

RESOLUTION NO. 2023 - 323

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE THE PROFESSIONAL SERVICES CONTRACT WITH LIFE EXTENSIONS CLINICS, INC DBA LIFE SCAN WELLNESS CENTERS FOR THE PERFORMANCE OF ANNUAL MEDICAL EXAMINATIONS FOR SJC FIRE RESCUE PERSONNEL AND EMPLOYMENT CANDIDATES.**

**RECITALS**

**WHEREAS**, St. Johns County Fire Rescue Department (“SJCFRD”) personnel, specifically firefighters and emergency operations employees, as well as candidates for hire into these positions, must undergo a medical examination in order to ensure health, fitness, and suitability for duty; and

**WHEREAS**, under the Collective Bargaining Agreement between the County and St. Johns County Firefighters and Paramedics, IAFF Local #3865, as well as the National Fire Protection Association (“NFPA”) Standard 1582, SJCFRD must establish a comprehensive occupational and medical program, including annual medical evaluations for personnel, and pre-employment medical evaluations for job candidates performed by a designated healthcare provider; and

**WHEREAS**, SJCFRD has determined that Life Extensions Clinics, Inc DBA Life Scan Wellness Centers (“Life Scan”) is a qualified healthcare provider, and through the awarded Agreement, designates them as one of SJCFRD’s healthcare providers to guide, direct, and advise the members with regard to health, fitness and suitability for duty in accordance with NFPA guidelines; and

**WHEREAS**, the attached Agreement sets forth the obligations of both the County and Life Scan related to the required Services; and

**WHEREAS**, the Agreement shall be funded by SJCFRD in each Fiscal Year, throughout the duration of the Agreement, unless appropriation is not provided by the Board of County Commissioners in any given Fiscal Year.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to finalize and execute the Professional Services Agreement with Life Scan to perform the required Services.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this 5th day of September, 2023.

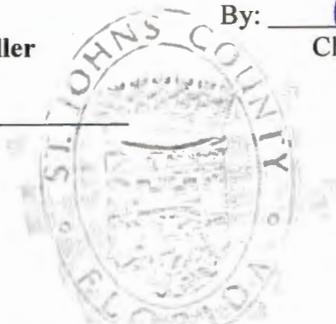
Rendition Date SEP 06 2023

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

**ATTEST: Brandon J. Patty,**  
Clerk of Circuit Court & Comptroller

By: Crystal Smith  
Deputy Clerk

By: Christian Whitehurst  
Christian Whitehurst, Chair



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
LIFE EXTENSION CLINICS, INC DBA LIFE SCAN WELLNESS CENTERS  
AND ST. JOHNS COUNTY, FLORIDA**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between St. Johns County, Florida ("County"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, Life Extension Clinics, Inc dba Life Scan Wellness Centers ("Contractor") fully licensed to perform the Services in the State of Florida, with principal address of 1011 N MacDill Avenue, Tampa, FL 33607. Collectively, the County and Contractor are referred to as the "Parties".

**RECITALS**

**WHEREAS**, St. Johns County currently has a Collective Bargaining Agreement ("CBA") with St. Johns County Firefighters and Paramedics, IAFF Local #3865 ("Local #3865"), which outlines the requirements and conditions for medical examinations for employees of the St. Johns County Fire Rescue Department ("SJCFRD"); and

**WHEREAS**, in addition to the requirements set forth in the CBA, the National Fire Protection Association ("NFPA") Standard 1582 provides guidelines under which SJCFRD shall establish a comprehensive occupational and medical program, requiring annual medical evaluations for personnel, and pre-employment medical evaluations for candidates performed by a County-designated healthcare provider, who shall guide, direct, and advise the members with regard to their health, fitness, and suitability for duty under NFPA Standards 1500 and 1582; and

**WHEREAS**, the pre-employment and annual medical evaluations shall include physical examination, lab tests and imaging within the guidelines of with NFPA Standard 1582; and

**WHEREAS**, Contractor develops and implements corporate wellness programs for the benefit of employers, health plans and their employees, members and beneficiaries, and Contractor and its subcontractors have the knowledge to guide, direct, and advise SJCFRD and its employees regarding their health, fitness, and suitability for duty within the guidelines of NFPA Standard 1500; and

**WHEREAS**, this Agreement sets for the terms, conditions, provisions, requirements, obligations, and responsibilities of the Parties with respect to the services required by the County and performed by Contractor; and

**WHEREAS**, the County has determined that entering into this Agreement is in the best interest of the County and of the public.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I. Effect of Recitals**

The above recitals are incorporated into the body of this Agreement.

