

**TERM CONTRACT FOR FIRE DEPARTMENT PHYSICIAN SERVICES
(RFP-5187-26/RLH)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers**, duly authorized to conduct business in the State of Florida, whose address is 1011 North MacDill Ave, Tampa, Florida 33607, in this Agreement referred to as “**PHYSICIAN**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified physician to provide Fire Department physician services for physicals for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of PHYSICIANS; and

WHEREAS, PHYSICIAN is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and PHYSICIAN agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains PHYSICIAN to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. PHYSICIAN is also bound by all requirements as contained in the solicitation package, all addenda to this package, and PHYSICIAN’s submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and

depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to PHYSICIAN.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by PHYSICIAN under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that PHYSICIAN will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by PHYSICIAN will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate PHYSICIAN for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) PHYSICIAN shall supply all materials and services required by the Purchase Order, but in no event will PHYSICIAN be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, PHYSICIAN may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to PHYSICIAN when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, PHYSICIAN shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of PHYSICIAN, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

- (3) A copy of the invoice must be sent to:
Seminole County Human Resources Division
1101 E. 1st Street
Sanford, FL 32771

A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of PHYSICIAN's invoice, COUNTY shall pay PHYSICIAN the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, PHYSICIAN may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of PHYSICIAN at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to PHYSICIAN and

COUNTY. Total compensation to PHYSICIAN may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to PHYSICIAN. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) PHYSICIAN shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. PHYSICIAN shall make such materials available at PHYSICIAN's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, PHYSICIAN shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. PHYSICIAN is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by PHYSICIAN's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to PHYSICIAN, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of PHYSICIAN to fulfill its obligations under

this Agreement. Upon receipt of such notice, PHYSICIAN shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by PHYSICIAN in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, PHYSICIAN will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of PHYSICIAN to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, PHYSICIAN will be liable to COUNTY for all reasonable additional costs associated with PHYSICIAN's failure to fulfill its obligations under this Agreement.

(d) PHYSICIAN will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of PHYSICIAN, but PHYSICIAN will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of PHYSICIAN include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of PHYSICIAN.

(e) If after notice of termination for PHYSICIAN's failure to fulfill its obligations under this Agreement it is determined that PHYSICIAN had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by PHYSICIAN, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by PHYSICIAN are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. PHYSICIAN shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. PHYSICIAN shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. PHYSICIAN warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PHYSICIAN 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 PHYSICIAN, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) PHYSICIAN shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) PHYSICIAN hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of PHYSICIAN to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. PHYSICIAN shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. PHYSICIAN will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, PHYSICIAN shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to PHYSICIAN's provision of materials or services under this Agreement caused by PHYSICIAN's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY

of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) PHYSICIAN, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. PHYSICIAN shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) PHYSICIAN shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by PHYSICIAN will relieve PHYSICIAN of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by PHYSICIAN in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of PHYSICIAN.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PHYSICIAN shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PHYSICIAN shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of PHYSICIAN or any other party.

(b) General Requirements.

(1) Before commencing work, PHYSICIAN shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, PHYSICIAN shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, PHYSICIAN shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by PHYSICIAN.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and PHYSICIAN as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by PHYSICIAN pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by PHYSICIAN.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then PHYSICIAN shall immediately notify COUNTY as soon as PHYSICIAN has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the

insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PHYSICIAN has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PHYSICIAN will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PHYSICIAN, PHYSICIAN, at PHYSICIAN's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by PHYSICIAN and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) PHYSICIAN's insurance must cover PHYSICIAN and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(D) If PHYSICIAN asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, PHYSICIAN shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or PHYSICIAN, including PHYSICIAN, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PHYSICIAN's insurance must cover PHYSICIAN for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If PHYSICIAN's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(3) Business Auto Liability.

(A) PHYSICIAN's insurance must cover PHYSICIAN for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event PHYSICIAN does not own automobiles, PHYSICIAN shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If PHYSICIAN'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(4) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized

access and use; disclosure of COUNTY data, whether by PHYSICIAN or any subcontractor or cloud service provider used by PHYSICIAN; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a “claims-made” basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover PHYSICIAN, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(5) Professional Liability Insurance.

