

Life Extension Clinics, Inc.
EMPLOYMENT HEALTH SERVICES AGREEMENT

THIS AGREEMENT, effective the 1st of **January 2021**, by and between **Life Extension Clinics, Inc.** (referred to as "LifeScan" or "Provider") and **City of Clearwater** (hereinafter referred to as "City" or "Client").

WHEREAS, the City selected Provider based on Request for Proposals #51-20, attached hereto as Exhibit A, and responses to RFP #51-20, attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. **Scope of Services.** Provider shall perform the services set forth in Exhibit A, Request for Proposals #51-20, Employment Related Health Care Services, specifically for Fire and Police Pre-Employment Physicals, Annual Physicals, and Fitness Evaluations.
2. **Term.** This Agreement shall be for a term one (1) year commencing on the 1st day of January 2021 and shall renew for two (2) additional one (1) year terms in accordance with Exhibit A, RFP #51-20, Milestones.
3. **Changes.** Any changes to this Agreement shall be made by mutual written consent of both Parties.
4. **Compensation.** Total compensation for all services shall not exceed \$285,000 annually unless specifically authorized by the City Council. Client shall pay the Provider in accordance with the fees set forth in Exhibit B, Tab 3. Client shall pay each respective invoice in accordance with the Florida Prompt Payment Act.
5. **Termination.** This Agreement may be terminated in accordance with Exhibit A, RFP #51-20, Terms and Conditions.
6. **Insurance and Indemnification.** Provider shall maintain, at its sole cost and expense, professional liability insurance with an insurer satisfactory to Client, per the requirements set forth in Exhibit A, RFP #51-20, Insurance Requirements. The Provider shall indemnify, defend and hold Client harmless from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) based upon, arising out of attributable to any acts or omissions arising from the Provider's performance hereunder.
7. **Licensure/Compliance.** Provider warrants and represents that it is licensed to perform the services provided under this Agreement and shall maintain all such licenses for the duration of the Agreement. In addition, Provider represents that the services provided hereunder are in compliance with any and all applicable federal and state statutes, laws and/or regulations.
8. **Assignment.** This Agreement shall not be assigned by Provider without the prior written consent of Client.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of Florida.
10. **Independent Contractors.** For all purposes hereunder, the relationship between Client and Provider is solely that of independent contractors and this Agreement does not create a partnership joint venture or other association between any of the Providers and Client. The employees and agents of Provider shall be considered to be under the exclusive management and control of Provider.
11. **Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

To Provider: Life Extension Clinics, Inc.
d/b/a LifeScan Wellness
Centers 1011 No. MacDill Ave
Tampa FL 33607
Attn: Patricia Johnson, CEO

To Client: City of Clearwater
Municipal Services Building
PO Box 4748
Clearwater FL 33758
Attn: Jill Paul

12. **HIPAA Requirements.** The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements. The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, each Party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Each Party agrees also to comply with any state law and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.
13. **Warranty of Non-Exclusion.** Each party represents and warrants to the other that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs"). (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give the other party the right to terminate this Agreement immediately.
14. **RFP Terms and Conditions.** All standard terms and conditions set forth in RFP #51-20, Terms and Conditions, are incorporated by reference and included as part of Exhibit A.
15. **Order of Precedence.** Any inconsistency in documents relating to this Agreement shall be resolved by giving precedence in the following order: (i) this Agreement, including any amendments; (ii) Provider's response to RFP #51-20; and (iii) Request for Proposals #51-20, Employment Related Health Care Services.

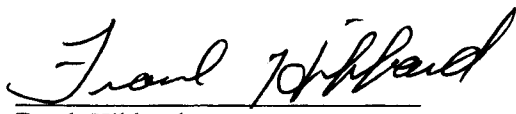
IN WITNESS WHEREOF, the Parties have set their hands the date and year first written above.

Provider:

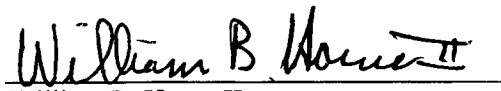

Patricia Johnson, CEO

Life Extension Clinics, Inc.
Dba Life Scan Wellness Centers
1011 N MacDill Ave
Tampa FL 33607


Countersigned:


Frank Hibbard
Mayor

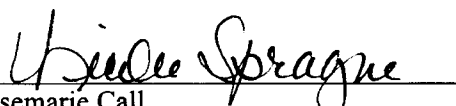
CITY OF CLEARWATER


William B. Horne II
City Manager

Approved as to form:


Owen Kohler
Assistant City Attorney

Attest:


For: Rosemarie Call
City Clerk
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