

RESOLUTION 26-R-009

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT WITH ON DUTY HEALTH FOR COMPREHENSIVE FIRE DEPARTMENT PHYSICAL AND MEDICAL EVALUATIONS

WHEREAS, the City of Schertz recognizes that the health and physical well-being of its fire department personnel are of paramount importance to the safety of both the individual responders and the community at large; and

WHEREAS, the nature of fire and emergency services exposes personnel to unique occupational hazards, including increased risks of cardiac events and carcinogen exposure; and

WHEREAS, NFPA 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments) sets forth the national standards for occupational medical programs intended to ensure the health and safety of firefighters; and

WHEREAS, On Duty Health provides specialized, onsite occupational medical services specifically tailored to the requirements of the fire service, thereby minimizing the out-of-service time for fire department personnel during the evaluation process; and

WHEREAS, the City Council finds that entering into a service agreement for these specialized physicals serves a vital public purpose by ensuring a fit and health first responder workforce.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute a service agreement with On Duty Health for the provision of the fire department physicals and related medical evaluation services as substantially set forth in Exhibit A with a not to exceed amount of **TWO HUNDRED FIFTY THOUSAND DOLLARS** (\$250,000.00) over the 5-year contract term.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5.If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6.It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7.This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

Service Agreement with On Duty Health for Annual Firefighter Physical Examinations

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

This section intentionally left blank

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. The contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damage sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per

occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately

report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms.*

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business

purposes.

- (H) *Non-Boycott of Energy*. Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (1) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.
- (I) *Non-Boycott of Firearm Entity*. Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (J) *Access to Premises*. Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii)

delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an

original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a) Agreement; (b) the attachments and/or exhibits to Agreement, (c) Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor states that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

[The remainder of this page is intentionally left blank.]

EXECUTED on this the _____ day of _____, 20__.

CITY:

CONTRACTOR:

By: _____
Name: Steve Williams
Title: City Manager

By: _____
Name: **Greg Batla**
Title: **CEO**

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

On Duty Health, PLLC
Attn: Greg Batla, CEO
2028 E Ben White Blvd, Suite 117-4949
Austin, TX 78741

Exhibit “A”

SCOPE OF WORK

Scope of Work

See Following Pages for full scope of work

Programs & Options

BRONZE PROGRAM

Offers Basic NFPA 1580 compliance

Description	
Standard Labs & Urinalysis	
<ul style="list-style-type: none">• Urinalysis• Complete Blood Count• Complete Metabolic Panel• Lipid Panel with LDL/HDL Ratio (Total Cholesterol)• A1C (Glucose/Hemoglobin)• Thyroid Stimulating Hormone• Prostate Specific Antigen (males patients over 40)• On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)	
Comprehensive Physical Examination	
<ul style="list-style-type: none">• Comprehensive Physical with Health History & Vitals• Advanced Vision Testing (Titmus V2)• Audiometry Testing• Skin Cancer Assessment• Behavioral Health Assessment (Questionnaires & Oral exam)• Sleep Disruption Questionnaire• Breast Cancer Screening and Mammogram Recommendation (females)• Review of Results w/ Personalized Health Plan	
Cardiopulmonary Screening & Fitness Assessment	
<ul style="list-style-type: none">• EKG Treadmill Stress Testing; Consisting of 12-lead EKG treadmill/bicycle stress test to maximal volition utilizing WFI protocol, VO2 Max Calculation (NO True VO2)• Pulmonary Function Testing (Spirometry)• Metabolic Analysis w/ Body Composition• Muscular Endurance, Strength and Flexibility Evaluation	
*Total per person	\$589
Total per person, Interlocal Group (CESO)	\$509

SILVER PROGRAM *(most popular)*

Description

Enhanced Labs & Urinalysis

- Urinalysis
- Complete Blood Count:
- Complete Metabolic Panel
- Lipid Panel with LDL/HDL Ratio
- A1C
- Thyroid Stimulating Hormone
- Prostate Specific Antigen (**male patients 40 and over**)
- Fecal Occult Screening Kit (**patients 40 and over**)
- On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)