(A) PHYSICIAN shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, PHYSICIAN warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will

be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If PHYSICIAN contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then PHYSICIAN shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting PHYSICIAN's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, PHYSICIAN hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

(a) above of which PHYSICIAN had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and PHYSICIAN.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by PHYSICIAN, COUNTY shall designate and advise PHYSICIAN in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, PHYSICIAN shall designate or appoint one or more representatives who are authorized to act on behalf of PHYSICIAN and bind PHYSICIAN regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent CONTRACTOR. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PHYSICIAN (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PHYSICIAN is and will remain forever an independent CONTRACTOR with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by PHYSICIAN in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by PHYSICIAN not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) PHYSICIAN acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. PHYSICIAN acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, PHYSICIAN shall provide COUNTY with all requested public records in PHYSICIAN's possession, or shall allow COUNTY to inspect or copy the

requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) PHYSICIAN specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) PHYSICIAN shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) PHYSICIAN shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) PHYSICIAN shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, PHYSICIAN shall transfer, at no cost to COUNTY, all public records in possession of PHYSICIAN, or keep and maintain public records required by COUNTY under this Agreement. If PHYSICIAN transfers all public records to COUNTY upon completion of this Agreement, PHYSICIAN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PHYSICIAN keeps and maintains the public records upon completion of this Agreement, PHYSICIAN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to PHYSICIAN. PHYSICIAN may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF PHYSICIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PHYSICIAN’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PHYSICIAN MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, PHYSICIAN shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PHYSICIAN.

Section 28. Patents and Royalties. Unless otherwise provided, PHYSICIAN is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. PHYSICIAN, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by PHYSICIAN. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to PHYSICIAN. If such a claim is made, PHYSICIAN shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to PHYSICIAN and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a Copy to:

Seminole County Human Resources Division
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For PHYSICIAN:

Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers
1011 North MacDill Ave
Tampa, FL 33607

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) PHYSICIAN must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to PHYSICIAN for engaging with or contracting for the services of any subcontractors under this Agreement, PHYSICIAN must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. PHYSICIAN must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that PHYSICIAN has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with PHYSICIAN, PHYSICIAN may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but PHYSICIAN otherwise complied with this

Section, COUNTY must promptly notify PHYSICIAN and order PHYSICIAN to immediately terminate its agreement with the subcontractor.

(c) PHYSICIAN shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, PHYSICIAN shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, PHYSICIAN affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, PHYSICIAN shall attest under penalty of perjury, that PHYSICIAN does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Life Extension Clinics, Inc. D/B/A Life Scan
Wellness Centers

Witness

By: _____

Print Name

Print Name

Witness

Title

Print Name

Date

SEMINOLE COUNTY, FLORIDA

Witness

By: _____

Gladys Marrozos,
Procurement Administrator

Print Name

Date: _____

Witness

Print Name

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

05/16/2025

T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F - Foreign Country of Concern Attestation
- Exhibit G- Anti-Human Trafficking Affidavit
- Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

Scope of Services for *Fire Department Comprehensive Hands on Annual Physicals for Existing Fire Department Employees and Respirator Use Evaluations*

- Shall provide medical screening, evaluation, and management of medical services as outlined below.
- Shall be able to conduct follow-up testing (or refer the patient to an appropriate specialist for follow-up testing) in cases where abnormalities occur in routine physical examinations.
- Vendor shall conduct annual physical examinations of 500+/- employees. The physicals shall consist of testing as indicated for all physicals. The vendor shall submit a written report of findings uploaded and accessible to the patient and/or provide a physical copy at the conclusion of the physical.
- Shall have a working knowledge of the medical requirements for firefighters as contained in NFPA Standard 1582: STANDARD ON COMPREHENSIVE OCCUPATIONAL MEDICAL PROGRAM FOR FIRE DEPARTMENTS in order to assess fitness for duty.
- For non-workers' compensation cases, the physician shall report to the County the employee's ability to complete assigned work or limitations using physician-provided forms. Workers' compensation cases are typically handled through the County's third-party administrator, but the physician may be required to complete a DFS-F5-DWC-25 form should the case become workers' compensation eligible.
- Will provide a "fit for duty" form per NFPA 1582 to the Deputy Chief of Administration for each Fire Department employee required to have an annual physical.
- Annual assessments shall provide a thorough assessment of the employee's health, as well as recommendations for achieving and maintaining long-term health and managing medical risks.
- Perform respirator medical evaluations for employees required to wear respirators. The evaluation shall conform – at a minimum – to the applicable OSHA standard.
- Urine/drug screening will comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, National Institute of Drug Abuse Compliance Standards, or other standards as approved by the County, and test for the substances and levels listed in the attached Seminole County Fire Department Drug Testing Schedule.
- Vendor shall provide Human Resources with a complete copy of all test forms, test results, and other documentation related to the physical in a sealed envelope, thumb drive or secured electronic communication.
- The annual exam will be in a location not to exceed 30 miles from the Fire Department Headquarters located at 150 Eslinger Sanford, FL 32773.
- All blood work will be collected prior to the employee's exam. The collections will be done at a central location in Seminole County chosen by the Fire Department and a schedule will be set up prior to the start date of the 1st physical to allow for processing of blood work. The Vendor may provide an alternate recommendation on the location for blood work collection. The Fire Department has the option to approve or deny this recommendation.
- The vendor will provide for each Fire Department employee covered by the annual examination the Biometric Measurement requirements set by the County. The results will be uploaded and accessible to the patient and/or a physical copy will be provided. The required form will be given to the selected vendor prior to the start of the annual physical cycle and is expected to be filled out by the Vendor.
- Student Health Evaluation forms may also be required to be signed by the Vendor to verify the employee's annual physical for EMT and/or Paramedic school purposes.

