

**AMENDMENT  
OF  
PROFESSIONAL SERVICES AGREEMENT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through its City Manager or designee, and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO an institution of The University of Texas System and an agency of the State of Texas, (hereinafter referred to as “UTHSCSA” or “CONTRACTOR”). City and UTHSCSA may be referred to herein collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**WHEREAS**, the City executed an Agreement with CONTRACTOR pursuant to Ordinance No. 2021-06-17-0446 for CONTRACTOR to conduct genetic sequencing of positive specimens for SARS-CoV-2 to identify other variants; and

**WHEREAS**, the Agreement provides for a term commencing on April 15, 2021 and terminating on March 30, 2022; and

**WHEREAS**, additional funding of the Agreement is needed due to the increasing need to identify SARS-CoV-2 variants in circulation; and

**WHEREAS**, the City now wishes to amend the Agreement to allow for additional services and increase the total compensation; and

**WHEREAS**, it is in the best interest of the City that an amendment of the Agreement now be executed; **NOW THEREFORE:**

City and CONTRACTOR agree to amend the Agreement as follows:

**ARTICLE I.  
AMENDMENTS**

Article IV., “Compensation to Contractor”, Section 4.1 and Section 4.2 are amended to read as follows:

4.1 In consideration of CONTRACTOR’s performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay CONTRACTOR an amount not to exceed FIVE HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED TWELVE DOLLARS AND 00/100THS (\$558,912.00) as total compensation to be paid to CONTRACTOR as follows: City will pay CONTRACTOR for complete NGS service at \$160.00/sample and \$50.00/sample for RT-PCR and extraction only service.

4.2 CONTRACTOR shall submit invoices on a quarterly basis. The invoice shall outline the work completed in accordance with the stated scope of work for the contract term described in Article III. above and the amount due and owing. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing.

**ARTICLE II.**  
**TERMS AND CONDITIONS**

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this amendment.


**EXECUTED** and **AGREED** to on this 11th day of October, 2021. This amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

**THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER  
AT SAN ANTONIO**


  
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Claude A. Jacob (Oct 11, 2021 09:27 EDT)

Claude A. Jacob DrPH(c), MPH  
Health Director  
San Antonio Metropolitan Health District

  
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Digitally signed by Chris G. Green, CPA  
DN: cn=Chris G. Green, CPA, o=UT Health  
San Antonio, ou,  
email=greenc@uthscsa.edu, c=US  
Date: 2021.09.29 17:32:32 -05'00'

Chris G. Green, CPA  
Sr. Director, Sponsor

**APPROVED AS TO FORM:**

  
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Monica Hernandez (Oct 11, 2021 08:21 CDT)

for

City Attorney