



# THE CITY OF SANTA FE

## MEMORANDUM

**DATE:** December 28, 2023

**TO:** John Blair, City Manager

**VIA:** GERALYN Cardenas, Interim City Clerk  
Emily Oster, Finance Department Director  
Travis Leyda-Dutton, Procurement Officer

**FROM:** Brian Moya, Fire Chief  
Sten Johnson, Assistant Fire Chief

### ITEM AND ISSUE:

Request for the approval of a one-year agreement with Life Extensions, Inc.

Brian Moya, Fire Chief, [bjmoya@santafenm.gov](mailto:bjmoya@santafenm.gov), (505)955-3111; Sten Johnson, Assistant Fire Chief; [sajohnson@santafenm.gov](mailto:sajohnson@santafenm.gov), (505)955-3121.

### BACKGROUND AND SUMMARY:

Our profession is at significantly higher risk for contracting cancer and cardiovascular disease. Offering annual physicals is a proactive approach toward keeping our members healthy. It has been shown that early detection of disease is key to successful treatment and survival. We have seen this first-hand among our own members.

This contract will provide all our members with the opportunity to participate in the required annual physical. We would like to enter into a one-year contract with a cost of \$143,377.94.

### PROCUREMENT METHOD:

Procurement under Existing Contracts: Agreement for Health Screenings for San Juan County Fire Department Personnel, # 19-20-28.

### CONTRACT NUMBER:

The FY24 Munis Contract Number is:

### FUNDING SOURCE:

The funding source is:

FUND NAME / NUMBER:

MUNIS ORG NAME / NUMBER:

MUNIS OBJECT NAME / NUMBER:

Fire Administration / Fund 100

Fire Administration / 1002001

Professional Contracts / 510300

Att  
AH

### ACTION REQUESTED:

The Santa Fe Fire Department respectfully requests your review and approval.

# CITY OF SANTA FE PROCUREMENT CHECKLIST



**Contractor Name:** Life Extension, Inc.

**Procurement/contract Title:** Firefighter Annual Physicals

**Procurement Method:** ☐ Sole Source ☒ State Price Agreement/Existing ☐ Cooperative

☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☐ Other: \_\_\_\_\_

**Requesting Department:** Fire

**Staff Name:** Sten Johnson, Assistant Chief

## Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

| YES                                 | N/A                                 |   | YES                                 | N/A                                 |   |
|-------------------------------------|-------------------------------------|---|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Written Determination (srvs)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quote(s) (3 Valid & Current for Over 20k) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP (include ECR)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR                                       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB (include bid tab)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR                                       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance (srvs)           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased) |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)      |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contract (only on contracts)   |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Business Registration (always)  |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)  |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)   |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report (RFPs only)   |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email   |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | >20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)  |                                     |                                     |   |

Sten Johnson  
Department Point of Contact

Asst. Chief  
Title 11/29/2023  
Date

Brian Moya  
Department Director

11/29/2023  
Date

Travis Leyda  
Chief Procurement Officer

Jan 5, 2024  
Date

\_\_\_\_\_  
ITT Representative

\_\_\_\_\_  
Title \_\_\_\_\_  
Date



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: \_\_\_\_\_ Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: Life Extensions, Inc.

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Firefighter Annual Physicals

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: January 1, 2024 Term End Date: December 31, 2024 Total Contract Amount: \$143,377.94

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease:

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

### 3. Procurement History: \_\_\_\_\_

Purchasing Officer Review: \_\_\_\_\_

Jan 5, 2024

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Contract based on San Juan Fire Department RFP number 19-20-28 using NMSA 1978, Section 13-1-129.

### 4. Funding Source: \_\_\_\_\_

Org / Object: 1002001.510300

Andy Hopkins (Jan 3, 2024 12:18 MST)

Jan 3, 2024

Budget Officer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Contact who Completed This Form: \_\_\_\_\_ Phone #: \_\_\_\_\_

To be recorded by City Clerk: \_\_\_\_\_ Email: \_\_\_\_\_

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

ITT Representative (attesting that all information is reviewed)

Title

Date

Item #: 24-0021  
Munis Contract #: \_\_\_\_\_  
SWPA/GSA/Coop/RFP/ITB#: \_\_\_\_\_

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Life Extension Clinics, Inc dba Life Scan Wellness Centers**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129 and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

**NOW THEREFORE**, the parties hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

- A. Health screenings for the City of Santa Fe Fire Department Personnel at locations designated and provided by the City of Santa Fe Fire Department as described in Exhibit "A"
- B. All medical records maintained and generated in connection with the health screening shall be kept secure and confidential and adhere to all HIPAA policies and requirements. Contractor agrees to execute a Business Associate Agreement as required by HIPAA.