EXHIBIT A

- Vendor is responsible for all additional costs not included on the pricing schedule
- Internet access will be provided if at a remote County site, however, if additional Wi-Fi is needed this cost will need to be included on the price schedule.

The annual physical shall include obtaining and retaining on file the following information per NFPA 1582 on the pricing sheet as well as:

1. The physical shall include all testing and/or services listed on the Comprehensive Hands on Physical Pricing sheet.
2. Physical exams include head, eyes with fundoscope, ears, nose, throat, neck, heart, chest, lungs, abdomen, extremities and back.
3. CBC With Differential/Platelet; Comp. Metabolic Panel (14); Lipid Panel With LDL/HDL Ratio; Heavy Metals Profile I, Blood; QuantiFERON-TB Gold Plus; Hemoglobin A1c; Testosterone-males; TSH; Hep B Surface Ab, Qual; Prostate-Specific Ag-males; HIV Ab/p24-optional for employee; Ag with Reflex; HCV Antibody; Cardiovascular Report; CA-125 (Ovarian Cancer Marker)-females; Venipuncture is included in cost.
4. Stress test (Treadmill) considering the following: Patient's age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, Measuring the following: resting duration, exercise duration, peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and provider interpretation with summary of patient's results.
5. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, Specific Gravity, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood.
6. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.

EXHIBIT A

Scope of Services for *Fire Department Pre-employment, Return to Work Physicals, Respirator Use Evaluations*

- Shall provide medical screening, evaluation, and management of medical services as outlined below.
- Shall conduct pre-employment physicals for prospective firefighters, DOT Medical Exam and Commercial Motor Vehicle Certification, and physicals for other new-hire County employees. The physicals shall consist of testing as indicated on exhibits attached Scope of Services. For all physicals, the vendor shall submit a written report of findings by certified mail to the employee's mailing address.
- Shall have a working knowledge of the medical requirements for firefighters as contained in NFPA Standard 1582: STANDARD ON COMPREHENSIVE OCCUPATIONAL MEDICAL PROGRAM FOR FIRE DEPARTMENTS in order to assess firefighter fitness for duty.
- Shall have a working knowledge of the Federal Motor Carrier Safety Administration Department of Transportation medical and recordkeeping requirements for DOT Medical Exams and Commercial Motor Vehicle Certification.
- The physician shall report to the County the employee's ability to complete assigned work or limitations using physician-provided forms, or, in the case of a DOT Medical Exam, a Medical Examiner's Certificate
- For pre-employment physicals, the vendor may be required to provide certification of pre-existing conditions relating to tuberculosis, heart disease, or hypertension.
- Perform respirator medical evaluations for employees required to wear respirators. The evaluation shall conform – at a minimum – to the applicable OSHA standard.
- Urine/drug screening shall comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, National Institute of Drug Abuse Compliance Standards, or other standards as approved by the County, and test for the substances and levels listed in the attached Seminole County Fire Department Drug Testing Schedule.
- Vendor shall provide Human Resources a complete copy of all test forms, test results, and other documentation related to the physical in a sealed envelope, thumb drive or secured electronic communication.
- The pre employment exam will be in a location not to exceed 30 miles from the Fire Department Headquarters located at 150 Eslinger Sanford, FL 32773.
- Vendor is responsible for all additional costs not included on the pricing schedule.
- Internet access will be provided if at a remote County site, however, if additional Wi-Fi is needed this cost will need to be included on the price schedule.
- Medical Examination Plan "E" Commercial Motor Vehicle Driver
 - Federal Motor Carrier Safety Administration Department of Transportation (DOT) physical examination including all components required to complete a Medical Examiner's Certificate.

