

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
LIFE EXTENSION CLINICS, INC. DBA LIFE SCAN WELLNESS CENTER**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Life Extension Clinics, Inc. DBA Life Scan Wellness Center, a Florida corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between City of Santa Clara, California, and Life Extension Clinics, Inc. DBA Life Scan Wellness Center", dated June 2, 2022 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide occupational medical services for Santa Clara Fire Department personnel, and the Parties now wish to amend the Agreement to increase compensation by \$138,547 for a revised maximum compensation not-to-exceed \$238,547, and to extend the term of the Agreement to April 30, 2024.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 7, 2022 and terminate on April 30, 2024.

- 2. Section 6 of the Agreement, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Revised Exhibit B1, entitled "SCHEDULE OF FEES" and Revised Exhibit B2, entitled "FEE DETAILS." The maximum

compensation of this Agreement is Two Hundred Thirty-Eight Thousand Five Hundred Forty-Seven Dollars (\$238,547), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

3. Exhibit B1 of the Agreement, entitled "SCHEDULE OF FEES", is hereby amended to read as shown in Revised Exhibit B1, attached and incorporated into this Amendment No. 1.
4. Exhibit B2 of the Agreement, entitled "FEE DETAILS", is hereby amended to read as shown in Revised Exhibit B2, attached and incorporated into this Amendment No. 1.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

Note: Signature block on next page.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.


CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:

4/3/23


GLEN R. GOOGINS
City Attorney


Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

LIFE EXTENSION CLINICS, INC. DBA LIFE SCAN WELLNESS CENTERS
a Florida corporation

Dated:

March 9, 2023

By (Signature):


Name: Patricia Johnson

Title: CEO

Principal Place of Business Address: 1011 N. MacDill Avenue
Tampa, FL 33607

Email Address: patricia.johnson@lifescanwellness.com

Telephone: (813) 876-0625

Fax: (813) 876-0653

"CONTRACTOR"

**REVISED EXHIBIT B1
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed Two Hundred Thirty-Eight Thousand Five Hundred Forty-Seven Dollars (\$238,547), during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services. See below for annual amounts.

Term	Amount
Year 1 (April 7, 2022 - April 30, 2023)	\$ 100,000
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Year 2 (May 1, 2023 - April 30, 2024)	\$ 116,861
TOTAL REVISED COMPENSATION	\$ 216,861
Contingency	\$ 21,686
TOTAL REVISED MAXIMUM COMPENSATION NOT-TO-EXCEED	\$ 238,547

- 1.2. All payments are based upon City's acceptance of Contractor's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.

2. FEES

- 2.1. City will pay Contractor the fee specified below for annual physicals:

Services	Fee
Public Safety Annual Physical	\$853/Each

- 2.2. See Revised Exhibit B2 (Fee Details) for specific details of the services included in the Public Safety Annual Physical.
- 2.3. The City may request optional services specified in Section 2 of Revised Exhibit B2 (Fee Details) at its discretion.

3. PRICING

- 3.1. Pricing shall be fixed for the term of the Agreement.

4. INVOICING REQUIREMENTS

- 4.1. Contractor will invoice the City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by the City, including supporting narrative documentation, and is subject to verification and approval by City.
- 4.2. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

**REVISED EXHIBIT B2
FEE DETAILS**

1. The following services are included in the public safety annual physicals:

<i>Public Safety Annual Physical</i>	\$853/Each
Description:	Fee
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Sleep Disorder Evaluation, Epworth Sleep Scale	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision with Peripheral, Depth Perception, and Color	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
<i>Laboratory Tests:</i>	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
PSA (Prostate cancer marker, Men)	Included
Testosterone (Men)	Included
<i>Ultrasound Screenings (Early Detection of Heart Disease and Cancer):</i>	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Prostate Ultrasound	Included
Testicular Ultrasound	Included
Ovaries and Uterus Ultrasounds	Included

Description:	Fee
<i>Cardiopulmonary Testing</i>	
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
<i>Fitness Evaluations per NFPA 1583~IAFF/IAFC Wellness Fitness Initiative:</i>	
Fitness tests for muscular strength & endurance	Included
Sit and Reach, Planking, Grip Strength,	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

2. The following are optional services provided by Contractor:

Optional Tests Available	Fee Per Test
Chest X-Ray, 2 view with radiologist review	\$80.00
Lumbar X-Ray, 2 view with radiologist review	\$80.00
Hazmat Cholinestrase	\$81.00
Hazmat Heavy Metals	\$81.00
Hepatitis A Screening Test	\$60.00
Hepatitis A Titer	\$38.00
Hepatitis B Screening Test	\$60.00
Hepatitis B Titer	\$38.00
Hepatitis C Screening Test	\$60.00
HIV Test, Gen 4	\$29.00
PPD TB Skin Test	\$29.00
QuantiFeron TB Blood Test	\$72.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	\$32.00
Tdap (Tetanus, Diphtheria, Pertussis) Vaccine, single dose	\$86.00
MMR Booster	\$86.00
MMR Titer	\$86.00
Varicella Vaccine	\$24.00
Varicella Titer	\$128.00
Polio Booster	\$33.00
Polio Titer	\$64.00
OSHA Respirator Mask Fit Testing (Portacount)	\$44.00
Drug Screen, I CUP	\$51.00
Drug Rescreen with confirmation	\$58.00

Optional Tests Available	Fee Per Test
Medical Review Officer (MRO) as indicated/secondary review	\$117.00
Phlebotomist (Blood Draw) Fee	\$22.00
Cardiac Calcium Scoring	\$150.00
Covid-19 Antibody Test	\$100.00