Comprehensive Physical

- Comprehensive Physical with Health History & Vitals
- Advanced Vision Testing (Titmus V2)
- Audiometry Testing
- Skin Cancer Assessment
- Behavioral Health Assessment (Questionnaires & Oral exam)
- Sleep Disruption Questionnaire
- Breast Cancer Screening and Mammogram Recommendation (females)
- Review of Results w/ Personalized Health Plan

Cardiopulmonary Screening & Fitness Assessment

- Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and **TRUE VO2 Max Testing**
- Pulmonary Function Testing (Spirometry)
- Metabolic Analysis w/ Body Composition
- Muscular Endurance, Strength and Flexibility Evaluation
- **Cardiology followup as indicated**

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
- **Radiology followup for abnormal findings, as indicated**

Total per person, single agency (Schertz)	\$699
Total per person, Interlocal Group (CESO)	\$619

GOLD PROGRAM

Description

Enhanced Labs & Urinalysis

- Urinalysis
- Complete Blood Count:
- Complete Metabolic Panel
- Lipid Panel with LDL/HDL Ratio
- A1C
- Thyroid Stimulating Hormone
- Prostate Specific Antigen (**male patients 40 and over**)
- Fecal Occult Screening Kit (**ALL Patients**)
- **Hormone Levels Testing** (Testosterone- males, Estrogen- females)
- On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)

Comprehensive Physical

- Comprehensive Physical with Health History & Vitals
- Advanced Vision Testing (Titmus V2)
- Audiometry Testing
- Skin Cancer Assessment
- Behavioral Health Assessment (Questionnaires & Oral exam)
- Sleep Disruption Questionnaire
- Breast Cancer Screening and Mammogram Recommendation (females)
- Review of Results w/ Personalized Health Plan

Cardiopulmonary Screening & Fitness Assessment

- Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and **TRUE VO2 Max Testing**
- Pulmonary Function Testing (Spirometry)
- Metabolic Analysis w/ Body Composition
- Muscular Endurance, Strength and Flexibility Evaluation
- **Cardiology followup as indicated**

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
- **Radiology followup for abnormal findings, as indicated**

Low Dose CT Lung Screening and Coronary Calcium Scoring

- Lung Cancer Screening & Coronary Calcium Scoring, conducted every 5 years
- Conducted through regional partner

Brain MRI Screening

- Brain Cancer Screening, conducted every 5 years
- Conducted through regional partner

Total per person, single agency (Schertz) \$1,119

Total per person, Interlocal Group (CESO) \$1,039

PLATINUM PROGRAM (5 Year Program)

Description

PLATINUM Five Year Screening Program

Every Year:

- Gold Labs & Urinalysis
- Comprehensive Physical
- Cardiopulmonary Screening & Fitness Assessment
- On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)

Ultrasound Enhanced Cancer Screening plus Spouse/Partner* Ultrasounds Included at no additional cost¹³⁵

LP-PLA₂ - Lipoprotein-associated Phospholipase A₂ - Stroke and Cardiovascular Disease Risk Blood Test¹ (conducted one time)

PFAS (Perfluoroalkyl and polyfluoroalkyl) Substance Testing¹

Low Dose CT Lung Screening with Coronary Calcium Scoring²

Galleri 50+ or CancerGuard EX Multi Cancer Early Detection Blood Test³ (or equivalent)

Brain Cancer Screening MRI⁴

Enhanced Psychological Screening⁵ (may be excluded if department has program in place)

Total per person, single agency (Schertz) \$1,599

Total per person, Interlocal Group (CESO) \$1,519

¹Conducted on Year One, ²Conducted on Year Two, ³Conducted on Year Three, ⁴Conducted on Year Four, ⁵Conducted on Year Five, *Patients must provide a marriage license for this service to be provided

Platinum Program Visual Matrix	Year 1	Year 2	Year 3	Year 4	Year 5
Enhanced (Gold) Labs	√	√	√	√	√
Full Physical	√	√	√	√	√
Cardiopulmonary Assessment	√	√	√	√	√
Ultrasound	√		√		√
Spouse/Partner Ultrasound	√		√		√
PFAS	√				
LP-PLA ₂	√				
Low Dose CT Lung and Coronary Calcium Scoring		√			
Galleri or CancerGuard EX Test			√		
Brain MRI				√	
Enhanced Psychological Screening					√