**2. Standard of Performance; Licenses**

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to the City of Santa Fe Fire Department Annual Physicals for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.



B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

### **3. Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of seven hundred thirty-two dollars (\$732.00) per Physical or as indicated on the service described in EXHIBIT "A", such compensation not to exceed AMOUNT one hundred thirty-one thousand seven hundred sixty dollars (\$131,760.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling eleven thousand six hundred seventeen dollars and ninety-four cents, (\$11,617.94) be paid by the City to the Contractor. **The total amount payable to the Contractor under this this Contract, including gross receipts tax and expenses, shall not exceed one hundred forty-three thousand three hundred seventy-seven dollars and ninety-four cents (\$143,377.94). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month

until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

#### 4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **one (1) year from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

#### 5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

#### 6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

**9. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.



B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### **14. Amendment**

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### **15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

#### **16. Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by San Juan County Fire Department, San Juan County, New Mexico, RFP No. 19-20-28. Agreement for Health Screenings for San Juan County Fire Department Personnel and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.



#### **17. Penalties for violation of law**

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

#### **18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

#### **20. Workers Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

#### **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

#### **22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

### **24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

### **25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

### **26. Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

### **27. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a

party of any of its rights shall be effective to waive any other rights.

## **28. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:  
City of Santa Fe Fire Department  
Attn: Sten Johnson, Asst. Chief  
PO Box 909  
Santa Fe, NM 87504

To the Contractor:  
Life Extension Clinics, Inc. dba Life Scan Wellness Centers  
Attn: Patricia Johnson  
1011 North MacDill Avenue  
Tampa, FL 33607

## **29. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

## **30. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

## **31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

## **32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

### **33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.



IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

John Blair

John Blair (Jan 16, 2024 14:25 MST)

JOHN BLAIR, CITY MANAGER

DATE: Jan 16, 2024

Patricia Johnson

PATRICIA JOHNSON, CEO

DATE: Dec 15, 2023

CRS#: \_\_\_\_\_

Registration #: \_\_\_\_\_

ATTEST:

Geralyn Cardenas

Geralyn Cardenas (Jan 29, 2024 10:52 MST)

CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Juan E. Cruz Garcia

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Jan 14, 2024 08:38 MST)

EMILY OSTER, FINANCE DIRECTOR

1002001.510300

Org. Name/Org#:

## EXHIBIT A

|  |             |
|--|-------------|
| <b>LIFE SCAN WELLNESS CENTERS PRICING based on San Juan County, NM</b><br><b>Contract Pricing Schedule 2023</b><br>Department: City of Santa Fe Fire Department<br>City: Santa Fe State: NM<br>Contact: Assistant Chief Sten A. Johnson<br>Date: September 26, 2023 Number of Physicals: TBD |             |
|  | <b>COST</b> |
| <i>Public Safety Physical Exam (NFPA 1582 compliant)</i>   |             |
| Medical & Occupational/Environmental Questionnaire   | Included    |
| Comprehensive Hands-On Physical Exam   | Included    |
| Vital Signs: Height, Weight, Blood Pressure, Pulse   | Included    |
| Sleep Disorder Evaluation, Epworth Sleep Scale   | Included    |
| Back Health Evaluation   | Included    |
| Urinalysis   | Included    |
| Audiogram  | Included    |
| Titmus Occupational Vision with Peripheral, Depth Perception, and Color  | Included    |
| Breast Exam with Self-Exam education   | Included    |
| Personal Consultation with review of testing results   | Included    |
| <i>Laboratory Tests:</i>   |             |
| Comprehensive Metabolic Panel, Blood Chemistry   | Included    |
| Complete Blood Count, Hematology Panel   | Included    |
| Hemoccult Stool Test for Colon Cancer Screening  | Included    |
| Total Lipid Panel  | Included    |
| Thyroid Test TSH   | Included    |
| Glucose  | Included    |
| Hemoglobin A1C   | Included    |
| Men: PSA (Prostate cancer marker) and Testosterone , Women CA-125(Ovarian Cancer marker)   | Included    |
| <i>Ultrasound Screenings (Early Detection of Heart Disease and Cancer):</i>  |             |
| Echocardiogram (Heart Ultrasound)  | Included    |
| Carotid Arteries Ultrasound  | Included    |
| Aorta and Aortic Valve Ultrasounds   | Included    |
| Liver Ultrasound   | Included    |
| Gall Bladder Ultrasound  | Included    |
| Kidneys Ultrasound   | Included    |
| Spleen Ultrasound  | Included    |
| Bladder Ultrasound   | Included    |
| Thyroid Ultrasound   | Included    |
| Men: Prostate and Testicular Ultrasounds   | Included    |
| Women: Ovaries and Uterus Ultrasounds  | Included    |
| <i>Cardiopulmonary Testing</i>   |             |
| Cardiac Stress Test (Treadmill with 12 lead, sub-maximal, Bruce Protocol)  | Included    |
| EKG, 12 Lead   | Included    |
| Spirometry, PFT Lung Capacity with OSHA Respirator Medical Clearance   | Included    |
| <i>Fitness Evaluations per NFPA 1583~IAFF/IAFC Wellness Fitness Initiative:</i>  |             |
| Fitness tests for muscular strength & endurance  | Included    |

