.
(D/B/A LIFE SCAN WELLNESS CENTERS)

By Michael Terrana
Signature
Type/Print Name
Title CEO

By Patricia Johnson
Signature
Type/Print Name
Title CEO

EXHIBIT "A"

P-41-13

1.2 Scope of Services.

The services sought under this RFP are generally described as follows:

Jacksonville Fire and Rescue personnel perform an important and dangerous job. The nature of the work and the associated stress, place fire fighters at a much higher risk for cardiovascular disease. The 2011 National Fire Protection Association (NFPA) annual report found that 54 percent of firefighter deaths were caused by overexertion/stress and that 49 percent of those deaths were due to sudden cardiac events. The report clearly indicates that sudden cardiac events are the leading cause of death for firefighters. In addition, there is a high rate of injuries in the Fire Service. Firefighters are twice as likely to get injured on the job compared to civilians. The Fire Service has the ability to improve these statistics by implementing regular physical examinations and conditioning programs. Research has shown that medical intervention and exercise programs have a positive impact on firefighter health.

The fire service has done a good job of improving the quality of firefighting equipment and safety practices but it still needs to improve firefighter health and fitness. A comprehensive medical examination can have a tremendous impact on reducing firefighter line of duty deaths by identifying and treating the higher risk individuals. An annual medical evaluation can provide a baseline for every firefighter and allows for detection of any change in the firefighter's health during his/her career. In addition, a fitness assessment and functional movement screening can help to identify fitness limitations and dangerous movement patterns. By identifying these areas an appropriate exercise prescription can be applied and realistic goals can be set and achieved.

The Jacksonville Fire and Rescue Department is seeking to employ a health, wellness, and fitness company that will provide medical/evaluations, and fitness assessments for 250 fire department members. This would include all fire fighters over the age of 50, fire fighters of any age that are in the high risk classification per ACSM guidelines, and members of the Hazardous Materials Teams. This would include follow-up testing and monitoring. The goal of this program is to provide the Fire Rescue Department with a quality Health, Wellness, and Fitness Program to ensure the health and well being of our most valuable resource, our employees.

"Please see Section 4 for a full description of the services and deliverables required under this RFP."

1.3 Term of Agreement.

The initial term of agreement will commence upon date of execution of the Contract and will continue for a one-year period. Buyer will have the option to renew such agreement for up to three (3) additional one-year periods upon satisfactory performance by Consultant/Firm. The Contract is subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for Contractors.

Consultant/Firm must satisfy the following mandatory minimum requirements in order to have their Responses evaluated. By submitting a Consultant warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

1. The intended providers shall submit documentation of the individual/firm who is licensed or certified in Florida to conduct wellness and fitness testing and evaluations and who has had experience and is knowledgeable of the physical and mental stress of fire/ems.

EXHIBIT 'A'

EXHIBIT "A"

Failure to provide such documentation shall result in the provider's proposal being rejected. In addition, although not a basis for rejection of a proposal from the evaluation process, individuals/firms responding to the RFP shall submit with their proposals the following:

2. Must have a facility and staff capable of administering scheduled physical and procedures outlined. If off-site facility is used ample parking for large Fire/Rescue apparatus must be provided.
3. Develop computerized data reports and forward the same to Health and Safety Officer. Format must be compatible with JFRD database as stated above.
4. Must have a minimum of ten (10) years experience in Occupational medicine.
5. Stress Test Treadmill Electrocardiograms will be conducted and monitored by a licensed physician, PA, or NP.
6. Must have facilities and staff and/or support personnel capable of administering 30 physical screenings/HAZMAT baselines and associated procedures outlined each week, or as directed by the Health and Safety Officer.
7. Must understand the physiological and psychological demands placed on firefighters.
8. Must understand the environmental conditions under which firefighters must perform.
9. Must provide documentation of experience in providing Occupational Health Care and be familiar with Workers' Compensation Laws.