ALL PROGRAMS

at a Glance

All Programs Visual Matrix	BRONZE	SILVER	GOLD	PLATINUM
Standard Labs	√	√	√	√
Enhanced Labs		√	√	√
Hormone Testing			√	√
Full Physical	√	√	√	√
Cardiopulmonary Assessment	√	√	√	√
Ultrasound		√	√	√
Spouse/Partner Ultrasound				√
PFAS				√
LP-PLA2				√
Low Dose CT Lung and Coronary Calcium Scoring			√	√
Galleri Test				√
Brain MRI			√	√
Enhanced Psychological Screening				√

Note: Most options can be added to any program as a la carte

New Hire & Return to Duty Screening Options

Item	Description	Pricing
New Hire Physical	<ul style="list-style-type: none">• Includes all elements of Bronze Program (full labs, physical, and EKG Stress Testing). Physicals are to be performed at a nearby department. Rapid Strike new hire option is available on-site with a minimum of 3 patients.	\$589
Extended New Hire Lab Panel (Optional)	<ul style="list-style-type: none">• Recommended to establish baseline, then repeated post-exposure• Hepatitis Panel (A, B, C)• HIV Screening• TB Screening (QuantiFERON Gold Blood Test)• Urine Drug Screen• Heavy Metals I Profile	\$435
Preemployment Psychological Screening	<ul style="list-style-type: none">• Hosted in-person• POST Standard. Includes questionnaires and an evaluation with a licensed mental health specialist, specialized in first responder health• Employer receives a "suitable" or "unsuitable" recommendation	\$499
Annual Enhanced Psychological Screening	<ul style="list-style-type: none">• Enhanced Behavioral Health Questionnaires• Telemedicine evaluation includes 30 minute check-in with a licensed mental health professional, specialized in first responder health	\$199
Return-to-Duty Physical	<ul style="list-style-type: none">• Patient is reevaluated and cleared/not cleared based on the issue in question. Provided at a nearby department.	\$299

Additional Services Available (per person)

Item	Description	Pricing
Cancer Labs	Galleri Multi-Cancer Early Detection Blood Test (50+ cancers)	\$749
	CancerGuard EX Multi-Cancer Early Detection Blood Test	\$699
	OneTest Premium Multi-Cancer Early Detection Blood Test	\$449
	EsoGuard Esophageal Cancer Test	\$1,399
	Cancer Marker Screening Panel (CEA, CA 19-9, AFP, Amylase, Lipase)	\$99
	CA-125 (ovarian cancer screening - women)	\$49
	Cancer antigen 15-3 (CA 15-3) [breast cancer]	\$99
	Additional Fecal Occult Colorectal Cancer Screening Kits	\$69
Other Labs	Hepatitis A, B and C Test (Acute Hepatitis Panel)	\$69
	QuantiFERON Gold TB (Blood test)	\$89
	Medical Professionals Urine Drug Screen (12 drug panel)	\$99
	Nicotine Screening (Urine)	\$49
	HIV testing	\$49
	Heavy Metals Profile I, Blood (arsenic, lead, mercury)	\$129
	Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury)	\$159
	Cholinesterase (HazMat) testing	\$69
	Testosterone or Estrogen levels	\$49
	Lp-PLA2 Activity - Aid in predicting risk of coronary heart disease	\$99
	PFAS Toxin Testing (Polyfluoroalkyl - man made chemicals)	\$399
CT Scanning	Low Dose CT Lung Screening (available through regional partners)	\$499
	CT Coronary Artery Calcium Scoring (available through regional partners)	\$349
MRI	Brain MRI (available through regional partners)	\$699
Personal Training	Our certified personal trainer can build individual fitness plans for members who need additional assistance, with regular tele-health check-ins to monitor progress. (Per patient)	\$169/mo
Nutrition Counseling	Our certified nutrition counselor can build individual nutrition plans for members who need additional assistance, with regular tele-health check-ins to monitor progress. (Per patient)	\$169/mo

Exhibit “A”

Bid Table

A1. Please provide prices based on unit of measure (either per person or per test), as well as group pricing if available in consideration of interlocal use. The Annual Physical requirements and New Hire Physical are required components of this IFB. The included additional services are options that the City will potentially use if a quote is provided.

