

CONTRACT

DINWIDDIE COUNTY
ON-SITE PHYSICALS FOR PUBLIC SAFETY STAFF

The Agreement is made this 8th day of April 2019, by and between **Life Extension Clinics, Inc. dba Life Scan Wellness Centers**, of 1011 North MacDill Ave, Tampa, FL 33607 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie, Virginia** (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals to provide annual on-site physicals for Public Safety Staff; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as the best having the best proposal; and

WHEREAS, County has selected Contractor to provide annual on-site physicals for Public Safety Staff, according to the specifications in the Request for Proposals;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals # 19-022219 including any addenda and (3) Contractor's proposal dated March 8, 2019. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to provide on-site physicals in October of each year.
3. **Term of Contract.** The term of this contract shall be for one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for up to three (3) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors.
4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the unit prices as shown in the attached fee schedule. Price increases, if any, shall be in accordance with the original contract and shall not exceed 5% per year. **At no time shall the cumulative cost of the Contract exceed Fifty Thousand and no/100 dollars (\$50,000).**

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

5. **Additional Users/Cooperative Procurement.** If authorized by the Contractor, this contract may be extended to any jurisdiction/public body within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor's responsibility to notify the jurisdiction/public bodies of the availability of contract.
6. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u> W. Kevin Massengill County Administrator P. O. Drawer 70 Dinwiddie, Virginia 23841 (804) 469-4500 accounting@dinwiddieva.us	<u>Notice to Contractor shall be made to:</u> Patricia Johnson Life Extension Clinics, Inc. dba Life Scan Wellness Centers 1011 North MacDill Ave Tampa, FL 33607 (813) 876-0625 patricia.johnson@lifescanwellness.com
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7. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals.
8. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
9. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
10. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

By:



W. Kevin Massengill
County Administrator

Life Extension Clinics, Inc.
dba LifeScan Wellness Centers

By:



Title:

CEO

Approved as to form:



Tyler Southall, County Attorney

Department Approval:



Dennis Hale, Chief of Fire & EMS

Life Scan Wellness Centers 2019 Dinwiddie County Request for Proposals- RPF-19-022219 LIFE SCAN FIREFIGHTER PHYSICALS:	Year 1	Year 2
<i>Physical Exam (NFPA 1582 compliant)</i>		
Medical & Occupational/Environmental Questionnaire	included	included
Hands on Physical Exam	included	included
Sleep Disturbance and Mental Health Questionnaire	included	included
Back Health Assessment	included	included
Breast Exam	included	included
Vision Exam (Titmus): Ishihara, color, binocular, and depth perception	included	included
Audiology	included	included
Skin Cancer Assessment	included	included
Behavioral Health Screening	included	included
Personal Consultation with review of testing results	included	included
<i>Cardiopulmonary Assessment</i>		
Resting EKG	included	included
Treadmill Stress Test with EKG (Bruce Protocol)	included	included
Pulmonary Function Test	included	included
<i>Cancer, Heart, Vascular and Disease Screenings</i>		
Echocardiogram (Heart) Ultrasound	included	included
Aorta Ultrasound	included	included
Carotid Arteries Ultrasound with CIMT Calculation	included	included
Thyroid Ultrasound	included	included
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	included	included
Bladder Ultrasound	included	included
Pelvic Ultrasound for Women (external)	included	included
Prostate and Testicular Ultrasounds for Men	included	included
<i>Blood Analysis and Laboratory Tests</i>		
Colon Cancer Screening (Hemoccult)	included	included
Urinalysis, Dip	included	included
Lipid Panel (Cholesterol, Ratio, and Triglycerides)	included	included
Diabetes Tests (Hemoglobin A1C and Blood Glucose)	included	included
CBC with Differential	included	included
Comprehensive Metabolic Panel (Renal and Liver Functions)	included	included
Thyroid Panel	included	included
PSA (men)	included	included
CA-125 (women)	included	included
Testosterone	included	included
<i>Fitness Evaluation (NFPA 1583 ~WFI Guidelines)</i>		
Muscular Strength and Endurance Evaluation	included	included
Aerobic Endurance Evaluation (VO2 Max Calc)	included	included
Flexibility Evaluation (Sit and Reach)	included	included
Nutrition and Diet Recommendations	included	included
Personal Fitness Recommendations	included	included
Body Weight and Composition	included	included
<i>Medical Clearances</i>		

OSHA Respirator Medical Clearance if required	included	included
Firefighter Medical Clearance NFPA 1582 if required	included	included
Per Person Physical	\$510.00	\$550.00

Life Scan Wellness Centers 2019 Dinwiddie County Request for Proposals- RPF-19-022219	Year 1	Year 2
Additional Line Item Tests Available		
Chest X-Ray with Radiologist review	\$68.00	\$72.00
Lumbar X-Ray with Radiologist review	\$75.00	\$79.00
Urine Drug Screen, 10 Panel, I-Cup in office	\$47.00	\$50.00
Drug Rescreen with confirmation	\$55.00	\$58.00
Medical Review Officer (MRO) as Indicated/Secondary Review	\$110.00	\$115.00
QuantiFERON Gold TB Blood Test	\$77.00	\$81.00
PPD Skin Test	\$22.00	\$23.00
HIV Screening Test	\$37.00	\$39.00
Hepatitis A Screening Test	\$63.00	\$66.00
Hepatitis B Screening Test	\$65.00	\$66.00
Hepatitis C Screening	\$63.00	\$66.00
Hepatitis A Titer	\$39.00	\$40.00
Hepatitis B Titer	\$39.00	\$40.00
Hepatitis A Vaccine: multi shot series and cannot be performed during annual physical		
Hepatitis B Vaccine: multi shot series and cannot be performed during annual physical		
TD Titer	\$30.00	\$31.00
Tdap Vaccine	\$80.00	\$84.00
MMR Titer	\$80.00	\$84.00
MMR	\$80.00	\$84.00
Polio Titer	\$30.00	\$31.00
Polio Vaccine Booster	\$60.00	\$63.00
Varicella Titer	\$20.00	\$21.00
Varicella Vaccine	\$120.00	\$126.00
Testosterone Blood Test	\$21.00	\$22.00
OSHA Respirator Mask Fit Testing	\$45.00	\$47.00
Heavy Metals (Hazmat)	\$80.00	\$84.00
Cholinestrase (Hazmat)	\$80.00	\$84.00

Annual increase for all services for renewal years 3 and 4 not to exceed 5%.