Ebix Insurance No. S200004909

AMENDMENT NO. 2
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. 2) 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);

B. The Agreement was previously amended by Amendment No. 1, dated April 3, 2023, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and

C. The Parties entered into the Agreement as Amended 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 as Amended to extend the term for an additional year through April 30, 2025 for a revised not-to-exceed maximum compensation of Three Hundred Seventy-Seven Thousand Four Hundred Twenty-Seven Dollars ($377,427) and add one additional one-year option to extend the agreement through April 30, 2026, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, 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, 2025. The City reserves the right to extend the Agreement for one (1) additional one-year option through April 30, 2026, subject to the appropriation of funds. The City shall provide notice to Contractor of its exercise of the optional extension in writing.

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 Second Revised Exhibit B1, entitled "SCHEDULE OF FEES" and Second Revised Exhibit B2, entitled "FEE DETAILS." The maximum compensation of this Agreement is set forth in Section 1 of Second Revised Exhibit B1, 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. Revised Exhibit B1 of the Agreement, entitled "SCHEDULE OF FEES", is hereby amended to read as shown in Second Revised Exhibit B1, attached and incorporated into this Amendment No. 2.

4. Revised Exhibit B2 of the Agreement, entitled "FEE DETAILS", is hereby amended to read as shown in Second Revised Exhibit B2, attached and incorporated into this Amendment No. 2.

5. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
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: 3/4/2024
By (Signature): Patricia Johnson
Name: Patricia Johnson
Title: CEO
Principal Place of Business Address: 1011 N. MacDill Avenue
Tampa, FL 33607
Email Address: patricia.johnson@lifescanwellnes.com
Telephone: (813) 876-0625
Fax: (813) 876-0653

"CONTRACTOR"

SECOND 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 Three Hundred Seventy-Seven Thousand Four Hundred Twenty-Seven Dollars ($377,427), 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
AMENDMENT NO. 1	
Year 2 (May 1, 2023 - April 30, 2024)	$ 116,861
AMENDMENT NO. 2	
Year 3 (May 1, 2024 - April 30, 2025)	$ 138,880
TOTAL REVISED COMPENSATION	$ 355,741
Contingency	$ 21,686
TOTAL REVISED NON-TO-EXCEED MAXIMUM COMPENSATION	**$ 377,427**

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. See Revised Exhibit B2 (Fee Details) for specific details of the services included in the Public Safety Annual Physical.

2.2. The City may request optional services specified in Section 2 of Revised Exhibit B2 (Fee Details), at its discretion.

3. OPTION RENEWAL AND PRICING

In the event the City elects to exercise the option, price adjustments may be considered by the City and shall not exceed the Consumer Price Index (CPI) average of the preceding 12 months. All price adjustment requests require City approval.

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.

SECOND REVISED EXHIBIT B2
FEE DETAILS

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

Public Safety Annual Physical	**$896/Each**
Description of Included Services for 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
Fecal Occult for Colon Cancer Screening (Mail in to lab directly by patient)	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
PSA (Prostate cancer marker, Men)	Included
Testosterone (Men)	Included
QuantiFeron TB Blood Test	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

Description of Included Services for Annual Physical	
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

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 Cholinestrese	$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
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