**Article II. Term and Renewal**

This Agreement shall become effective upon signature by both Parties, as of the Effective Date shown above, and shall remain in effect through and until 12:01AM on July 1, 2030, unless earlier terminated by either Party, as provided in Article IV herein. The term of this Agreement shall only be renewed, extended, or revised through an Amendment, approved by both Parties.

**Article III. Contract Documents**

(1) The Contract Documents are the collective documents which form the Contract, and shall govern over the completion of the Services. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) This fully executed Agreement, and all Exhibits and/or Attachments hereto:
  - i. Exhibit 1 – Fee Schedule
  - ii. Exhibit 2 – SJCFRD approved Medical History Questionnaire;
  - iii. Exhibit 3 – SJCFRD approved Medical Evaluation & Physical Examination Form
  - iv. Exhibit 4 – SJCFRD approved Medical Clearance Form;
  - v. Exhibit 5 – SJCFRD approved HIPAA Authorization Form;
  - vi. Exhibit 6 – OSHA Questionnaire 1910.134;
  - vii. Exhibit 7 – NFPA Standards 1500 and 1582
- c) Insurance Certificate(s) provided by Contractor

(2) Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s proposal or invoices shall be binding upon the County nor shall become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence listed above. The Contract Documents shall not be changed except by Amendment signed by both Parties.

(3) Both Parties agree to approach the resolution of any dispute relating to the Contract Documents through good faith efforts. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to SJCFRD’s designated representative, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted by Contractor within seven (7) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. SJCFRD’s representative shall render a determination concerning such interpretation or clarification, and provide it to the Contractor within seven (7) business days of receipt of Contractor’s request. In the event Contractor does not agree with the SJCFRD representative’s determination, Contractor shall file a written protest within fourteen (14) calendar days of receipt thereof. Contractor’s protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. The Assistant Director of Purchasing & Contracts shall consider Contractor’s protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, Contractor shall deliver written notice to that effect to the County within ten (10) calendar days of receipt of the determination by the Assistant Director of Purchasing & Contracts. If the Parties fail to agree on the interpretation or clarification of the Contract Documents, either party may pursue all legal and equitable remedies available to it.

(4) In no event will a dispute relieve either party from their obligations to timely perform as required under this Agreement.

**Article IV. Termination**

(1) This Agreement may be terminated without cause by either party, upon ninety (90) days prior written notice to the other party, in accordance with Article VIII (2), below.

(2) This Agreement may be terminated with cause by either party, in the event of default by the other party. In the event of a termination by the non-breaching party for cause, the breaching party shall have seven (7) calendar days from receipt of notice to remedy deficiencies identified in said notice. If the breaching party fails to remedy such deficiencies to the reasonable satisfaction of the non-breaching party within the stated time period, the non-breaching party may issue a Notice of Termination, providing ten (10) calendar days written notice of the date of termination of this Agreement.

**Article V. Contractor Duties and Obligations**

(1) Annually, Contractor must provide a physical examination and order necessary labs and imaging as determined by SJCFRD, within the guidelines of current NFPA 1582 and 1500 (“Services”), for all applicable SJCFRD employees, and any candidate to which the County has made a conditional offer of employment.