A2. Proposals may include additional services that are not expressly mentioned in this bid table or elsewhere in this IFB. If you wish to submit pricing for additional services that you will offer attach them as a continuation page to this bid table as part of your proposal using a similar format, making clear the unit of measure and whether it includes a group rate option.

Category	Service/Item Description	Details / Requirements	Unit of Measure	Estimated Qty	Vendor Price Submission
Annual Physical Requirements (Section 5.2.1)	Laboratory & Urinalysis	Urinalysis; CBC; Lipid Panel; A1C; TSH; PSA (males 40+); FIT Fecal Occult (40+)	Per Person Group Price	55-60 Schertz Staff Approximately 400 Interlocal Total	Included in Silver Program: Single Department: \$699 Interlocal Group: \$619
	Full Physical Examination	Comprehensive Physical; Vision; Audiometry; Skin Cancer; Behavioral Health; Sleep Questionnaire; Results Review			Included in Silver Program: Single Department: \$699 Interlocal Group: \$619
	Cardiopulmonary Screening & Fitness Assessment	CPET (12-lead EKG); VO ₂ Max; Pulmonary Function; Metabolic Analysis; Strength/Flexibility Evaluation; Cardiology follow-up			Included in Silver Program: Single Department: \$699 Interlocal Group: \$619

	Ultrasound Enhanced Cancer Screening	Ultrasound imaging (carotid, aorta, thyroid, organs, pelvic/testicular/prostate); radiology follow-up as indicated			Included in Silver Program: Single Department: \$699 Interlocal Group: \$619
New Hire Physical (Section 5.2.2)	New Hire Firefighter Physical	Full labs, physical, and EKG Stress Test at nearby Fire Department facility	Per Person	As Needed (New Hires)	\$589
Additional Services as needed	Cancer Labs	Galleri Multi-Cancer Test; OneTest; EsoGuard; CA-125; Additional Fecal Kits	Per Test	As Needed	Galleri: \$749
	Multi-Cancer Test	One Test Premium Multi-Cancer Early Detection Blood Test	Per Test	As Needed	\$449
	Esophageal Cancer Test	EsoGuard Esophageal Cancer Test	Per Test	As Needed	\$1,399
	CA -125	CA-125 Ovarian Cancer Screening	Per Test	As Needed	\$99
	Colorectal Cancer Screening	Additional Fecal Occult Colorectal Cancer Screening	Per Test	As Needed	\$69
	HIV	HIV Testing	Per Test	As Needed	\$49
	Heavy Metal Profile I	Heavy Metal Profile I (arsenic, lead, mercury)	Per Test	As Needed	\$129
	Heavy Metal Profile II	Heavy Metal Profile II (arsenic, cadmium, lead, mercury)	Per Test	As Needed	\$159
	HazMat Testing	Cholinesterase Testing (HazMat)	Per Test	As Needed	\$69
	CT Lung Screening	Low Dose CT Lung Screen (through regional partners)	Per Test	As Needed	\$499
	CT Coronary Artery Scoring	CT Coronary Artery Calcium Scoring (through regional partners)	Per Test	As Needed	\$349

	Chest X-Rays	Chest X-Rays (through regional partners)	Per Test	As Needed	\$159
	Breast Cancer Screening	Breast Cancer Screening (through regional partners)	Per Test	As Needed	Mammogram: \$449

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor’s insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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 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).

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: _____ PHONE (Area No., Ext): _____ FAX (Area No., Ext): _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000	INSURER A: Insurance Carrier	NAIC # 00000
	INSURER B: Insurance Carrier	00000
	INSURER C: Insurance Carrier	00000
	INSURER D: Insurance Carrier	00000
	INSURER E: Insurance Carrier	00000
	INSURER F: Insurance Carrier	00000

COVERAGES **CERTIFICATE NUMBER:** **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.