|  |                 |
|--|-----------------|
| Sit and Reach, Planking, Grip Strength, Sit Up Test, Wall Sit, Flexibility | Included        |
| VO2 Max Calc for Aerobic Capacity  | Included        |
| Personal Fitness, Nutrition, and Diet Recommendations                      | Included        |
| OSHA Respirator Medical Clearance  | Included        |
| Firefighter Medical Clearance NFPA 1582 as needed                          | Included        |
| <b>LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM BASIC COST Each</b>               |                 |
|  |                 |
| <b>2023 Total Life Scan Wellness Center Cost per physical</b>              | <b>\$610.00</b> |

| Listed below are the Optional Services that meet current NFPA 1582 and 1583. Cost will be per each for optional services | Line-Item COST |
|--|----------------|
| <b>OPTIONAL TESTS AVAILABLE</b>  |                |
| QuantiFeron Gold TB Blood Test   | \$72.00        |
| DOT Physical (not on SJC contract)   | \$50.00        |
| Chest X-Ray, 2 view with radiologist review ( included)  | \$81.00        |
| Lumbar X-Ray, 2 view with radiologist review   | \$81.00        |
| Urine Drug Screen, I CUP   | \$40.00        |
| Drug Rescreen with confirmation  | \$60.00        |
| Medical Review Officer (MRO) as indicated/secondary review   | \$118.00       |
| QuantiFeron Gold TB Blood Test   | \$72.00        |
| PPD TB Skin Test   | \$24.00        |
| Hepatitis A, B or C screening Test 9-each  | \$60.00        |
| Hep B Titers as needed   | \$38.00        |
| HIV Test, Gen 4  | \$23.00        |
| OSHA Respirator Mask Fit Testing (PortaCount)  | \$43.00        |
| Heavy Metals HazMat  | \$82.00        |
| Cholinesterase, HazMat   | \$82.00        |
| On-Site Phlebotomist (Blood Draw) Fee per person   | \$26.00        |
|  |                |

Minimum 45 appointments: Pricing subject to annual increase. Pricing is based on 9 patients per day, 45 per week. All scheduled appointments will be billed.

**ANNOUNCING EFFECTIVE JANUARY 2024: LifeScan NFPA Proprietary EMR System and Data Management System** Proprietary EMR and Data Storage, Enhanced Data Dashboards, Administrative Management, Patient and Client Portals: \$25.00 per patient chart.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |
|--|---|
| <b>PRODUCER</b><br>Sihle Insurance Group Inc.<br>1021 Douglas Ave.<br>Altamonte Springs FL 32714                           | <b>CONTACT</b><br>NAME: Certificate Department<br>PHONE: 407-869-5490<br>FAX: 407-389-3580<br>E-MAIL: Certificates@sihle.com<br>ADDRESS: Certificates@sihle.com   |
| <b>INSURED</b><br>Life Extension Clinics Inc.<br>dba Life Scan Wellness Centers<br>1011 N MacDill Avenue<br>Tampa FL 33607 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Hartford Underwriters Insurance Company<br>INSURER B : Cincinnati Intermediaries LLC<br>INSURER C : Obsidian Specialty Insurance Company<br>INSURER D :<br>INSURER E :<br>INSURER F : |
| LIFEEXT-01   | NAIC #<br>30104<br>16871  |

