

**AGREEMENT FOR  
PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**

**(Strength Training, Inc.)**

This Agreement for Public Safety Physicals and Related Health Services ("Agreement") is entered into between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and STRENGTH TRAINING, INC. ("STI" or "Contractor"), an Arizona corporation, as of the 23 day of June, 2015 ("Effective Date").

**RECITALS**

- A. City operates the Glendale Regional Public Safety Training Center ("GRPSTC") located at 11550 West Glendale Avenue, which includes approximately 6,000 square feet of space for operation of the Glendale Regional Health Center ("Health Center" or "Premises"). The space is depicted on **Map A** ("GRPSTC") and **Map B** ("Health Center Floor Plan"), which are attached hereto and incorporated by this reference; and
- B. City seeks to obtain physical examinations and related health services (collectively, "Physicals") to be performed at the Health Center for City firefighters and to allow the cooperative use of this Agreement by other public safety agencies, as more fully described in Exhibit A. For purposes of this Agreement, "other public safety agencies" means personnel of any public safety agency in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and any other public entities in the state of Arizona; and
- C. City and STI desire for STI to provide the services pursuant to this Agreement at the Health Center and are entering into a separate License and Use Agreement for the Health Center concurrently with this Agreement; and
- D. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Purpose.**

- 1.1 The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.
- 1.2 Consistent with the Initiative, the purpose of this Agreement is to help ensure that public safety personnel receive certain health care services and education on health, wellness, exposure to both hazardous and infectious materials and safety issues faced throughout their careers.
- 1.3 The Health Center may provide access to medical health services, including occupational health services, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services in compliance with NFPA 1582 2007 Edition, OSHA 1910-145 Respiratory Protection, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) and OSHA Regulations, as more fully described herein.

**2. Services by Contractor.**

- 2.1 Services to City. Contractor shall provide firefighter medical exams in accordance with Section 4.3(a), below to the City.

- 2.2. Cooperative Use. To the extent permitted pursuant to Contractor's license issued by Arizona Department of Health Services, Contractor shall make available the examinations and health related services described in Section 4.3 to other public service agencies under the same terms and conditions as in this Agreement. An eligible agency may elect to obtain services described in this Agreement. Contractor and the specific agency shall enter into a separate agreement for such services. The City shall not be responsible for any disputes arising out of transactions made by others.
- 2.3 Contractor shall provide all services in a timely and efficient manner consistent with Administrative Procedures, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City. The parties agree to work together to develop mutually-agreeable Administrative Procedures prior to Contractor providing any services under this Agreement. In the event the parties cannot agree on any provision in the Administrative Procedures, the City shall make the final determination. Changes to the Administrative Procedures may be agreed to by City staff, without an amendment to this Agreement.
- 2.4 Hours of Operation. The Contractor shall schedule operations at the Health Center to fall within the following hours of operation: Monday through Friday 7:30 a.m. to 5:30 p.m. (City holidays excepted) and all services provided by STI or its subcontractors shall occur during these hours of operation, unless otherwise agreed to in writing by the City and STI.
- 2.5 Medical Exams.
- a. **Firefighters (includes new firefighter pre-employment).** Contractor shall provide comprehensive medical examinations that shall include at least the following:
- (1) Health Survey
  - (2) Physical examination
  - (3) Blood analysis consisting of CBC, Chem. 22, lipid panel, and Hepatitis C
  - (4) PSA for males .40 years of age
  - (5) Urine dipstick with reflux urinalysis
  - (6) Spirometry
  - (7) Hearing evaluation (done in an ANSI-approved soundproof booth)
  - (8) Visual acuity evaluation
  - (9) Body fat assessment (using calipers or analyzer) and body weight
  - (10) Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated
  - (11) Chest X-ray (done every five (5) years or annually if TB positive or new hire or as indicated by clinical conditions)
  - (12) Functional movement screening
  - (13) Review of immunization history
  - (14) Up to 30 minute consult with physician or physician to discuss physical examination and health survey
  - (15) TB skin test (optional; additional cost would apply)
  - (16) Tiered Medical Evaluation (optional)
- b. **Non-sworn EMS personnel and retirees.** Public Fire Departments, Fire Districts and/or Tribal Jurisdictions may offer annual physicals to their non-sworn EMS personnel

and/or retired firefighters Contractor shall provide the same services as for firefighters, as listed in 4.3.a above, with the following exception:

- (1) No Functional Movement Screening
  - (2) No Stress Test – Resting EKG Only
  - (3) No Chest X-ray
- c. **Police Officer Pre-employment Physicals.** For police pre-employment physicals, Contractor shall provide the same services as for firefighters, as listed in 4.3.a, above, with the following exception:
- (1) No Functional Movement Screening
- d. **SWAT/Bomb/Clandestine Drug Lab.** Police agencies may send their specialty officers for annual physicals due to their use of self-contained breathing apparatus and OSHA respiratory regulations and Contractor shall provide the same services as for firefighters, as listed above in 4.3.a., with the following exceptions:
- (1) No Functional Movement Screening
- e. **Police Officer Wellness Exam.** Exams may be provided as required by other public safety agencies.
- f. **CDL/DOT physicals.** Contractor may provide CDL-required drivers medical exams for CDI./DOT Medical Certification Examinations, in accordance with DOT/FMCSA.
- g. **New employee physicals (non-public safety).** Contractor may provide new pre-hire physical examinations for persons who have a lifting requirement as part of the essential function of their job.
- h. **Drug/Alcohol Screening.** Contractor agrees to provide the following categories of tests:
- (1) Pre-employment
  - (2) Random
  - (3) Reasonable suspicion
  - (4) Post-accident
  - (5) Return to duty
  - (6) Follow up

Contractor agrees to provide additional testing that may be required as specified in the governing Memorandum of Understanding for represented employees or Arizona Peace Officer Standards and Training Board (AZPOST) in accordance with the Arizona Administrative Code, Title 13, Public Safety.

The Breath Alcohol Test (BAT) shall be administered in accordance with state and federal regulations for DOT Drug and Alcohol Testing Rule- FMCSA and DOT- FTA, for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered. (If SAT testing is not available, BAT shall be utilized).

The Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA, and for NON-DOT safety-sensitive employees and other covered personnel. The Oral Fluid Drug Test shall be utilized (if Oral Fluid Drug Test is not available, Urine Sample test shall be utilized) to test for the following drugs (or their metabolites):

- (1) Marijuana

- (2) Cocaine
- (3) Opiates
- (4) Phencyclidine (PCP)
- (5) Amphetamines

i. **Hearing Conservation and Review of Respiratory Questionnaire**

Contractor will perform annual audiograms for City Fire Department personnel in the Hearing Conservation Program.

- j. **Functional Capacity Evaluations (FCE).** Contractor agrees to perform FCE utilizing an in-depth questionnaire to determine other conditions and specific limitations an employee may have, whether directly or indirectly related to the employee's job duties. Contractor shall conduct the FCE utilizing real and simulated workstations to evaluate the abilities of the employee. Prior to conducting a FCE, Contractor shall review a Job Duties Assessment form relating to the employee's position and medical records, if applicable. Contractor shall provide a detailed report with 5 days of completion of the FCE based on specific questions to address whether or not the employee can perform the essential functions of his or her job with or without an accommodation.

k. **Post Exposure Prophylaxis (PEP)**

1. Contractor may provide a 24-hour hotline for exposed employees. This hotline will provide the exposed person with initial counseling and treatment options based on the significance of the exposure.
2. Contractor will conduct baseline blood testing within 10 days of the initial exposure, as well as further counseling and treatment options. It will be the responsibility of the Contractor to contact the exposed person and provide follow-up testing within established guidelines.
3. Contractor will communicate with the Glendale Fire Department Infectious Disease Control Officers (for City employees) during the post-exposure process. This may include providing test results of source patient.

2.6 Scheduling

- a. Contractor shall establish a mutually-agreeable scheduling system for all physicals and other services required under this Agreement, which shall comply with requirements of Administrative Procedures. Contractor is responsible for working directly with City and any other participating agency(ies). If the schedule is full during a specific time, the Contractor will need to provide sufficient resources for flexibility for priority services, including but not limited to occupational injuries and drug and alcohol testing, which may be required to be completed during a specific timeframe. Failure to meet schedule requirements will result in penalties set forth in the Administrative Procedures.