EXHIBIT A

A physical examination for new employees hired for services in the Fire Department. The physical shall include obtaining and retaining on file the following information per NFPA 1582:

1. The physical shall include all testing and/or services listed on the pricing sheet.
2. Physical exams include head, eyes with fundoscope, ears, nose, throat, neck, heart, chest, lungs, abdomen, extremities and back.
3. CBC With Differential/Platelet; Comp. Metabolic Panel (14); Lipid Panel With LDL/HDL Ratio; Heavy Metals Profile I, Blood; QuantiFERON-TB Gold Plus; Hemoglobin A1c; Testosterone-males; TSH; Hep B Surface Ab, Qual; Prostate-Specific Ag-males; HIV Ab/p24-optional for employee; Ag with Reflex; HCV Antibody; Cardiovascular Report; CA-125 (Ovarian Cancer Marker)-females; Venipuncture is included in cost.
4. Stress test (Treadmill) considering the following: Patient's age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, Measuring the following: resting duration, exercise duration, peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and provider interpretation with summary of patient's results.
5. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, Specific Gravity, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.
6. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.
7. Shall document such visible tattoos by written description and/or photographic record sufficient to identify their location and general appearance. This documentation is collected solely for administrative review to determine compliance with the department's Grooming and Appearance Standards. The documentation of tattoos is not a medical evaluation, diagnosis, or determination of fitness for duty, and the physician shall not assess, interpret, or render an opinion regarding policy compliance or content of any tattoo.

EXHIBIT A
SUBSTANCE ABUSE TESTING

Initial Test Analyte	<u>Initial Test Cutoff Concentration</u>	<u>Confirmatory Test Analyte</u>	<u>Confirmatory Test Cutoff Concentration</u>
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
<u>Opiate Metabolites</u>			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines³			
AMP/MAMP ⁴	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶			
	500 ng/mL	MDMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**S
H
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P** TO



**V
E
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D
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R**

**SUBMIT ALL INVOICES TO:
 AP@seminoleclerk.org
 Seminole Count Clerk & Comptroller
 POST OFFICE BOX 8080
 SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665
 7656**

ORDER INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00
---------------------------------------------------------------------------------------------------	--	---------------------	--------------

PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

TERMS AND CONDITIONS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Life Extension Clinics, Inc.

Line Item	Description	Unit of Measure	Unit Cost
Annual Physical			
Service			
1	Comprehensive Hands On Physical	Per Person	\$1,080.00
2	Total Price Hazardous Materials Physical Examination	Per Person	\$1,325.00
3	Patient Accessible EMR System (if additional cost)	Each	\$0.00
Items Included in Comprehensive Hands on Physical			
4	QuantiFeron Gold TB Blood Test	Each	\$0.00
5	Medical & Occupational/Environmental Questionnaire	Each	\$0.00
6	Comprehensive Hands-On Physical Exam	Each	\$0.00
7	Vital Signs: Height, Body Weight & Composition, Blood Pressure, Pulse	Each	\$0.00
8	Behavioral Health Evaluation - Epworth Sleep, PCL-5, PHQ-9	Each	\$0.00
9	Urinalysis	Each	\$0.00
10	Audiogram	Each	\$0.00
11	Titmus Occupational Vision Exam	Each	\$0.00
12	Breast Exam with Self-Exam education	Each	\$0.00
13	Personal Consultation with review of testing results	Each	\$0.00
14	Comprehensive Blood Chemistry/Labs	Each	\$0.00
15	Echocardiogram (Heart Ultrasound)	Each	\$0.00
16	Carotid Arteries Ultrasound	Each	\$0.00
17	Aorta and Aortic Valve Ultrasounds	Each	\$0.00
18	Liver Ultrasound	Each	\$0.00
19	Gall Bladder Ultrasound	Each	\$0.00
20	Kidneys Ultrasound	Each	\$0.00
21	Spleen Ultrasound	Each	(\$1.00)
22	Bladder Ultrasound	Each	\$0.00
23	Thyroid Ultrasound	Each	\$0.00
24	Men: Prostate and Testicular Ultrasounds	Each	\$0.00
25	Women: Ovaries and Uterus Ultrasounds	Each	\$0.00
26	Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Each	\$0.00
27	EKG, 12 Lead	Each	\$0.00
28	Spirometry, PFT with OSHA Respirator Medical Clearance	Each	\$0.00
29	Fitness tests for muscular strength & endurance	Each	\$0.00
30	VO2 Max Calc for Aerobic Capacity	Each	\$0.00