- (2) Contractor shall complete the following forms during the physical examinations, which Contractor must retain and/or provide to SJCFRD in accordance with this Agreement:
- SJCFRD approved Medical History Questionnaire (Exhibit 2)
  - PATH Medical Evaluation & Physical Examination Form (Exhibit 3)
  - SJCFRD approved Medical Clearance Form (Exhibit 4)
  - SJCFRD approved HIPAA Authorization Form (Exhibit 5)
  - OSHA Questionnaire 1910.134, as applicable (Exhibit 6)
- (3) All labs performed pursuant to this Agreement shall be performed by Contractor. As part of its obligations hereunder, Contractor shall provide all labs to each applicable SJCFRD employee, or candidate for employment, as close as possible to **45 days** prior to the employee or candidate's scheduled physical examination.
- (4) Subject to Article V(1), in the event an employee or candidate is determined by Contractor, during the physical examination, to be unsuitable for duty, Contractor shall submit, in writing, via email to the appropriate SJCFRD representative, a completed Medical Clearance Form, documenting the unsuitability for duty, as well as any work restrictions necessary as determined during the physical examination by or before five o'clock (5:00PM) on the date of the physical examination. Contractor shall follow-up this written notice with a phone call to the appropriate SJCFRD representative, confirming receipt of the documentation, within one (1) hour of submitting the information as provided herein. Additionally, Contractor shall be responsible for identifying and documenting any Category A and/or Category B Medical Conditions, as defined in NFPA Standard 1582, for any employee or candidate, which may cause the employee or candidate to be deemed unsuitable for duty.
- (5) Subject to Article V(1), for all employees and candidates determined by Contractor, during the physical examination, to be suitable for duty, Contractor shall submit, a completed Medical Clearance Form to SJCFRD within thirty (30) days of completion of an employee or candidate's physical examination.
- (6) Contractor and its subcontractors shall hold and maintain at their own expense all applicable licenses, registrations, certifications, or permits necessary to provide the Services.
- (7) Contractor shall, at its sole expense, obtain and maintain at least the minimum insurance coverages (or maintain an adequately-funded, actuarially-sound self-insurance program) as provided herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to performance of services. The County shall be named as Additional Insured on all policies except Workers' Compensation and Professional Liability. Required insurance coverages shall be maintained in force, including coverage for Additional Insureds, and Waiver of Transfer of Rights of Recovery endorsement, throughout the duration of this Agreement. Compliance with the requirements provided herein shall not relieve Contractor of its liability and obligations under this Agreement. Contractor shall procure and maintain the following insurance coverages:
- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations.
  - Adequate Workers' Compensation Insurance in at least such amounts as is required by law for its employees, per Chapter 440, Florida Statutes, or must be registered as a Self-Insured Entity with the State of Florida.
  - Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 per occurrence for all owned, non-owned, and hired vehicles.
  - Professional Liability, specifically medical malpractice, and/or Errors and Omissions Insurance with minimum limits of \$1,000,000. Upon expiration or termination of the Professional Liability/Errors and Omissions Insurance, Contractor must obtain Tail Coverage for a period of two (2) years, as determined by the County.

- Certificate(s) of Insurance shall clearly indicate the insurance coverages, of the type, amount, and classification as provided herein, and shall clearly indicate the County as the Certificate Holder, and as Additional Insured as provided herein.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

- Contractor shall require any and all subcontractors or their subcontractors' independent contractors to obtain and maintain the same insurance coverages, as specified above, with the exception of Auto Liability, which is not required for subcontractors.
- The requirements for General Liability and Automobile Liability may be satisfied with a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. The County reserves the right to adjust the minimum insurance requirements provided herein, or may require additional insurance coverages to address other insurable hazards, with provision of one hundred twenty (120) calendar days prior written notice to Contractor.

## **Article VI. County Duties and Obligations**

- (1) The County shall provide Contractor with an SJCFRD approved HIPAA Authorization Form to be utilized in obtaining authorization from an employee or candidate for Contractor to submit a completed Medical Clearance Form or any other personally identifiable or protected health information with respect to the Services.
- (2) The County shall provide Contractor with the most current NFPA Standard 1500, 1582, and any other relevant standards or associated guidelines Contractor is required to adhere to when providing the Services. Contractor shall only be responsible for adhering to the NFPA standards and guidelines most recently provided by the County. For the avoidance of doubt, as of the Effective Date, the current NFPA guidelines and standards by which Contractor must adhere have been provided to Contractor by SJCFRD.
- (3) The County shall provide Contractor with the SJCFRD approved Medical History and Examination Form for Firefighters, OSHA Questionnaire 1910.134, and Medical Clearance Form to be utilized in performance of the Services. Contractor shall only be responsible for reporting to the County the information included in the approved Medical Clearance Form most recently provided by the County.
- (4) SJCFRD shall designate the appropriate representative with whom Contractor shall communicate for notifications related to unsuitability for duty, appointment cancellations, invoicing, and other day-to-day operational needs related to the Services. SJCFRD shall notify Contractor of this representative, upon full execution of this Agreement.
- (5) The County shall, at its sole expense, obtain and maintain at least the minimum insurance coverages (or maintain an adequately-funded, actuarially-sound self-insurance program) as provided herein. All insurance policies shall be satisfactory to Contractor and be issued by companies authorized and duly licensed to transact business in the State of Florida. The County shall furnish proof of insurance to the County prior to performance of services. Contractor shall be named as Additional Insured on all policies except Workers' Compensation and Professional Liability. Required insurance coverages shall be maintained in force, including coverage for Additional Insureds, and Waiver of Transfer of Rights of Recovery endorsement, throughout the duration of this Agreement. Compliance with the requirements provided herein shall not relieve the County of its liability and obligations under this Agreement. The County shall procure and maintain the following insurance coverages:
  - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations.
  - Adequate Workers' Compensation Insurance in at least such amounts as is required by law for its employees, per Chapter 440, Florida Statutes, or must be registered as a Self-Insured Entity with the State of Florida.

- Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 per occurrence for all owned, non-owned, and hired vehicles.
  - Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000
- (6) Certificate(s) of Insurance shall clearly indicate the insurance coverages, of the type, amount, and classification as provided herein, and shall clearly indicate Contractor as the Certificate Holder, and as Additional Insured as provided herein. The requirements for General Liability and Automobile Liability may be satisfied with a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

#### **Article VII. Compensation**

- (1) Contractor shall be compensated by the County for satisfactory performance of the Services in accordance with the fee schedule attached as Exhibit 1. The County shall also pay for reasonable, actual out-of-pocket travel expenses incurred by Contractor for Services conducted outside of Duval, St. Johns, Clay, Baker, Nassau, or Flagler County, provided Contractor notifies SJCFRD of any necessary travel and SJCFRD approves the associated expenses prior to incurrence. The County shall pay Contractor a \$50.00 cancellation fee for any physical examinations cancelled by the employee or SJCFRD less than 48 hours prior to the time of the scheduled physical examination, unless the cancellation is the result of an Employee's obligation to respond to an emergency while on duty. Contractor shall send an itemized bill to the appropriate representative at SJCFRD, at the information provided to Contractor, by or before the tenth (10<sup>th</sup>) of each month for Services satisfactorily performed during the preceding calendar month.
- (2) Payment shall be remitted by the County in accordance with the Local Prompt Payment Act (Sections 218.70-218.80, Florida Statutes).
- (3) Contractor shall not submit any invoices to, nor shall it in any way assess any costs for the Services authorized hereunder, to the County's or employees' insurance provider(s), for payment of any portion(s) of invoices for Services performed pursuant to this Agreement. Additionally, any medical services other than those specifically provided for herein, conducted, performed, or caused to be performed by Contractor for any individual(s) who may receive physical examinations under this Agreement, shall not be, in any manner whatsoever, combined with those services performed pursuant to this Agreement, for any purpose, including but not limited to, billing, reporting, or communication.
- (4) The total annual compensation under this Agreement shall not exceed the funds lawfully appropriated by the Board of County Commissioners during any given Fiscal Year.
- (5) Contractor may request a pricing adjustment on an annual basis, no later than sixty (60) calendar days prior to the anniversary of the Effective Date of this Agreement. The requested pricing adjustment is subject to approval by the County, but shall not exceed five (5%) in any given year. No pricing adjustment shall become effective until captured in a fully executed Amendment to this Agreement.

#### **Article VIII. Miscellaneous Provisions**

- (1) **SUBCONTRACTORS.** Contractor shall provide a list of any and all subcontractors proposed to perform any portion(s) of the Services specified herein, provided that any such subcontractors shall perform its services to the standards set forth herein for Contractor's Services. Prior to Contractor changing the use of any subcontractor(s), or adding new subcontractor(s) for the performance of Services under this Agreement, Contractor must provide written notice to the County no less than one hundred twenty (120) calendar days before any changes to subcontractors takes place. The use of any subcontractor(s) shall not relieve Contractor from any liability or responsibility assumed under this Agreement.
- (2) **NOTICE.** Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Delivered by U.S. Mail, commercial express carrier, (postage prepaid, delivery receipt requested), electronic mail or hand delivery to the following addresses:

For Contractor:  
Life Extension Clinics, Inc  
dba Life Scan Wellness Centers  
1011 N MacDill Avenue  
Tampa, FL 33607  
Email Address: [patricia.johnson@lifescanwellness.com](mailto:patricia.johnson@lifescanwellness.com)

For St. Johns County:  
Jaime Locklear, Asst. Director, Purchasing & Contracts  
SJC Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