**COVERAGES**

CERTIFICATE NUMBER: 147588835

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER                   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 21SBMBA9FTH                     | 11/10/2023              | 11/10/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                | Y         | N        | HNO 1000294-00                  | 3/2/2023                | 3/2/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | 21SBMBA9FTH                     | 11/10/2023              | 11/10/2024              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |                                 |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| C<br>A   | Cyber Liability<br>EPLI  |           |          | PLM-CB-S2YANEQNE<br>21SBMBA9FTH | 6/26/2023<br>11/10/2023 | 6/26/2024<br>11/10/2024 | Each Occurrence \$2,000,000<br>Aggregate Limit \$25,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**City of Santa Fe  
200 Morales Rd  
Santa Fe NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.





**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** Life Extension Clinics Inc  
DBA: Life Scan Wellness Centers

**Business Location:** 1011 N MacDill AVE  
Tampa, FL 33607

**Owner:** Patricia Johnson

**License Number:** 236171

**Issued Date:** December 05, 2023

**Expiration Date:** December 05, 2024

**CRS Number:** 03439271008

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

Life Extension Clinics Inc

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

## JOHNSON, STEN A.

---

**From:** DUTTON-LEYDA, TRAVIS K.  
**Sent:** Friday, July 28, 2023 4:54 PM  
**To:** VIGIL, GAIL L.; Purchasing DET  
**Cc:** FINLEY, MARIA P.; JOHNSON, STEN A.; VELARDE, VICTORIA E.; GUNTER, RAYMOND S.; LOVATO, JOANN D.; MIERA, KRISTY A.; SANCHEZ, KATHY S.; TAPIA, JIMMY P.  
**Subject:** RE: FIRE- RFP - Determination - 24-26-P

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Greetings,

The scope of work as written would be **PROFESSIONAL SERVICES**. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

1. While this scope of work has been determined to be **Professional Services**, please check with WorkQuest dba Horizons of New Mexico ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)). The scope of work must be offered to WorkQuest dba Horizons of New Mexico for their right of first refusal.
  2. Please ensure that the appropriate templates and forms are used. [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)
  3. When processing this procurement, please ensure that this number (24/26/P) and the procurement name are used in the appropriate documents and the subject of emails.
  4. Please keep this as part of the procurement file for future reference.
  5. Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- 
- ✓ Federal
  - ✓ State
    - ✓ Federal Passthrough
    - ✓ Capital Outlay
    - ✓ Other Appropriations
  - ✓ Local/General Fund
  - ✓ Other Restricted
    - ✓ Foundation
    - ✓ Donation
- 

6. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing agreement to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/>
- <https://naspo.valuepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>
- <https://www.buyboard.com/home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsaelibrary.gsa.gov/>
- <https://www.sourcewell-mn.gov/contract-search>
- <https://eprocurement.ces.org/public/bluebook.html#>

7. Send your request to the appropriate email address:

- RFP requests to [purchasing\\_rfp@santafenm.gov](mailto:purchasing_rfp@santafenm.gov)
- ITB requests to [purchasing\\_itb@santafenm.gov](mailto:purchasing_itb@santafenm.gov)
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda  
 Chief Procurement Officer  
 City of Santa Fe  
 200 Lincoln Avenue  
 Santa Fe, NM 87501  
 505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



## SCOPE OF SERVICES '19/26/P

### Scope of Services

- 1) The City of Santa Fe Fire Department (SFFD) staff performs an important and dangerous job. The nature of the work and associated stress that our personnel face, place them at a much higher risk for cardiovascular disease and cancer. Furthermore, there is a high rate of injuries in the fire service. The fire service in general and specifically the SFFD has the ability to improve these statistics by implementing regular physical examinations. A comprehensive medical examination

can have a tremendous impact on reducing firefighter line of duty deaths and/or injuries by identifying and treating the higher risk individuals and detecting cancer early with bloodwork and ultrasounds. A medical evaluation can provide a baseline for every firefighter and allows for detections of any change in the firefighter's health during his/her career.