EXHIBIT C

31	Personal Fitness Rx	Each	\$0.00
32	Drug Screen, I CUP - 7 Panel - Attachment D	Each	\$0.00
Hazardous Materials Physical Examination			
33	GGT	Each	\$0.00
34	Thyroid Screen (T3, T4, T7)	Each	\$0.00
35	Reticulocyte Count	Each	\$0.00
36	Free Erythrocyte Protoporphyrin	Each	\$0.00
37	Cholinesterase Serum and Plasma	Each	\$0.00
38	Alanine Aminotransferase (ALAT)	Each	\$0.00
39	Aspartate Aminotransferase	Each	(\$2.00)
Optional Test Available			
40	Medical Review Officer (MRO) as indicated/secondary review	Each	\$145.00
41	Chest X-Ray, 2 view with radiologist review (included)	Each	\$90.00
42	HIV Test, Gen 4	Each	\$30.00
43	Phlebotomist (Blood Draw) Fee	Each	\$32.00
44	Rectal Exam to Include Hemocult Stool Test for Colon Cancer Screening	Each	\$0.00
Pre-Employment and Return to Work			
Service			
45	Total Price for Comprehensive Hands On Physical	Per Person	\$0.00
46	Patient Accessible EMR System (if additional cost)	Each	\$0.00
Items Included in Comprehensive Hands On Physical			
47	QuantiFeron Gold TB Blood Test	Each	\$0.00
48	Medical & Occupational/Environmental Questionnaire	Each	\$0.00
49	Comprehensive Hands-On Physical Exam	Each	\$0.00
50	Vital Signs: Height, Body Weight & Composition, Blood Pressure, Pulse	Each	(\$2.00)
51	Behavioral Health Evaluation - Epworth Sleep, PCL-5, PHQ-9	Each	\$0.00
52	Urinalysis	Each	\$0.00
53	Audiogram	Each	\$0.00
54	Titmus Occupational Vision Exam	Each	\$0.00
55	Breast Exam with Self-Exam education	Each	\$0.00
56	Personal Consultation with review of testing results	Each	\$0.00
57	Comprehensive Blood Chemistry/Labs	Each	\$0.00
58	Echocardiogram (Heart Ultrasound)	Each	\$0.00
59	Carotid Arteries Ultrasound	Each	\$0.00
60	Aorta and Aortic Valve Ultrasounds	Each	\$0.00
61	Liver Ultrasound	Each	\$0.00
62	Gall Bladder Ultrasound	Each	\$0.00
63	Kidneys Ultrasound	Each	\$0.00