2.7 Staffing

- a. The Contractor will provide staff willing to dedicate their time and expertise to develop relationships with employees for the care and management of their health needs. The Contractor will provide excellent customer service and knowledgeable caring staff which is vital to the existence of the Health Center.
- b. Contractor will provide and manage medical and administrative personnel to provide all services and to meet all obligations under this Agreement, including but not limited to Physicals and related health services and associated administrative support at the Health Center. Supervision and financial responsibility for all medical and administrative staff, including contractors and sub-contractors, will be the sole responsibility of Contractor. The Contractor must be able to provide adequate staffing to meet the current and future

needs of the Health Center as determined by workload. Contractor's management responsibility includes, but is not limited to, hiring or otherwise retaining, supervising, disciplining, firing, compensating and/or providing benefits, and other personnel-related matters with respect to the staff, including medical staff, vendors, contractors and sub-contractors.

- c. The City and Contractor agree that the Health Center shall be staffed, as necessary to timely and proficiently provide the services required by this Agreement, and that the staffing levels shall be adjusted from time to time as needed to accomplish the Health Center's purpose and the scope of work in a manner that is timely and meets the standard of care for such services. Contractor shall provide the staff as set forth on **Exhibit C** ("Staffing").
- d. Contractor warrants that any and all persons providing services, whether an employee of Contractor or subcontract, shall provide services in a manner that meets or exceeds the applicable standard of care for persons providing like services and are capable and qualified to provide all services under this Agreement in a manner that meets or exceeds the standard of care for such medical services.

If, in the reasonable opinion of City, any personnel providing services pursuant to this Agreement do not demonstrate a high degree of aptitude for the type of medical services or customer service required, including good interpersonal relations, City may make written request to Contractor to conduct a prompt review of the performance of the individual and take appropriate action.

The City shall have the right to review the qualifications of any employee or independent contractor or subcontractor employed or contracted by the Contractor to provide services as the medical director. If, in the reasonable opinion of the City, the qualifications or services, including customer service, provided by the medical director do not meet the needs of the City, the City may make written request to Contractor to conduct a prompt review and take corrective action.

If the parties cannot agree on the corrective action, the Contractor shall have final authority as to employment decision of medical personnel, including the medical director. Notwithstanding the foregoing, should the City and Contractor not agree on a resolution, the City may terminate this Agreement upon 60 days' notice.

The Contractor certifies that all employees, sub-contractors, agents or others assisting or performing on behalf of the Contractor in the Health Center are knowledgeable in the use and operation of the Health Center equipment and facilities authorized under the Agreement and possess all education and certifications required by any regulatory agency to provide services or perform any obligations under this Agreement.

2.8 **Supplies and Waste Disposal.** Contractor is responsible for the cost and procurement of medical consumables and supplies to perform the services and other obligations under this Agreement. Contractor is also responsible for the disposal of bio-hazardous waste in accordance with applicable laws and regulations.

2.8 **Payment for Services and Billing.** Contractor is responsible for the payment of any and all compensation and fees to employees, contractors and sub-contractors, including medical staff. Contractor will be responsible for billing for all services provided and for collecting fees for medical services rendered, including deductibles and co-pays, as more fully set forth in Section 7, below. Contractor will also be responsible for accounting, managing and disbursing funds as detailed in herein. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the City upon request. All services will be billed in accordance with the agreed upon fee schedule and agreed upon Administrative Procedures.

- 2.9 **Medical Records and Information.** The Contractor is responsible for computers utilized to perform its obligations under this Agreement and will establish a secure network. Contractor agrees to maintain data, reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Any associated costs will be the responsibility of the Contractor. Contractor is responsible for records management, data entry and medical transcriptions. Medical transcriptions must be completed and provided to the City within 24 hours after the visit by the employee. Contractor agrees to maintain the confidentiality of all medical records and files in accordance with all laws, rules and regulations, including HIPAA and protection of personal information. The Contractor shall establish and maintain procedures and controls for the purpose of assuring that "personal identifying information or protected health information" contained in records or obtained from the City or from others shall not be used by or disclosed to any unauthorized persons. Contractor also agrees that any "personal identifying information or protected health information" shall not be disclosed other than to employees or officers of STI as needed for performance of duties under the Agreement. Contractor agrees to maintain all records and files in accordance with the State of Arizona records management and records retention guidelines. All employees, Contractors and Sub-contractors are required to sign a confidentiality agreement, See **Exhibit D**, which is to be maintained by Contractor.
- 2.10 **Exposure Control Database.** Contractor will track toxic exposure information and integrate this information with annual examinations and other medical records creating a comprehensive database and case management system.
- 2.11 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors, including medical providers, having substantial experience with the successful furnishing of medical and other services that are equivalent in size, scope, quality, and other criteria as those required from Contractor in this Agreement.
- 2.12 **Licensing. Contractor warrants that:**
- a. Contractor and any employees and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services required under this Agreement ("Approvals"); and
  - b. Neither Contractor nor any employee or Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
    - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
    - (2) Contractor must notify the City in writing within two working days if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.
  - c. The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing services under this Agreement.
- 2.13 **Compliance.** Contractor shall furnish services in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- 2.14 **Heart Fit for Duty.**
- a. With consent of City, Contractor may, at its option, provide the Heart Fit for Duty Program ("Program") at the Health Center at a date mutually agreed to in writing by the parties. Program is a wellness program operated by Heart Fit for Duty, LLC ("HFFD"), which specializes in the prevention of heart attacks and strokes in the first responder

