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| THE STATE OF TEXAS | § | <u>First Modification of Agreement</u> |
| | § | By and Between City of Plano and |
| | § | Life Extension Clinics, Inc. dba Life Scan |
| | § | Wellness Centers |
| | § | 2017-0023-C |
| COUNTY OF COLLIN | § | |

THIS FIRST MODIFICATION OF AGREEMENT (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee, and **LIFE EXTENSION CLINICS, INC. D/B/A LIFE SCAN WELLNESS CENTERS**, a Florida corporation (hereinafter "Professional").

WITNESSETH:

WHEREAS, City and Professional entered into an Agreement on September 19, 2017 (hereinafter "Agreement") for Annual Medical Evaluations for Plano Fire-Rescue (hereinafter "Services") with total annual estimated compensation amount of \$300,000.00; and

WHEREAS, City and Professional desire to amend such Agreement to (1) extend the contract term by five (5) additional years, with no renewals; (2) add the City's Police Department to agreement, increasing the contract amount by \$200,000.00, resulting in a new total annual estimated compensation amount of \$500,000.00; and (3) update the pricing sheet, as set forth herein this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this First Modification and continuing through the remaining term of the Agreement, **section III. TERM OF AGREEMENT** is hereby modified to read in its entirety as follows:

The initial term of this Contract shall begin on October 1, 2017 for a period of twelve (12) months; provided however, that the City shall have the right and option to extend the term hereof by up to four (4) additional twelve (12) month periods and one (1) additional five (5) year period, extending term expiration to September 30, 2027, by giving written notice to Professional of City's election to extend the term hereof, such notice to

be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

II.

Beginning on the effective date of this First Modification and continuing through the remaining term of the Agreement, first paragraph of **section IV. COMENSATION/EXPENSES** is hereby modified to read in its entirety as follows:

Professional shall invoice City for services delivered in accordance with Professional's Proposal attached hereto and incorporated herein as **Exhibit "B"**. Payments hereunder shall be made to Professional within thirty (30) days of receiving Professional's invoice for the services performed. Total annual compensation under this contract is estimated to be **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**.

III.

Beginning on the effective date of this First Modification and continuing through the remaining term of the Agreement, pages 25-28 of **Exhibit "A"** are removed and deleted, and replaced with the two (2) pages marked as **Exhibit "A-1"** attached hereto reflecting updated increases in pricing. Any references in the Contract to **Exhibit "A"** shall be interpreted as references to **Exhibit "A"**, as amended by **Exhibit "A-1"**.

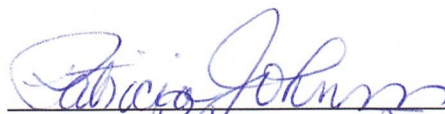
IV.

Each person signing this First Modification represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Modification. Each party represents and warrants to the other that the execution and delivery of the First Modification and the performance of such party's obligations hereunder have been duly authorized and that the First Modification is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, this First Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**LIFE EXTENSION CLINICS, INC. D/B/A
LIFE SCAN WELLNESS CENTERS**

Date: 6/22/2022

By: 
Name: Patricia Johnson
Title: CFO

CITY OF PLANO, TEXAS

Date: August 9, 2022

By: 
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

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|---|-----------------|
| LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2022 | |
| PRICE QUOTE: Plano Public Safety Departments | |
| Plano, TX | |
| March 1,2022 Number of physicals: TBD | |
| Public Safety Annual Physical | |
| Medical & Occupational/Environmental Questionnaire | Included |
| Comprehensive Hands-On Physical Exam | Included |
| Vital Signs: Height, Weight, Blood Pressure, Pulse | Included |
| Sleep Disorder Evaluation, Epworth Sleep Scale | Included |
| Back Health Evaluation | Included |
| Urinalysis | Included |
| Audiogram | Included |
| Titmus Occupational Vision with Peripheral, Depth Perception, and Color | Included |
| Breast Exam with Self-Exam education | Included |
| Personal Consultation with review of testing results | Included |
| Laboratory Tests: | |
| Comprehensive Metabolic Panel, Blood Chemistry | Included |
| Complete Blood Count, Hematology Panel | Included |
| Hemoccult Stool Test for Colon Cancer Screening | Included |
| Total Lipid Panel | Included |
| Thyroid Test TSH | Included |
| Glucose | Included |
| Hemoglobin A1C | Included |
| PSA (Prostate cancer marker, Men) | Included |
| Testosterone (Men) | Included |
| Ultrasound Screenings (Early Detection of Heart Disease and Cancer): | |
| Echocardiogram (Heart Ultrasound) | Included |
| Carotid Arteries Ultrasound | Included |
| Aorta and Aortic Valve Ultrasounds | Included |
| Liver Ultrasound | Included |
| Gall Bladder Ultrasound | Included |
| Kidneys Ultrasound | Included |
| Spleen Ultrasound | Included |
| Bladder Ultrasound | Included |
| Thyroid Ultrasound | Included |
| Prostate Ultrasound | Included |
| Testicular Ultrasound | Included |
| Ovaries and Uterus Ultrasounds | Included |
| Cardiopulmonary Testing | |
| Cardiac Stress Test (Treadmill with 12 lead, sub-maximal, Bruce Protocol) | Included |
| EKG, 12 Lead | Included |
| Spirometry, PFT Lung Capacity | Included |
| OSHA Respirator Medical Clearance | Included |
| Fitness Evaluations per NFPA 1583~IAFF/IAFC Wellness Fitness Initiative: | |
| Fitness tests for muscular strength & endurance | Included |
| Sit and Reach, Planking, Grip Strength, | Included |
| Sit Up Test, Wall Sit, Flexibility | Included |
| VO2 Max Calc for Aerobic Capacity | Included |
| Body Weight and Composition | Included |
| Personal Fitness Rx | Included |
| Personal Wellness Plan with recommendations | Included |
| LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM 2022 TOTAL COST | \$525.00 |

| <i>OTHER Tests Available:</i> | Line-Item COST |
|--|-----------------------|
| Chest X-Ray, 2 view with radiologist review | \$84.00 |
| Lumbar X-Ray, 2 view with radiologist review | \$84.00 |
| Hazmat Cholinestrase | \$84.00 |
| Hazmat Heavy Metals | \$84.00 |
| Hepatitis A Screening Test | \$60.00 |
| Hepatitis A Titer | \$40.00 |
| Hepatitis B Screening Test | \$66.00 |
| Hepatitis B Titer | \$40.00 |
| Hepatitis C Screening Test | \$60.00 |
| HIV Test, Gen 4 | \$31.00 |
| PPD TB Skin Test | \$31.00 |
| QuantiFeron TB Blood Test | \$74.00 |
| Tdap (Tetanus, Diphtheria, Pertussis) Titer | \$34.00 |
| Tdap (Tetanus, Diphtheria, Pertussis) Vaccine, single dose | \$90.00 |
| MMR Booster | \$90.00 |
| MMR Titer | \$90.00 |
| Varicella Vaccine | \$26.00 |
| Varicella Titer | \$134.00 |
| Polio Booster | \$34.00 |
| Polio Titer | \$66.00 |
| OSHA Respirator Mask Fit Testing (Portacount) | \$46.00 |
| Drug Screen, I CUP | \$53.00 |
| Drug Rescreen with confirmation | \$60.00 |
| Medical Review Officer (MRO) as indicated/secondary review | \$122.00 |
| Phlebotomist (Blood Draw) Fee | \$24.00 |

Pricing effective through 2022 subject to 5 % annual medical index increase.