- 2) The SFFD is seeking a Professional Services Agreement with a company that will provide comprehensive medical evaluations for our personnel. The contractor shall provide annual physical examinations with ultrasounds and blood tests for approximately 170 City of Santa Fe employed Fire Department personnel (hereinafter referred to as "firefighter"). The annual medical evaluation shall be completed every 12 months and be compared to baseline and subsequent evaluation to identify clinically relevant changes. The annual medical physical shall be provided by the contractor through the use of a board certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician's assistant.
- 3) The physical examinations conducted by the contractor must adhere to the following standards:
  - a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
  - b) National Fire Protection Agency (NFPA) 1582 - 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
  - c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the Santa Fe Fire Department's Medical Officer.
- 4) The contractor shall be able to provide onsite services, including all services required in the agreement.
- 5) The contractor will work with the SFFD Health & Safety Officer to ensure that all requirements of the agreement are met in a timely manner. This includes the daily scheduling for annual physicals and all follow ups. Annual firefighter physicals shall be done in agreement with the SFFD duty schedule  
In order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals in February of each calendar year.
- 6) Each firefighter annual physical shall consist of the following components:
  - a) Components of the Annual Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)



- i) **Blood Testing {1582-18, 7.7.1}**- Blood tests shall be performed annually and will include the following:
- (1) CBC with differential, RBC indices and morphology and platelet count.
  - (2) Electrolytes (N, K, Cl, HCO<sub>3</sub> or CO<sub>2</sub>).
  - (3) Renal function (BUN, creatinine).
  - (4) Glucose.
  - (5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase).
  - (6) Total cholesterol, HDL, LDL and clinically useful lipid ratios (e.g., percent LDL) and triglycerides.
  - (7) Prostate specific antigen (PSA) after the age of 40 for positive family history, if African American or if otherwise clinically indicated. After the age of 50 for all other males.
  - (8) Thyroid function; TSH & free T<sub>4</sub>.
- ii) **Infectious Disease Screening and Immunizations (1582-18, 7.7.9)** The following infectious disease screenings and/or immunizations shall be provided, as indicated:
- (1) Tuberculosis (TB) screening - baseline, by either tuberculin skin testing using the tuberculin purified protein derivative (PPD) or the tuberculin blood test (interferon gamma release assay); subsequent tuberculosis screening to be performed annually or at a frequency according to CDC guidelines unless the member has a history of positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply.
  - (2) Hepatitis C virus screening & antibody test - baseline and following occupational exposure.
  - (3) Hepatitis B virus vaccinations and titers - as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1-2 months after completion of the vaccination 3 dose series.
  - (4) Tetanus/diphtheria/pertussis (Tdap) vaccine - can be given once to replace the Td booster every 10 years or the 5-year wound management Td dose.
  - (5) Measles, mumps and rubella (MMR) vaccine - in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines.
  - (6) Hepatitis A vaccine
  - (7) Varicella vaccine - offered to all non-immune personnel
  - (8) Influenza vaccine - offered to all personnel annually.
  - (9) HIV screening - available to personnel upon their request.
- iii) **Heavy Metal Evaluation (1582-18, 7.7.12)**
- (1) 7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.
  - (2) 7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures or where required under federal, state or provincial regulations.
- iv) **Urine Laboratory Testing (1582-18, 7.7.2)**- Urine lab tests required shall be performed annually and include the following:
- (1) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin.

- (2) Microscopic analysis for RBC, WBC, casts and crystals if indicated by dipstick analysis results.
- (3) Analysis for occupational chemical exposure if indicated
- v) **Audiology Testing (1582-18, 7.7.3)** Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:
  - (1) 500 Hz
  - (2) 1000 Hz
  - (3) 2000 Hz
  - (4) 3000 Hz
  - (5) 4000 Hz
  - (6) 6000 Hz
  - (7) 8000 Hz

