

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

THIS SECOND MODIFICATION OF AGREEMENT (hereinafter "Second 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 executed the First Modification on August 9, 2022 to: (1) extend the agreement 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 labeled Exhibit A-1; and

WHEREAS, City and Professional desire to amend such Agreement to: (1) extend the contract term by five (5) additional years, with no renewals; and (2) update the pricing sheet to be labeled as Exhibit A-2, as set forth herein this Second 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 Second Modification and the Agreement, priority of interpretation shall be in the following order: Second Modification, 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 Second 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 Agreement 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 by giving written notice to Contractor 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.

The initial term of the Agreement has already expired. Beginning on the effective date of the First Modification, the agreement was continued and extended for 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 expiration of the initial term or the immediately preceding term.

Beginning on the effective date of the Second Modification, the agreement shall be continued and extended for one (1) additional five (5) year period, extending term expiration to September 30, 2032, 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 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, **Exhibit "A-1"** is removed and deleted, and replaced with the two (2) pages marked as **Exhibit "A-2"** attached hereto reflecting updated increases in pricing. Any references in the Agreement to **Exhibit "A-1"** shall be interpreted as references to **Exhibit "A"**, as amended by **Exhibit "A-2"**.

III.

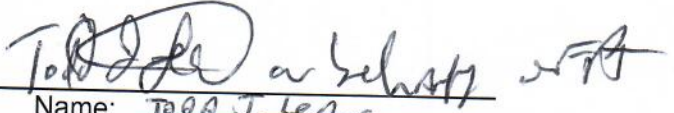
Each person signing this Second Modification represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Second Modification. Each party represents and warrants to the other that the execution and delivery of the Second Modification and the performance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

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

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

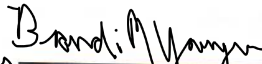
Date: _____

By: 
Name: Todd J. LeDuc
Title: Deputy CEO
CITY OF PLANO, TEXAS

Date: 12.06.23

By: 
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

LIFE SCAN WELLNESS CENTERS 2024 QUOTE	
Department: Plano Public Safety Departments City: Plano State: TX	
Date: October 20, 2023	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) and Testosterone	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
Men: Prostate Ultrasound and Testicular Ultrasounds	Included
Women: 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 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 2024 BASIC COST	\$567.00
LifeScan Wellness Centers Proprietary EMR (Electronic Medical Record (EMR) System Administrative Cost, Data Storage, Enhanced Data Dashboards	\$25.00
Total Life Scan Wellness Centers Cost	\$592.00

<i>OTHER Tests Available:</i>	Line-Item COST
Chest X-Ray, 2 view with radiologist review	\$91.00
Lumbar X-Ray, 2 view with radiologist review	\$91.00
Hazmat Cholinestrese	\$91.00
Hazmat Heavy Metals	\$91.00
Hepatitis A Screening Test	\$65.00
Hepatitis A Titer	\$44.00
Hepatitis B Screening Test	\$72.00
Hepatitis B Titer	\$40.00
Hepatitis C Screening Test	\$65.00
HIV Test, Gen 4	\$37.00
PPD TB Skin Test	\$37.00
QuantiFeron TB Blood Test	\$80.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	\$37.00
MMR Booster	\$97.00
MMR Titer	\$97.00
Polio Booster	\$37.00
Polio Titer	\$71.00
OSHA Respirator Mask Fit Testing (Portacount)	\$50.00
Drug Screen, I CUP	\$57.00
Drug Rescreen with confirmation	\$65.00
Medical Review Officer (MRO) as indicated/secondary review	\$132.00
Phlebotomist (Blood Draw) Fee	\$26.00

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