population by focusing on early detection and education of at risk individuals. Program partners with primary care and specialty practitioners by providing additional education and screening resources beyond the minimum standard of care in five major areas: LIPIDS (cholesterol screening and management), Obesity, Hypertension, Diabetes (insulin resistance), and tobacco cessation. The terms will be negotiated between the Contractor and HFFD and Contractor shall not be entitled to any compensation from City in connection with providing the HFFD Program. For purposes of this Agreement, HFFD is a sub-contractor of Contractor for which Contractor is responsible.

**3. Sub-contractors.**

- 3.1 Contractor may engage specific professional, medical, and technical contractors (each a "Sub-contractor") to furnish certain Project services or functions.
- 3.2 Contractor will remain fully responsible for Sub-contractor's services.
- 3.3 Sub-contractors must be approved in advance by the City.
- 3.4 Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards, including by not limited to insurance, as set forth in this Agreement.

**4. Independent Contractor.**

- 4.1 Contractor is the City's independent contractor, not the City's employee, agent, joint venture, or partner. Contractor's employees and subcontractors are under Contractor's exclusive direction and control.
- 4.2 Liens. Contractor shall hold City harmless from any claims for supplying labor or materials to Contractor in the performance of work required under this Agreement.

**5. Billings and Payment.**

- 5.1 Contractor is solely responsible for billing each participating entity or person for services Contractor provides at the Health Center. Contractor shall, and is solely responsible for, collecting applicable co-payments and uncovered costs from each person receiving services from Contractor.
- 5.2 Contractor is solely responsible for making payments to its employees, contractors, sub-contractors and vendors for all services, administrative support, supplies or materials rendered or utilized according to the terms of this Agreement.
- 5.3 For services provided to non-City employees, the Contractor will bill and collect the fees for services performed from the participating entity.
- 5.4 Contractor will charge fees and costs in accordance with Price Sheet and Clarifying Response, see **Exhibit E**. Fees or costs for tests and/or services other than those identified in Exhibit E may be charged as agreed to in writing by the City and Contractor. If Contractor has more than one fee arrangement, the least costly fee will be billed.

**6. Fund Appropriation Contingency.**

Contractor understands that the continuation of this Agreement after the close of the City's current fiscal year, which ends on June 30, is subject to City Council appropriation of the necessary expenditures required by this Agreement, including expenditures for the operation of the Health Center. Should the appropriation required for funding of the GRPSTC, Health Center or this Agreement not be made or not be made in full, the City may terminate this Agreement as of the close of any fiscal year during the term of this Agreement or at the time appropriation or funding for the necessary expenditures is not available.

**7. Termination.**

7.1 For Convenience. City or Contractor may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 90 days following the date of delivery.

- a. Contractor will be equitably compensated for services furnished to City pursuant to this Agreement prior to receipt of the termination notice.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

7.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for services furnished to the City, City will pay the amount due to Contractor, less City's damages.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

8. **Cancellation.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

**9. Insurance.**

9.1 Requirements. Contractor and any and all Sub-contractors must obtain and maintain the following insurance for the duration of the Agreement ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or services or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until all obligations under this Agreement are completed.
- b. Commercial General Liability. Contractor and Subcontractor must at all times carry commercial general liability on an occurrence basis with limits of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury and property damage, including products-completed operations and personal and advertising injury and Fire damage legal liability with limits at least \$500,000 with coverage as broad as ISO Form CG 00 01.
- c. Automobile Liability with coverage as broad as ISO Form CA 00 01 with limits no less than \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and Sub-contractors shall provide workers' compensation insurance as required by State of Arizona with statutory limits and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury and disease.
- e. Professional Liability (including medical malpractice and errors and omissions) insurance for liability arising out of, or in connection with the performance of all required services under this Agreement with limits no less than \$5,000,000 per occurrence and \$5,000,000 aggregate. If the policy is written on a claims-made basis, the retroactive date must be

shown and must be before the date of the contract. Insurance must be maintained for at least two years after termination of this contract. If coverage is canceled or non-renewed and not replaced with another claims made policy with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of two years after contract termination.