Audiology testing shall compare audiogram results obtained during the yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA.
- vi) **Vision Testing.** Ishihara, color and depth perception.
- vii) **Electrocardiograms (ECGs) (1582-18, 7.7.6)**
  - (1) 7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually.
  - (2) 7.7.6.2 Evaluations shall compare baseline to subsequent ECGs.
- viii) **Spirometry (1582-18, 7.7.4)** Pulmonary function testing shall be conducted annually to measure the following components:
  - (1) Forced vital capacity (FVC).
  - (2) Forced expiratory volume in 1.0 seconds (FEV1).
  - (3) FVC and FEV1 ratio.
- ix) **Cancer Screenings (1582-18, 7.7.13 through 7.7.20)**

Contractor shall annually inform members of the heightened risks of cardiovascular disease and various types of cancer associated with fire fighting. In addition to medical screening, contractor shall also provide ultrasound imaging to include, at a minimum:

  - (1) Carotid arteries
  - (2) Echocardiogram (heart with function)
  - (3) Aorta and aortic valves
  - (4) Thyroid
  - (5) Internal Organs - liver, pancreas, gall bladder, kidneys and spleen
  - (6) Bladder
  - (7) Testicular and prostate - Men
  - (8) Ovaries and uterus - Women
- x) **Physical Exam and Consultation (1582-18, 7.6)** The annual physical examination shall include each of the following components:
  - (1) Vital signs
  - (2) Head, eyes, ears, nose and throat (HEENT)
  - (3) Neck

- (4) Cardiovascular
- (5) Pulmonary
- (6) Breast
- (7) GI
- (8) Genitourinary
- (9) Hernia
- (10) Lymph nodes
- (11) Neurological
- (12) Musculoskeletal
- (13) Skin (including cancer screening).
- (14) Vision

**xi) Chest Radiograph (1582-18, 7.7.5)** Chest x-rays shall include an initial baseline and shall be repeated as medically indicated. Evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

**7) Medical Record Keeping (1582-18, 4.1.13)**

The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This data base shall include any follow up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

**8) Reporting and Contractor Responsibilities (1582-18, 4.2)**

- a) The City of Santa Fe and the contractor shall maintain complete and accurate testing records on each City employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to SFFD for each employee on an annual basis. Both parties shall comply with HIPPA. The Santa Fe Fire Department shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire department. Each fire department member shall receive a copy of the information gathered during their annual physical, including interpretive data.
- b) Contractor shall understand the physiological, psychological, and environmental demands placed on fire fighters.
- c) Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.
- d) Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification.
- e) Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential job tasks.
- f) Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up

to address any medical conditions, or lab abnormalities, identified during the medical evaluation.

- g) Provide SFFD with written medical clearance for each individual to perform emergency response service in compliance with NFPA 1582-18.
- h) Provide SFFD with written respiratory protection clearance for each individual to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.
- i) Provide SFFD with a Medical Examiner's Certificate (DOT Certification) for each fire department employee in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

**From:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

**Sent:** Tuesday, July 25, 2023 5:33 PM

**To:** VIGIL, GAIL L. <glvigil@santafenm.gov>; Purchasing DET <purchasing\_det@santafenm.gov>

**Cc:** FINLEY, MARIA P. <mpfinley@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>; VELARDE, VICTORIA E. <vevelarde@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MIERA, KRISTY A. <kamiera@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; TAPIA, JIMMY P. <jptapia@santafenm.gov>

**Subject:** RE: FIRE- RFP - Determination

Greetings,

Thank you for requesting a determination. We will reply to this email between 24 and 48 hours. If you need immediate assistance, please contact Travis at (505) 629-8351.

1. If you provided your Scope of Work (SOW) as an attachment, please pull back the email and resend the SOW (to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)) in the body of the email. Please also make sure to specify the type of determination you are requesting (services, award, procurement method, etc.)
2. If your SOW is strictly for goods, you do not need a services' determination.
3. Please always include the name and given procurement/agreement number in the subject line of your emails. Example: "Determination Request For Internal Audit Services"
4. If your SOW is determined to be general and you think the best method of procurement is an RFP, submit the Authorization and Plan. See 7 to obtain the template.
5. If your request includes any IT components, send it to [ereview@santafenm.gov](mailto:ereview@santafenm.gov) to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement request for processing.
6. While you wait for the determination, [if for services] please check with Horizons by sending your SOW in the body of the email to [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org). The SOW must be offered to Horizons for their right of first refusal. Include Horizons' response in your procurement request.
7. Please ensure that the appropriate and current templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)
8. Specify the forecasted amount of expenditure. (Total forecasted Budget for the life of the resulting agreement.)
9. Figure out your funding source and communicate to Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.