*With a copy to:*

*With a copy to:*

St. Johns County  
County Attorney's Office  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [dmigut@sjcfl.us](mailto:dmigut@sjcfl.us)

- (3) **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto, any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.
- (4) **RELATIONSHIP OF THE PARTIES.** The Parties agree that Contractor is an independent for-profit corporate entity, and therefore not an employee or organization of the County and that nothing in this Agreement shall be construed as or constitute an employment relationship between the County and Contractor. As such, Contractor employees and any third-party subcontractors who provide Services on Contractor's behalf shall not attain any rights or benefits under the County's retirement or health insurance benefits or other rights generally afforded to County employees and, furthermore, shall not be deemed entitled to worker's compensation benefits as an employee of the County. Contractor shall be solely responsible for the payment of all applicable taxes, if any, for compensation paid to Contractor by the County pursuant to this Agreement.
- (5) **INDEMNIFICATION.** To the extent allowed by Florida law, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, officials, employees, and agents from any liabilities, claims, lawsuits, damages, and expenses, including attorney's fees and costs, arising, directly or indirectly out of, resulting from, or incident to any negligent act, failure to act, willful misconduct, or breach of this Agreement by the Indemnifying Party, its employees or agents, including, but not limited to, any fines, awards, damages, expenses, and reasonable legal fees that may be incurred in connection with such claims.. Nothing contained in this Agreement is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's sovereign immunity.
- (6) **LIMITED WARRANTY.** Contractor warrants that it will perform, or will cause a qualified subcontractor to perform on its behalf, all Services required under this Agreement in a professional and workmanlike manner in accordance with industry practices and standards generally applicable for such services. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
- (7) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATED TO, THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY THE COUNTY HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIMS FOR ANY LOST PROFITS OR REVENUES, LOST DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
- (8) **PRIVACY NOTICE REGARDING EMPLOYEE HEALTH INFORMATION.** Contractor shall use reasonable efforts to maintain the privacy and security of all employees' and candidates for employment personally identifiable

or protected health information in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (PL 104-91), the HITECH Act provisions of the American Recovery and Reinvestment Act of 2009 (PL 111-5) and regulations enacted by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 – 164. Contractor will only disclose Employee personally identifiable or protected health information to SJCFRD with the employee or candidate’s written authorization to do so, or as expressly permitted by law. Other than disclosure to SJCFRD upon the Employee’s written authorization, or as required by law, Contractor will not disclose publicly any Employee personally identifiable or protected health information, nor will Contractor sell, exchange, transfer or otherwise disclose such information to any person or entity, other than SJCFRD as provided below.

Contractor must take appropriate precautions, including encryption of electronically-stored information, to avoid any data breach. If there is a data breach involving protected information, Contractor will notify the Employee and the County as soon as reasonably practicable.

Anyone who receives Employee personally identifiable or protected health information for purposes of providing the Services must abide by these confidentiality requirements.

(9) **NO PLEDGE OF AD VALOREM TAXES.** The Parties agree that this Agreement does not constitute a general indebtedness of the County within the meaning of any constitutional, statutory, or charter provision or limitation, and it is expressly agreed by the Parties that Contractor shall not have the right to require or compel the exercise of ad valorem taxing power of the County, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the County, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the County and Contractor.

(10) **PUBLIC RECORDS.** The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 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 this Agreement term and following completion of the Agreement.
- d. Upon completion of the contract, transfer, at no cost to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the transfer service.

If Contractor transfers all public records to the County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's

information technology systems. Failure of Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OFFICE OF THE COUNTY ATTORNEY, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

- (11) **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be St. Johns County, Florida.
- (12) **ENTIRE AGREEMENT.** This Agreement, including all Exhibits attached hereto, and any fully executed Amendments, constitutes the entire agreement among the Parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the Parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified, amended, revised, transferred, completed or terminated except by the mutual written agreement of both parties herein.
- (13) **ASSIGNMENT.** This Agreement may not be assigned, nor the duties or obligations herein delegated, or transferred, in whole or in part, by either party without the written consent of the other party.
- (14) **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.
- (15) **WAIVER.** No consent or waiver, express or implied, by a party hereto of any breach or default by the other party in the performance by such other party of its other obligations herein shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

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**IN WITNESS WHEREOF**, this Agreement, has been reviewed by the parties hereto and so have made and executed this final Agreement on the respective dates under each signature, for the purposes stated herein.