- f. If Contractor or Sub-contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.
- g. Notice of Changes. Contractor and Sub-contractor must provide for not less than 30 days' advance written notice to City Representative of Cancellation or termination of Contractor's or Sub-contractor's Policies.
- h. Waiver of Subrogation. Contractor and Sub-contractor hereby grant to City a waiver of any right to subrogation which any insurer of said Contractor or Sub-contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor and Sub-contractor agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- i. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- j. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance). Contractor shall require and verify that all Sub-contractors maintain insurance meeting all the requirements stated herein.
- k. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered and endorsed as additional insured's on the commercial liability and automobile liability policies.
- i. The Contractors and Sub-contractors insurance coverage must be primary. Any insurance or self-insurance policies or programs maintained by City shall be excess of Contractor's or Sub-contractor's insurance and shall not contribute to it.
- j. All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

9.3 Indemnification.

- a. Contractor shall indemnify, defend, save and hold harmless the City, and their officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Laws or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court order/decre. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful act or omissions of the Indemnitees, be indemnified by Contractor from any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies.
- b. Contractor is not required to indemnify any Indemnitees for, from, or against any Claims, demand or expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

**10. Performance Surety Requirements.**

The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

The Contractor shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 25 percent of the contract amount for the Initial Term guaranteeing the faithful performance of the contract.

If a bond is submitted, it shall be written on the Performance Bond form, see **Exhibit F** provided by the City. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

**11. Media Releases and Relations**

Contractor agrees that the City has primary responsibility for press contact and interaction. Any release of information to the media regarding the Health Center or any of its activities will be coordinated by the Glendale Fire Department ("GFD") Public Information Officer ("Glendale PIO") and Human Resources & Risk Management Department ("HR"), with input from the Contractor. News releases pertaining to the

Health Center or any part of the services provided pursuant to this Agreement shall not be made by Contractor without prior written approval of the Glendale PIO. Prior to release, a copy of all public record and media releases regarding the Health Center or its participating agencies and activities shall be forwarded to the Glendale PIO and to Contractor. Contractor will not reveal any investigative information or operational procedures of the Health Center outside the parties except as required by law or competent authority.

**12. Immigration Law Compliance.**

- 12.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 12.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 12.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 12.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 12.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 12.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 12.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**13. Notices.**

- 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

James ("Jim") Maher  
 c/o Strength Training, Inc.  
 17233 N. Holmes Blvd.  
 Phoenix, Arizona 85053  
 602-349-2545

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
 c/o Fire Chief  
 6829 North 58th Drive  
 Glendale, Arizona 85301  
 623-930-4401

With required copy to:

City Manager  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

City Attorney  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties, unless otherwise provided herein. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. **Term.** The initial term of this Agreement shall be for one (1) year beginning on Effective Date. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for one year, renewable in six-month increments, based upon satisfactory Contractor and Sub-contractor performance. The City Manager or designee is authorized to execute any and all documents required to extend the contract. Contractor will be notified in writing by the City Materials Manager of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. Price adjustments will be reviewed only during the Agreement renewal period. There are no automatic renewals of this Agreement.

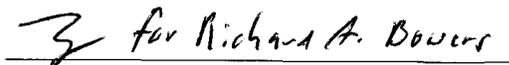
17. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with **Exhibit G**. The final determination will be made by the City.

18. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A        Scope of Work
- Exhibit B        Equipment
- Exhibit C        Staffing
- Exhibit D        Confidentiality Agreement
- Exhibit E        Contractor Price Sheet and Clarifying Response
- Exhibit F        Performance Bond Form
- Exhibit G        Dispute Resolution
- Map A            GRPSTC Layout
- Map B            Health Center Floor Plan

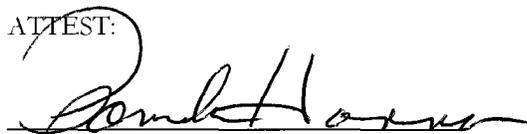
The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

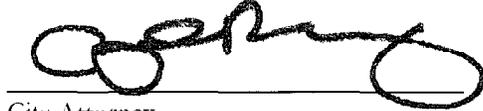


By: Richard A. Bowers  
Its: Acting City Manager

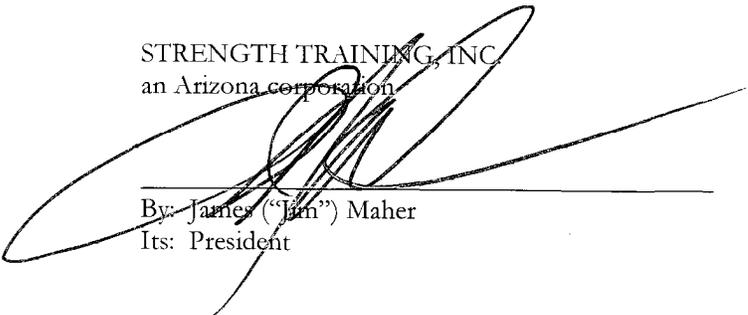
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

STRENGTH TRAINING, INC.  
an Arizona corporation

  
By: James ("Jim") Maher  
Its: President

**EXHIBIT A**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**(Strength Training, Inc.)**

**SCOPE OF WORK**

Utilizing the Glendale Health Center, located within the Glendale Regional Public Safety Training Center, the Contractor shall furnish competent and reliable medical examinations and other related health services for City firefighters and employees of other public safety agencies in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and other public entities in the State of Arizona. Medical services may include: NFPA 1582 firefighter physicals; AZPOST police officer physicals; public safety pre-employment physicals; drug and alcohol screening; CDL/DOT physicals; post exposure counselling and treatment; functional capacity evaluations or return to duty/fit for duty evaluations; hearing conservation programs and other health and wellness services relating to public safety members.

**EXHIBIT B**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**(Strength Training, Inc.)**  
**EQUIPMENT**

The City will provide and maintain the following equipment:

<b>Type of Equipment</b>	<b><u>COG inv id</u></b>	<b><u>serial no</u></b>	<b><u>location id</u></b>
X-Ray Machine	COG25531	170-11893	GRPSTC H-7
Pulmonary Machine	COG23788	AJS01277	GRPSTC H-15
Hearing Test Machine	COG23779	BC 181 559	GRPSTC H-6
Treadmills 1	COG23780	Q5005279	GRPSTC H-4
Treadmills 2	COG23781	Q5005278	GRPSTC H-5
Vision testing 1		E243462	GRPSTC H-17
Health O Meter Scale		4020057900	GRPSTC H-18
Health O Meter Scale		4020057905	GRPSTC H-19
Tango M2 BP monitor			GRPSTC H-4
Exam light		0035134	GRPSTC H-16
Exam light		0035137	GRPSTC H-17
Exam light		0035138	GRPSTC H-18
Exam light		0035139	GRPSTC H-19
Exam light		0035142	GRPSTC H-20
Exam light		B3H000003345	GRPSTC H-10
Microwave		801TAXT02098	GRPSTC H-32
Refrigerator 1		DR312701	GRPSTC H-13
Refrigerator 2		AR312536	GRPSTC H-32

**EXHIBIT C**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**(Strength Training, Inc.)**  
**STAFFING**

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor will provide staffing as follows:

- a. At least one of the positions, physician/medical director or physician assistant, shall be full time; i.e., full time physician/medical director and part time physician assistant or part time physician/medical director and full time physician assistant.
- b. A pool of physicians shall be assigned to provide coverage for peak work time or relief time, as needed and dictated by work flow. Contractor will seek to provide physicians with a current affiliation with a Level 1 Trauma Facility and access to toxicology referral within one (1) hour of request.
- c. **PHYSICIAN: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)**
  - a. A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:
    - 1) Director will act as the liaison between the contracted clinical staff and the Health Center Deputy Chief. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations, will implement ongoing wellness programs for fire department personnel, and may serve as the Certified Medical Review Officer (MRO).
    - 2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.
    - 3) Responsible for performing all elements of physicals, pre-employment physicals for the City's partners' employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA.
    - 4) Will perform consultations for Fire Department personnel with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.
    - 5) Will interface with Fire Department personnel and the City's partners' employees and their primary care physicians to assure proper health care.
    - 6) May assist with development, updating and revision of procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.
    - 7) May participate in research projects regarding public safety employee health and fitness.
    - 8) May prepare and present educational materials to public safety employees for training relating to health and wellness.
  - b. Minimum Qualifications:  
Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification and Medical Review Officer Certification. Board certified physician in occupational and environmental medicine through the American Board of Preventative Medicine and/or American Osteopathic Board of Preventative Medicine is preferred. Must demonstrate experience in the occupational medicine, interpretations of treadmill testing and ECG tracing, as well as spirometer interpretation.