- 
- ✓ Federal
  - ✓ State
    - ✓ Federal Passthrough
    - ✓ Capital Outlay
    - ✓ Other Appropriations
  - ✓ Local/General Fund
  - ✓ Other Restricted
    - ✓ Foundation
    - ✓ Donation
- 

10. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing agreement to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/>
- <https://naspovaluepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>
- <https://www.buyboard.com/home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsaelibrary.gsa.gov/>
- <https://www.sourcewell-mn.gov/contract-search>
- <https://eprocurement.ces.org/public/bluebook.html#>

11. Send your request to the appropriate email address:

- RFP requests to [purchasing\\_rfp@santafenm.gov](mailto:purchasing_rfp@santafenm.gov)
- ITB requests to [purchasing\\_itb@santafenm.gov](mailto:purchasing_itb@santafenm.gov)
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



**From:** VIGIL, GAIL L. <[glvigil@santafenm.gov](mailto:glvigil@santafenm.gov)>

**Sent:** Wednesday, July 19, 2023 1:34 PM

**To:** Purchasing RFP <[purchasing\\_rfp@santafenm.gov](mailto:purchasing_rfp@santafenm.gov)>

**Cc:** FINLEY, MARIA P. <[mpfinley@santafenm.gov](mailto:mpfinley@santafenm.gov)>; JOHNSON, STEN A. <[sajohnson@santafenm.gov](mailto:sajohnson@santafenm.gov)>; VELARDE, VICTORIA E. <[vevelarde@santafenm.gov](mailto:vevelarde@santafenm.gov)>

**Subject:** FIRE- RFP

Good afternoon,

The Fire department would like to go out to RFP. Attached is their SOW from a previous RFP requesting to add: Counseling/psychology services.

Please let me know what the process is and the timeline. This is new to myself and everyone that is cc'd.

We appreciate all your expertise and guidance in this process.

Hope you have a great day!

Gail Vigil

City of Santa Fe Library

505-955-6787

[glvigil@santafenm.gov](mailto:glvigil@santafenm.gov)

**From:** [JOHNSON, STEN A.](#)  
**To:** [JOHNSON, STEN A.](#)  
**Subject:** RE: City of Santa Fe Fire Department  
**Date:** Wednesday, September 27, 2023 5:03:25 PM

---

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>  
**Sent:** Tuesday, August 1, 2023 11:13 AM  
**To:** VIGIL, GAIL L. <glvigil@santafenm.gov>  
**Cc:** FINLEY, MARIA P. <mpfinley@santafenm.gov>; VELARDE, VICTORIA E. <velarde@santafenm.gov>; JOHNSON, STEN A. <sajohnson@santafenm.gov>  
**Subject:** Re: City of Santa Fe Fire Department

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

**Horizons of New Mexico**  
6121 Indian School Rd. NE, Suite 102  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Jul 31, 2023 at 9:41 AM VIGIL, GAIL L. <glvigil@santafenm.gov> wrote:

Good afternoon,

Per the City of Santa Fe Purchasing office, The City need to request procurement for services.  
The City of Santa Fe Fire Department (SFFD) is requesting services for:

Santa Fe Fire Department Annual Physicals. (please see attached SOW)

In order to proceed forward our first point of action is to reach out to Horizons of NM.  
Please let me know if you need further information or if you have any questions.  
You may reach out to Maria Finley at 505-955-6637 or Chief. Sten Johnson at 505-955-3110.

Thank you,

Gail Vigil  
City of Santa Fe Library  
505-955-6787  
[glvigil@santafenm.gov](mailto:glvigil@santafenm.gov)





# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
www.santafenm.gov

Alan Webber, Mayor

Councilors  
Signe I. Lindell, Mayor Pro Tem, District 1  
Renee Villarreal, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Lee Garcia, District 3  
Chris Rivera, District 3  
Jamie Cassutt, District 4  
Amanda Chavez, District 4

## MEMORANDUM

Date: September 25, 2023

To: Life Extension Clinics, Inc.

Attn: Patricia Johnson, CEO

From: Sten Johnson, Assistant Fire Chief, City of Santa Fe Fire Department

RE: San Juan County, NM / Proposal 19-20-28, Health Screening.