EXHIBIT 'A'

EXHIBIT "B"

9. Quotation of Rates, Fees, or Charges and Other Detailed Cost Proposal or Cost Breakdown Information

Life Scan Wellness Centers	
Comprehensive Physical Exam Per RFP P-41-13	\$ 370.00
Hands-on Physical Exam (NFPA 1582 Compliant)	included
Health History Questionnaire or PAR-Q	included
Vision (Titmus)	included
Hearing Exam	included
Skin cancer assessment	included
Breast Exam for Women	included
Personal Consultation with review of testing results	included
Cardio Pulmonary Assessment	
Echocardiogram (Heart Ultrasound)	included
Resting EKG	included
Treadmill Stress Test with EKG	included
Carotid Arteries Ultrasound	included
Aortic Aneurysm Ultrasound	included
Pulmonary Function Test	included
Cancer and Disease Assessment	
Digital Rectal with occult screening	included
Thyroid Ultrasound	included
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	included
Bladder Ultrasound	included
Pelvic Exam with Ultrasound for Women (external, Ovaries and Uterus)	included
Testicular Ultrasound for Men	included
Prostate Ultrasound for Men	included
Blood and Laboratory Tests	
Urinalysis	included
Lipid Panel	included
Diabetes Tests (Hemoglobin A1C and Glucose)	included
Complete Blood Count	included
Comprehensive Metabolic Panel	included
Thyroid Panel	included
Testosterone, Total (men)	included
PSA (men)	included
CA-125 (women)	included
Fitness Assessment (NFPA 1582 Guidelines)	
Cardiovascular Endurance	included
Body Composition Analysis	included
Muscular Strength and Muscular Endurance	included
Flexibility Testing and Functional Movement Screening (FMS)	included
Nutrition and Diet Recommendations	included
Exercise Prescription	included
Medical Clearances	
OSHA Respirator Medical Clearance	included
Firefighter Medical Clearance	included
TOTAL	\$370.00

City of Jacksonville RFP P-41-13
Health Screening Physicals for JFRD Personnel/Ancillary Personnel

EXHIBIT "B"

The following additional tests on the RFP are not typically performed annually and offered on an as needed basis as per NFPA 1582:

Additional Tests Requested by RFP P-41-13	
Chest X-Ray with Radiologist review NFPA 1582: All Firefighters: Every 5 years unless with exposure or a Positive PPD TB Test	64.00
Cholinestrase and Heavy Metals (Hazmat Team)	120.00
Hepatitis A, B, or C test each (Hep C recommended annually)	50.00
Hepatitis Vaccines each shot (A=2 shot series, B=3 shot series) NFPA 1582: Recommended for New Hires or if never vaccinated	50.00
Hep A or B Titers (each) NFPA 1582: Post vaccine series As needed to determine Immunity.	25.00
Urine Drug (10 Panel)	28.00
Drug Rescreen with Confirmation	45.00
Medical Review Officer (MRO) as indicated	50.00
HIV	25.00
OTHER TESTS AVAILABLE	
ABO Blood Type	20.00
OSHA Respirator Mask Fit Testing (Portacount)	28.00
Lumbar X-Ray with Radiologist review	64.00
Tetnus/DP	20.00
Nicotine/Cotinine Screening	60.00
Post Offer Police and Firefighter Examinations	TBD based on testing requirements
Quantiferon Gold (TB Blood Test)	64.00

Life Scan has a private, PUBLIC SAFETY ONLY Wellness Center that is located at :

*4130 Salisbury Road, Suite 2400
Jacksonville, FL 32216*

All Services in Section 4 requested by this RFP will be provided by Life Scan to meet the needs of JFRD and comply with the requirements of this RFP

*City of Jacksonville RFP P-41-13
Health Screening Physicals for JFRD Personnel/Ancillary Personnel*

EXHIBIT "B"

10. The Volume of Current and Prior Work Performed for Using Agencies (Shall be considered a minus factor)

1. Jacksonville Sheriff's Office (\$550,000 annual)
2. Jacksonville Fire Rescue Department (\$50,000 annual)
3. JAA (\$10,000 annual)
4. JEA (\$40,000 annual)

*City of Jacksonville RFP P-4)-13
Health Screening Physicals for JFRD Personnel/Ancillary Personnel*