WER LTA	TYPE OF INSURANCE	ADDED Y/N	SUBR Y/N	POLICY NO.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOSS	Y	Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	Y	Y	123456789	01/01/1000	01/01/1000	COBUSTED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Pw person) \$ BODILY INJURY (Pw accident) \$ PROPERTY DAMAGE (Pw accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$	Y	Y				EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Builder's Risk Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedules, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(8) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION 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 AUTHORIZED SIGNATURE REQUIRED HERE
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(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured’s (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, “Occurrence” type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with “Y” for yes under Additional Insured for all coverages, except for Contractor Liability and Workers’ Compensation. There shall also be a “Y” for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker’s Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder’s Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The “additional insured” endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz’s name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE



MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“MTC”) govern all use of the Services from On Duty Health (“Company”) by the “Customer”, as defined in the Proposal/Purchase Order (collectively the “Parties” and individually a “Party”).

1. Services. The Company shall provide the Customer’s employees with certain services (“Services”). Services consist of those listed in the “Estimate” or “Proposal.”
2. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed. Each annual round of assessments will be billed at the completion of that round. The pricing is considered “locked,” unless the number of members to be seen decreases by 15%.
3. Termination of Contract. The Customer may terminate the Contract, in whole or in part, with or without cause, without penalty, with ninety (90) days written notice. After this point, the Customer may not terminate the Purchase Order and shall be responsible for the fees for all Services performed, as described in the Purchase Order. The ninety (90) day termination period will reset each year on the day immediately following the completion of that year’s assessments. The Company also reserves the right to cancel the Contract, with or without cause, without penalty, with ninety (90) days written notice.
4. Contract Period. This proposal and agreement constitute a three (3) year contract, with the option to extend for two (2), one (1) year terms, for a total of five (5) potential years. Pricing is considered locked for a three (3) year period, with a five percent (5%) increase planned for years four (4) and five (5), respectively. The period begins as of the signing of this Contract and runs through the completion of the 5th annual round of assessments.
5. Employee List & Schedule. At least six (6) weeks before the Company performs the Services each year, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the “Roster Template” provided by the Company). At least two (2) weeks before the Company performs the Services each year, the Customer shall provide the Company with a Schedule of which employees will be seen at what date and time (based off of the “Schedule Template” provided by the Company).
6. Modification and Cancellation of Proposal/Estimate. The Customer may cancel or modify the expected number of patients to be seen, in whole or in part, without penalty prior to **six (6) weeks out from the date set for receiving the Services** (Assessments Start Date). **After this point, the Customer may not modify or cancel the expected number of patients to be seen (numbers may be increased if needed, but not decreased), and shall be responsible for the fees for all Services described in the Proposal/Estimate.** If an employee is unable to attend due to sickness, injury, or other absence, they may reschedule a makeup appointment. This appointment must occur within two hundred (200) days of the initially scheduled "missed" appointment. The makeup appointment location will occur at another location, where the onsite team is located and has availability.
7. Credits. If Customer has an employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a “credit” for that employee for 200 days, and may work with Company to schedule them for their assessments at another time and place.
8. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, **EXCEPT for a treadmill**. The Customer agrees to provide a properly functioning treadmill

Customer
Initial

(with variable speed and variable incline) and adequate space for the assessments to be conducted.

9. Tardiness. All patients are encouraged to arrive for their appointed/assigned time slot at least 15 minutes prior to their start time, WITH all patient intake (online check-in) information filled out. Patients who arrive for their appointment later than 15 minutes after their start time will be turned away and urged to re-schedule (unless they were tardy due to a call....at On Duty Health, we respect the call). As is the case with any medical practice, it is important for us to keep our schedule running on time. If a patient is going to be tardy, please substitute another patient from later in the schedule if possible. If you need assistance with scheduling, please call our office at 512-655-3578.
10. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.
11. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (UNLESS WITHOUT LIMITATION NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF COMPANY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO THE CUSTOMER AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS MTC, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, SHALL NOT EXCEED: THE FEES PAID BY THE CUSTOMER TO THE COMPANY FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE CLAIMED.

12. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla, CEO
2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741
greg@onduty.health

13. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.
14. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.
15. Agreement. In signing the Proposal/Purchase Order above, you agree to the entirety of terms and conditions set forth in this Master Terms And Conditions agreement.

SIGNATURES:

City/Department/Organization:

On Duty Health:

Name (Printed) _____

Name (Printed) _____

Signature _____

Signature _____

Date _____

Date _____