The City of Santa Fe is interested in entering into a contract with Life Extension Clinics, Inc. using the subject contract. Would Life Extension Clinics, Inc. be willing to extend their pricing, terms, and conditions to the City of Santa Fe at prices equal to or less than the contractor's San Juan County, NM contract?

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, and email to the email address you received with this request.

☒ I agree to extend and/or renew the above referenced San Juan County, NM contract.

☐ I DO NOT agree to extend and/or renew the above referenced San Juan County, NM contract.

Patricia Johnson  
Print Name, Title

patricia.johnson@LifeScanWellness.com  
Email Address

Signature

LifeExtensionClinicsInc  
Company Name

9/26/2023  
Date

1011 N. MacDill Ave. Tampa FL 33607  
Address

d/b/a: Life Scan Wellness Centers

Cc: Travis Dutton-Leyda, Chief Procurement Officer  
Procurement File

## **AGREEMENT FOR HEALTH SCREENINGS FOR SAN JUAN COUNTY FIRE DEPARTMENT PERSONNEL**

**THIS AGREEMENT** is made and entered into this 13th day of July, 2020, by and between **SAN JUAN COUNTY, NEW MEXICO**, hereinafter referred to as the "County" and **LIFE EXTENSION CLINICS, INC. dba LIFE SCAN WELLNESS CENTERS**, whose principal address is 1011 North MacDill Avenue, Tampa, Florida 33607, hereinafter referred to as the "Contractor".

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, it is agreed between the parties:

### **1. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made a part of this Agreement: Request for Proposals No. 19-20-28 ("RFP" or Exhibit A), and the Proposal submitted by Life Extension Clinics, Inc. ("Proposal" or Exhibit B). In the event of any conflict between the provisions of the Contract Documents, they shall be given priority in the following order: this Agreement, the RFP and the Proposal.

### **2. SCOPE OF WORK**

Contractor will provide the following services:

A. Health screenings for San Juan County Fire Department Personnel at locations designated and provided by the San Juan County Fire Department as described in the RFP and the Proposal.

B. All medical records maintained and generated in connection with the health screening shall be kept secure and confidential and adhere to all HIPAA policies and requirements. Contractor agrees to execute a Business Associate Agreement as required by HIPAA.

### **3. COMPENSATION AND INVOICING**

In consideration of its obligations under this Agreement the Contractor shall be compensated at the rate of \$525 (inclusive of NM gross receipts tax) per health screening per fire staff member. The cost of services will not exceed \$47,250 for 90 screenings (inclusive of NM GRT).

### **4. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective July 1, 2020 and shall terminate on June 30, 2021, unless earlier terminated pursuant to Section 4 (termination) or Section 5 (Appropriations and Authorizations).

## **5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 30 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. Such termination shall be without penalty to the County. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized in this Agreement, the Contractor has no authority to bind represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **10. PERSONNEL**

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## **11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **12. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## **13. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 2 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

#### **14. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### **15. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

#### **16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

#### **17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the Eleventh Judicial District Court located in San Juan County, New Mexico.



## **18. RECORDS AND INSPECTIONS**

To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to, and agrees to require any subcontractor it may hire to perform obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

## **19. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **20. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **21. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: San Juan County  
c/o Melissa Wood  
100 S. Oliver Drive  
Aztec, NM 87410

To the Contractor: Life Extension Clinics, Inc. dba Life Scan Wellness Centers  
ATTN: Patricia Johnson, CEO  
1011 North MacDill Avenue  
Tampa, FL 33607

## **22. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.
- C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

## **23. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## **24. INSURANCE**

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts

not less than \$1,000,000.00 combined single limits of liability of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor, coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of San Juan shall be a named additional insured on the policy.

- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance policy.
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29), the Contractor shall increase the maximum limits of any insurance required herein.

## 25. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## 26. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

## 27. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

### SAN JUAN COUNTY

  
\_\_\_\_\_  
Jim Cox  
Acting County Manager

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**


San Juan County Attorney

By: 

**CONTRACTOR:**

**LIFE EXTENSION CLINICS, INC.**

**dba LIFE SCAN WELLNESS CENTERS**

  
Patricia Johnson, CEO

5/14/2021  
Date