

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2645

CONTRACTOR INFORMATION

Name: Life Extension Clinics d/b/a Life Scan Wellness Cntrs

Address: 1011 North Macdill Avenue Tampa FL 33607

City State Zip

Contractor's Administrator Name: Pam Desmarais Title: Clinical Director

Tel#: (813) 348-0129 Fax: _____ Email: pam.desmarais@lifescanwellness.com

CONTRACT INFORMATION

Contract Name: New Hire Health Screening Physicals for Fire/Rescue Contract Value: Varies per service

Brief Description: Contract to provide health screening physicals for Fire/Rescue

Contract Dates : From: _____ to: _____ Status: New Renew Amend# WA/Task Order

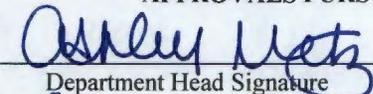
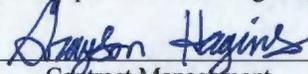
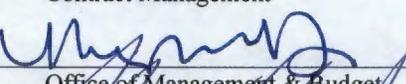
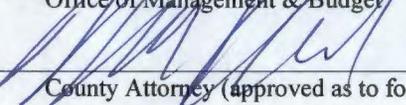
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | | |
|----|---|----------|------|---|
| 1. |  | 12/11/18 | Date | Human Resources |
| | Department Head Signature | | | Submitting Department |
| 2. |  | 12/13/18 | Date | 01241524 - 531031 OR
04223522 - 531031 |
| | Contract Management | | | Funding Source/Acct # |
| 3. |  | 12/18/18 | Date | MS
12/17/18 |
| | Office of Management & Budget | | | |
| 4. |  | 12/20/18 | Date | |
| | County Attorney (approved as to form only) | | | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL



Michael Mullin 12/20/18

Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original:** Clerk's Services; Contractor (original or certified copy)
- Copy:** Department
Office of Management & Budget
Contract Management
Clerk Finance

RCVD COUNTY MGR
14 DEC '18 PM 1:37

CONTRACT FOR NEW HIRE HEALTH SCREENING PHYSICALS

THIS CONTRACT entered into this 20th day of December, 2018, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **LIFE EXTENSION CLINICS, INC. d/b/a LIFE SCAN WELLNESS CENTERS**, a Florida profit corporation whose principal office is located at 1011 North Macdill Avenue, Tampa, Florida 33607, hereinafter referred to as "Vendor".

WHEREAS, the County desires to contract with the Vendor for New Hire Health Screening Physicals for Fire/Rescue; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to provide health screening and physical services as further described in the Contract Fee Summary attached hereto as Attachment "A" and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until services have been received and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to service, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Authorization of Payment

Final authorization of payment shall be given only after a review by the County's Office of Management and Budget and Clerk of the Court.

SECTION 4. Firm Prices

Prices for services covered in the Contract Fee Summary (Attachment "A"), shall be firm and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 7. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County. The Vendor, if county approves, shall ensure and provide assurances, that any subcontractor selected, and their employees or laborers, has the necessary qualifications and abilities to perform in accordance with the terms of this agreement. The Vendor, if subcontractor is approved by the County, agrees to be responsible for all work performed and all expenses incurred.

- (a) Any subcontract agreements must be evidenced by a written document available to the County, upon demand.

SECTION 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 13. Termination for Default

The contract may be terminated by the County, in whole or in part, whenever the County shall determine that the Vendor has failed to meet the term(s) and/or conditions of the Contract, including failure to produce documents required.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or

negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to books and records, during the term of the contract and any extensions and up to the three (3) year period. The County and Clerk of Courts shall have access to books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services agreed upon herein with the specifications and requirement set forth herein, including attachments.

SECTION 18. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution of this contract and shall continue for a two (2) year period. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 19. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 20. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The

County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

SECTION 21. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 22. Indemnification

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

SECTION 23. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 24. REQUEST FOR RECORDS; NONCOMPLIANCE

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

SECTION 25. CIVIL ACTION

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, the public agency and to the contractor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 26. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

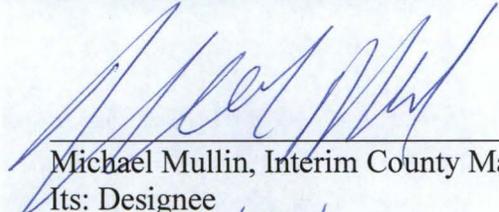
The vendor, during the term of this agreement, or any extension, has a continual duty to properly disclose to the County Procurement/Contract Manager, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the contract.

SECTION 27. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

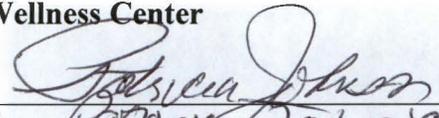
IN WITNESS WHEREOF, the parties have executed this contract, which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



Michael Mullin, Interim County Manager
Its: Designee
Date: 12/20/18

**Life Extension Clinics, Inc d/b/a Lifescan
Wellness Center**



By: Patricia Johnson
Its: CEO
Date: 12/6/18

ATTACHMENT "A"

Contract Fee Summary

Service Provided	Cost
<i>Life Scan Comprehensive Physical Exam</i>	\$ 395.00
Hands-on Physical Exam (NFPA 1582 Compliant)	included
Health History Questionnaire or PAR-Q	included
Mental Health and Sleep Disorder Assessments	included
Vision (Titmus)	included
Audiometry	included
Skin Cancer Assessment	included
Breast Exam for Women	included
Personal Consultation with Review of Testing Results	included
PPD (If eligible for Testing)	included
<i>Cardio Pulmonary Assessments</i>	
Echocardiogram (Heart Ultrasound)	included
Resting EKG	included
Treadmill Stress Test with EKG, Bruce Protocol	included
Carotid Arteries Ultrasound	included
Aortic Aneurysm Ultrasound	included
Pulmonary Function Test Spirometry	included
<i>Cancer and Disease Assessments</i>	
Digital Rectal with Colon Cancer Screening (Hemoccult)	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
<i>Blood and Laboratory Tests</i>	
Urinalysis	included
Lipid Panel	included
Diabetes Tests (Hemoglobin A1C and Glucose)	included
Complete Blood Count	included
Comprehensive Metabolic Panel	included
TSH Thyroid Test	included
PSA for Men	included
CA-125 for Women	included
<i>Fitness Assessments (NFPA 1583/WFI Guidelines)</i>	
Cardiovascular Endurance V02 Max Calculation	included
Body Compositions Analysis	included
Muscular Strength and Muscular Endurance	included

ATTACHMENT "A"
Contract Fee Summary

Service Provided	Cost
Flexibility Testing	included
Nutrition and Diet Recommendations	included
Exercise Prescription	included
<i>Medical Clearances</i>	
OSHA Respirator Medical Clearance	included
NFPA 1582 Firefighter Medical Clearance	included
<i>Additional Requested Services</i>	
Chest X-Ray with Radiologist Review	\$ 65.00
Lumbar X-Ray with Radiologist Review	\$ 65.00
Cholinesterase and Heavy Metals (Hazmat Tests)	\$ 127.00
Hepatitis A Test	\$ 55.00
Hepatitis B Test	\$ 55.00
Hepatitis C Test	\$ 55.00
Hepatitis A Titer	\$ 30.00
Hepatitis B Titer	\$ 30.00
Hepatitis A Vaccine (2 Shot Series) \$65 each	\$ 130.00
Hepatitis B Vaccine (3 Shot Series) \$65 each	\$ 195.00
HIV Test	\$ 40.00
OSHA Respirator Mask Fit Testing (Portacount)	\$ 45.00