Must be familiar with and have experience working within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST\* and OSHA regulations, as well as DOT Drug and Alcohol collection and testing.

(\*Note: AZPOST certification is not necessary if Board certified.)

**d. PHYSICIAN ASSISTANT - FULL OR PART TIME**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Perform baseline physicals; evaluate, treat and follow up on industrial injuries and infectious and hazardous exposures.
- 2) Support and implement on-going wellness program for fire department personnel.
- 3) Perform blood draws and evaluate lab assessments and stress treadmill to assess fitness for duty for fire fighters in accordance with NFPA 1582.
- 4) Perform pre-employment physicals for the City's partner's employees and potential employees.
- 5) Perform DOT/FMCSA exams and interface with patients and their primary care physician to assure proper health care.
- 6) Perform and interpret Drug and Alcohol testing for the City's partner's employees and potential employees in accordance with DOT/FTA and FMCSA.
- 7) Interface with fire fighters, police officers, and the City's partner's employees and their primary care physician to assure proper health care.
- 8) Develop, revise and update health care, policy, and other procedures at the Health Center, as needed.
- 9) Participate in research projects in public safety and city of Glendale employees health and wellness.
- 10) Prepare materials a necessary to assist in the health care and fitness training of public safety personnel.

b. Minimum Qualifications.

Must be nationally certified through the NCCPA, hold a current Arizona license, have an established DEA number, and be ACLS certified. Must demonstrate experience in the following areas: family practice, occupational medicine wellness and preventive medicine, or sports medicine. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative. Familiar with and experience in OSHA Regulations, and DOT/FTA and FMCSA regulations and Industrial Commission of Arizona Rules and interpretation of treadmill spirometer and hearing tests is preferred.

**5. CLINICAL MANAGER AND/OR REGISTERED NURSE – FULL OR PART TIME**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Assist with preparation of charts and management of the flow of patients.
- 2) Perform back office evaluations, vital signs, vision, pulmonary function, hearing, and body composition examinations.
- 3) Perform first aid physicals, evaluate, treat and follow up on industrial injuries
- 4) Perform phlebotomy and administer medications as needed.

- 5) Perform resting 12-lead EKS's and stress tests.
- 6) Assist with infectious exposure consults and follow-ups.
- 7) Assist physicians with data collection for studies.
- 8) Assistant physicians with treatment of medical patients.
- 9) Assist with maintenance and stocking of medications and medical supply inventory.

b. **Minimum Qualifications.**

Registered nurse or other qualified and licensed health care provider in the state of Arizona with experience in occupational medicine, orthopedics, industrial rehabilitation, and infectious disease. ACLS certified, having two years' experience in treadmill testing, immunizations and schedule is preferred. Familiarity with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules is preferred.

**6. CERTIFIED RADIOLOGY TECHNICIAN (CRT) or PRACTICAL RADIOLOGY TECHNICIAN (PRT)- FULL OR PART TIME**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.
- 2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.
- 4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 5) Will prepare and maintain accurate documentation.

b. **Minimum Qualifications.**

Must be licensed in Arizona with a certification or diploma from an approved/accredited school of Radiology Program with a minimum of two years' experience.

CRT and PRT may also serve as a medical assistant, receptionist and/or scheduler. See responsibilities, below.

**7. MEDICAL ASSISTANT – FULL OR PART TIME**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 2) Will be accountable for the ethical, legal and professional responsibilities related to patient confidentiality.
- 3) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 4) Will prepare and maintain accurate documentation.
- 5) May be responsible for scheduling public safety physicals.

b. Minimum Qualifications.

Successful completion of a Medical Assistant Program through an accredited Institution with a minimum of two years experience.