**St. Johns County, FL**  
("County")

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Jaime T. Locklear  
(Printed Name)

**Asst. Director, Purchasing & Contracts**  
(Title)

\_\_\_\_\_  
(Date of Execution)

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Circuit Court and Comptroller**

By: \_\_\_\_\_  
(Deputy Clerk)

\_\_\_\_\_  
(Date of Execution)

**Legally Sufficient:**

\_\_\_\_\_  
(Office of County Attorney)

\_\_\_\_\_  
(Date of Execution)

**Life Extension Clinics, Inc dba**  
**Life Scan Wellness Centers**  
("Contractor")

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**EXHIBIT 1**  
**ST. JOHNS COUNTY FIRE RESCUE FEE SCHEDULE**

<b>FIRE FIGHTER PHYSICALS</b>	
Public Safety Annual Physical	\$460.00
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Puls	Included
Sleep Disorder Evaluation, Epworth Sleep Scale	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision w/ Peripheral, Depth Perception & Color	Included
Breast Exam w/ Self-Exam education	Included
Personal Consultation w/ review of testing results	Included
<b>Laboratory Tests:</b>	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
Prostate Cancer marker, Men (PSA)	Included
Testosterone (Men)	Included
<b>Ultrasound Screenings (Early Detection of Heart Disease and Cancer):</b>	
Echocardiogram (Heart ultrasound)	Included
Carotid Arteries Ultrasound	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Prostate Ultrasound	Included
Testicular Ultrasound	Included
Ovaries and Uterus Ultrasounds	Included
<b>Cardiopulmonary Testing</b>	
Cardiac Stress Test (Treadmill w/ 12 lead, sub-maximal, Bruce Protocol)	Included
EKG, 12 lead	Included
Spirometry, PFT Lung Capacity	Included
OSHA Respirator Medical Clearance	Included
<b>Fitness Evaluation per NFPA 1583~IAFF/IAFC Wellness Fitness Initiative:</b>	
Fitness tests for muscular strength & endurance	Included
Sit and Reach, Planking, Grip Strength	Included
Sit Up Test, Wall Sit, Flexibility	Included
VO2 Max Calc for Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included
Personal Wellness Plan with recommendations	Included
<b>Other Tests Available:</b>	
Chest X-Ray, 2 view with radiologist review	\$91.00
Lumbar X-Ray, 2 view with radiologist review	\$91.00
Hazmat Heavy Metals & Cholinesterase	\$182.00
Hepatitis A Screening Test	\$65.00
Hepatitis A Titer	\$44.00
Hepatitis B Screening Test	\$72.00

Hepatitis B Titer	\$40.00
Hepatitis C Screening Test	\$65.00
HIV Test, Gen 4	\$37.00
PPD TB Skin Test	\$37.00
Quantiferon TB Blood Test	\$87.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	\$37.00
MMR Booster	\$97.00
MMR Titer	\$97.00
Varicella Titer	\$144.00
Polio Booster	\$37.00
Polio Titer	\$71.00
OSHA Respirator Mask Fit Testing (Portacount)	\$57.00
Drug Screen, I CUP	\$57.00
Drug Rescreen with confirmation	\$65.00
Medical Review Officer (MRO) as indicated/secondary review	\$132.00
Phlebotomist (Blood Draw) Fee	\$26.00

**EXHIBIT 2**  
**[SJCFRD approved Medical History Questionnaire]**

**EXHIBIT 3**  
**[SJCFRD approved Medical Evaluation & Physical Examination Form]**

**EXHIBIT 4**  
**[SJCFRD approved Medical Clearance Form]**

**EXHIBIT 5**  
**[SJCFRD approved HIPPA Authorization Form]**

**EXHIBIT 6**  
**[OSHA Questionnaire 1910.134]**

**EXHIBIT 7**  
**[NFPA Standard 1500 and 1582]**

Due to the size of NFPA Standards 1500 and 1582, the documents are not attached hereto.

SJCFRD provided hard-copy versions of the current versions of both NFPA Standards 1500 and 1582 for use in accordance with the requirements of this Contract. By signing below, Contractor acknowledges receipt of both NFPA Standards 1500 and 1582. In the event a revised version of either standard is required, SJCFRD shall provide a hard-copy of the revision for which Contractor shall acknowledge receipt.

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Signature of Contractor Representative