EXHIBIT C

64	Spleen Ultrasound	Each	\$0.00
65	Bladder Ultrasound	Each	\$0.00
66	Thyroid Ultrasound	Each	\$0.00
67	Men: Prostate and Testicular Ultrasounds	Each	\$0.00
68	Women: Ovaries and Uterus Ultrasounds	Each	\$0.00
69	Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Each	\$0.00
70	EKG, 12 Lead	Each	\$0.00
71	Spirometry, PFT with OSHA Respirator Medical Clearance	Each	\$0.00
72	Fitness tests for muscular strength & endurance	Each	\$0.00
73	VO2 Max Calc for Aerobic Capacity	Each	\$0.00
74	Personal Fitness Rx	Each	\$0.00
75	Drug Screen, I CUP - 7 Panel - Attachment D	Each	\$0.00
Optional Test Available			
76	Medical Review Officer (MRO) as indicated/secondary review	Each	\$145.00
77	Chest X-Ray, 2 view with radiologist review (included)	Each	\$97.00
78	HIV Test, Gen 4	Each	\$0.00
79	Phlebotomist (Blood Draw) Fee	Each	\$0.00
80	Rectal Exam to Include Hemocult Stool Test for Colon Cancer Screening	Each	\$0.00
Additional Services			
81	Fit for Duty/Return to Work - Simple (Up to 15 Minutes)	Each	\$0.00
82	Fit for Duty/Return to Work - Moderate (15-45 Minutes)	Each	\$0.00
83	Fit for Duty/Return to Work - Complex (45 + Minutes)	Each	(\$1.00)
Ala Carte Service			
84	PFT/Spirometry	Each	\$0.00
85	Titmus	Each	\$0.00
86	U/A Dip	Each	\$0.00
87	TB/PPD	Each	\$0.00
88	Comprehensive Metabolic Panel (CMET) - Including (Glucose, Sodium, Chloride, Potassium, BUN, Creatinine, Calcium, Alkaline Phosphatase, Total Protein, Albumin, Globulin, AVG Ratio)	Each	\$0.00
89	Uric Acid	Each	\$0.00
90	Inorganic Phosphorus	Each	\$0.00
91	SGOT	Each	\$0.00
92	SGPT	Each	\$0.00
93	LDH	Each	\$0.00
94	Thyroxin (T4)	Each	\$0.00
95	Lipid - Including (Cholesterol, Triglycerides, HDL Cholesterol, LDL Cholesterol, VLDL Cholesterol, Total Cholesterol)	Each	\$0.00
96	CBC (HEMGPD) - Hemogram	Each	\$0.00

EXHIBIT C

97	Hepatitis B Screening	Each	\$0.00
98	Hep B Titer (HBSAB) and Hep B Titer (HBSAG)	Each	\$0.00
99	Hepatitis C Screen (HEPCG)	Each	\$109.00
100	MMR Titers - Measels	Each	\$109.00
101	MMR Titers - Mumps	Each	\$0.00
102	MMR Titers - Rubella	Each	\$0.00
103	Rubeola	Each	\$0.00
104	Stress Test - Treadmill - including Resting EKG	Each	\$0.00
105	Urine/Drug Screen	Each	\$0.00
106	PSA	Each	(\$2.00)
107	Audiometry	Each	\$0.00
108	Ultrasound Imaging - Including (Echocardiogram, Carotid Arteries, Aorta and Aortic Valve, Liver, Pancreas, Gall Bladder, Kidneys and Spleen)	Each	\$0.00
109	Testosterone Levels	Each	\$0.00
110	CA-125 Ovarian Cancer Markers	Each	\$0.00
111	DOT Physical	Each	\$0.00
112	U/A Dip	Each	\$0.00

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5187-26 FIRE DEPARTMENT PHYSICIAN SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Each Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Professional Liability:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

E. Cyber Liability & Technology E&O:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

~~ End Exhibit D~~

EXHIBIT E

Agreement Name: Fire Dept Physician Services

Agreement Number: RFP-5187-26

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5187-26 are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this Wednesday day of 6, 2026.

Life Extension Clincis, Inc.

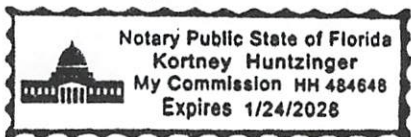
Consultant Name

By: _____
Print/Type Name: Chief Todd LeDuc, Ret.
Title: CEO

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this 06 day of May, 2026, by Todd LeDuc, CEO (Full Name of Affiant).



Kortney Huntzinger
Print/Type Name Kortney Huntzinger
Notary Public in and for the County
and State Aforementioned
My commission expires: 1/24/2028

EXHIBIT F

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Chief Todd LeDuc, Ret.

Title: CEO

Signature:

Todd LeDuc

Date:02/25/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP# 5187-26/RH Fire Department Physican Services

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Life Extension Clinics, Inc. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Todd LeDuc

2/25/2026

Signature

Date

Chief Todd LeDuc, Ret. CEO

Print Name, Title

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of Feb., 2026, by Todd LeDuc, as CEO, on behalf of the Nongovernmental Entity. They are personally known to me or have produced as identification.

J. L. Connelly
Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: 04/30/2027

(Affix Notary Stamp or Seal)



AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Life Extension Clinics, Inc.

Signature: Todd LeDuc

Printed Name: Chief Todd LeDuc, Ret.

Title: CEO

Date: 2/27/2026

Affix Corporate Seal (if applicable)

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 27th day of Feb., 2026, by Todd LeDuc.

(name of person making statement)



J. L. Connelly
Signature of Notary Public
Jennifer L. Connelly
Print/Type/Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____