The Medical Assistant could fulfill the role of the receptionist/scheduler. See responsibilities below.

8. **RECEPTIONIST/SCHEDULER - FULL OR PART TIME**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will be responsible for patient's medical and immunization record data entry.
- 2) Will answer telephones.
- 3) Will maintain sign-in log for both medical and industrial patients.
- 4) Will record all patients' visits in the computer.
- 5) Will prepare computerized medical charge sheets.
- 6) Will perform light typing for chart preparation.
- 7) Will verify appointments and prepare charts for physical examines.
- 8) Will assist patients with industrial paperwork
- 9) Will provide via fax industrial injury medical notes and work status information to Human Resources and Risk Management following all industrial visits.
- 10) Will provide via fax a copy of CDL Medical Certification cards to Human Resources and Risk Management.

b. Minimum Qualifications.

Must have a minimum of one year of experience working in a medical office. Ability to type 30 wpm, basic computer skills, ability to handle up to three incoming phone lines and pleasant communications over the telephone. Must have medical back-office skills and experience, and the ability to interact professionally with City personnel and medical personnel.

**EXHIBIT D**

**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**

**(Strength Training, Inc.)**

**CONFIDENTIALITY AGREEMENT**

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**Confidentiality and Non-Disclosure Agreement**

I, \_\_\_\_\_ do affirm that I will not divulge City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information to any unauthorized person(s) for any reason. Neither will I directly nor indirectly use, or allow the use of, City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information, including HIPPA protected information for any purpose other than that directly allowed by statutes, laws, rules and regulations, ordinances, associated with the operation and services provided at the Glendale Health Center. I understand that personal health information, personal identification, taxpayer, attorney/client and other confidential information, including financial data, is strictly confidential.

Furthermore, I will not, either by direct action or by counsel, discuss, recommend, or suggest to any unauthorized person the nature or content of any City of Glendale documents, personal health, personal identification, taxpayer, attorney/client or other confidential information.

Federal and/or state law protects disclosure of personal and health information and taxpayer information. Violation of confidentiality is cause for legal action where you and or your Company can be held personally liable.

I understand that signing this document does not preclude me from reporting instances of breach of confidentiality.

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

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

**EXHIBIT E**

**Agreement for Occupational Health and Medical Services**  
**CONTRACTOR PRICE SHEET AND CLARIFYING RESPONSE**

<b><u>DESCRIPTION OF SERVICE</u></b>	<b><u>COST</u></b>
Prostate Exams	\$ 50.00
Auditory Function Tests	\$ 25.00
Vision Tests	\$ 10.00
Pulmonary Function Tests	\$ 55.00
Radiology (administer in-house, send out for reading)	20% off ICA fee
Randomizing of Drug & Alcohol Screens	\$ 50.00
Routine Hearing Services (CDL Requirements)	\$ 20.00
Routine Vision Services (CDL Requirements)	\$ 15.00
Sick Visits	Copay/Coins
Spirometry (lung function) (Fire/Police)	\$ 55.00
Stress Tests	\$ 150.00
Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
Urinalysis (for CDL, Random, Etc.)	\$ 10.00
Walk-In Services: Non-worker's comp	Copay/Coins
<b>Physicals</b>	
Fire Fighter	\$575
Police-AZ Post baseline	\$360
Police-AZ Post annual	\$280
Police-EOD (new & existing)	\$430
Police-Reserve	\$400
Police-Existing SWAT	\$270
Police-New SWAT	\$430
EMS-NonSworn	\$350
No Show Physical	\$80
<b>Immunizations</b>	
Hep A	\$54.00
Hep B	\$51.00
MMR	\$55.00
TdaP	\$40.00
Varicella	\$70.00
Td	\$25.00
Hearing Conservation with audiogram	\$28.00
Review of Respiratory Questionnaire	\$10.00

**EXHIBIT F**

**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**

**(Strength Training, Inc.)**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (hereinafter called the "Principal"), as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, whereby Principal agreed to \_\_\_\_\_

\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**"Principal"**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**"Surety"**

By: \_\_\_\_\_

**EXHIBIT G**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**(Strength Training, Inc.)**  
**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years' experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

**MAP A**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**(Strength Training, Inc.)**

GRPSIC LAYOUT

*[See attached]*

**MAP B**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**(Strength Training, Inc.)**

HEALTH CENTER FLOOR PLAN

*[See attached]*