

ORDINANCE 2021-11-18-0878

ACCEPTING FUNDS IN AN AMOUNT UP TO \$2,400,000.00 FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) FOR THE COMMUNITY HEALTH WORKERS FOR COVID RESPONSE AND RESILIENT COMMUNITIES GRANT, AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTRACTS RELATED TO THE GRANT DELIVERABLES; RATIFYING AMENDMENTS TO AGREEMENTS RELATED TO THE CITY'S COVID-19 PANDEMIC RESPONSE WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON TO EXTEND THE TERM THROUGH MARCH 31, 2022 AND INCREASE THE AGREEMENT BY \$3,200,000.00 FOR A TOTAL AMOUNT OF \$10,620,704.00 FOR COVID-19 CASE INVESTIGATION AND CONTACT TRACING SERVICES AND WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO TO ADD \$358,912.00 INCREASING THE TOTAL AMOUNT OF THE CONTRACT TO \$558,912.00 FOR COVID-19 VARIANT TESTING; AND AUTHORIZING A PERSONNEL COMPLEMENT OF THIRTY POSITIONS.

* * * * *

WHEREAS, the City of San Antonio began responding to the COVID-19 pandemic in early February 2020; and

WHEREAS, San Antonio, like many other cities across the country, was impacted by the pandemic through an increased unemployment rate, reduction in City revenues, and impacts on certain economic sectors including the hospitality and travel industries; and

WHEREAS, as the public health district for unincorporated Bexar County and the City, the San Antonio Metropolitan Health District (Metro Health) actively addresses the public health functions of policy development, health assessment, and health assurance; and

WHEREAS, to carry out these responsibilities, Metro Health operates evidenced based programs in various settings throughout the County and provides programs to improve and protect the overall health of City residents and visitors; and

WHEREAS, through various funding streams, Metro Health provides preventive health services, community education, environmental monitoring, emergency preparedness, disease control, supplemental nutrition programs, dental health, and clinical services to prevent communicable diseases; and

WHEREAS, Metro Health staff have been instrumental in the local effort to address the COVID-19 pandemic for more than a year; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES) Act of 2020 allocated funds to the CDC, to States, localities, territories, tribes, tribal organizations, urban Indian health organizations, or health service providers to tribes; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) announced the availability of funds to achieve the goal of the CARES Act in preventing COVID-19 and protecting the American people from related public health impacts; and

WHEREAS, the Community Health Workers for COVID Response and Resilient Communities grant (COVID-19 CHW grant) is funding allocated by the CARES Act; and

WHEREAS, on May 23, 2021, Metro Health applied to the CDC for the COVID-19 CHW grant; and

WHEREAS, this funding opportunity supports efforts in preventing COVID-19 through training and deployment of Community Health Workers (CHWs) to build and strengthen community resilience by addressing health disparities; and

WHEREAS, a total of 9 full-time positions will be added as part of Metro Health's Community Health and Safety Division; and

WHEREAS, also as part of the COVID-19 CHW grant, this ordinance authorizes agreements with the University of Texas Health Science Center at San Antonio, the Alamo Community Colleges District's Northwest Vista College and with the San Antonio Area Foundation to provide services related to the deliverables of the grant award; and

WHEREAS, on June 17, 2021, through Ordinance 2021-06-17-0446, City Council authorized acceptance of the CDC COVID-19 Health Disparities grant funds in the amount of \$26,596,171.00 and authorized certain agreements funded by the grant; and

WHEREAS, this action will approve an initial personnel complement of 21 full-time positions for Metro Health's CDC COVID-19 Health Disparities grant; and

WHEREAS, on June 15, 2020, the City executed a Professional Services Agreement with the University of Texas Health Science Center at Houston (UTHSCH) to provide COVID-19 case investigation and contact tracing services for San Antonio and Bexar County by recruiting, training and deploying COVID-19 case investigators and contact tracers; and

WHEREAS, this action ratifies the execution of an amendment to the agreement with UTHSCH to extend the term of the agreement through March 31, 2022 and add up to \$3,200,000.00 to continue contact tracing services imperative to the COVID-19 pandemic response increasing the cumulative amount of the contract to \$10,620,704.00; and

WHEREAS, on July 7, 2021, the City executed a Professional Services Agreement with the University of Texas Health Science Center at San Antonio (UTHSCSA) to establish Next Generation Sequencing (NGS) capability to identify SARS-CoV-2 variants in circulation; and

WHEREAS, this action ratifies the execution of an amendment to the agreement with UTHSCSA to add up to \$358,912.00 increasing the cumulative amount of the contract to \$558,912.00 for the term ending March 30, 2022 to continue variant sequencing services imperative to the COVID-19 pandemic response;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is hereby authorized to accept grant funds in the amount not to exceed \$2,400,000.00 from the Centers for Disease Control and Prevention (CDC) through CARES Act funding, for the Community Health Workers for COVID Response and Resilient Communities Grant for a term beginning August 31, 2021 and ending August 30, 2022.

SECTION 2. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is further authorized to initiate, negotiate, and execute any and all necessary documents and a grant contract to effectuate the acceptance of the grant funds referenced in Section 1 of this ordinance and to execute contract amendments pertaining to this contract in the following circumstances: a) line item budget revisions authorized by the funding agency; b) modifications to the performance measures authorized by the funding agency and listed in the contract so long as the terms of the amendment stay within the general parameters of the grant's intention; c) changes in state or federal regulations mandated by the funding agency; and d) carry-over funds, when ascertained and approved by the funding agency through a revised notice of award; and e) amendments which will provide supplemental grant funds to a grant by the funding agency in an amount up to 20% of the total amount initially awarded to the grant.

SECTION 3. Upon acceptance of this award, new funds and internal order numbers will be created, upon which the award amount not to exceed \$2,400,000.00 will be appropriated from CDC. The budget, which is attached hereto and incorporated herein for all purposes as **Attachment I**, is approved and adopted for entry in the City books.

SECTION 4. The personnel complement of nine (9) positions for the grant referenced in Section 1 of this ordinance, which is attached hereto and incorporated herein for all purposes as **Attachment I**, is hereby approved.

SECTION 5. The City Manager or designee or the Director of the San Antonio Metropolitan Health District or designee is authorized to negotiate and execute as part of the CDC's Community Health Workers for COVID Response and Resilient Communities grant agreements with the following related to the grant deliverables and to incorporate as attachments, project-specific scopes of work, performance measures, budgets and other items necessary to carry out the terms of the agreements:

- i. An agreement with the University of Texas Health Science Center at San Antonio for program evaluation services in the amount up to \$240,000.00.
- ii. An agreement with the University of Texas Health Science Center at San Antonio for Community Health Clubs in the amount up to \$432,692.00.

- iii. An agreement with Alamo Community Colleges District's Northwest Vista College to support the formal training of staff and community members through the Community Health Worker Level 1 Certificate Program in the amount up to \$43,000.00.
- iv. An agreement with the San Antonio Area Foundation to administer mini grant funding for community-based organizations to deploy community health workers in an amount up to \$300,000.00.

SECTION 6. The initial personnel complement of twenty one (21) positions for the previously accepted National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (Health Disparities) grant which is attached hereto and incorporated herein for all purposes as **Attachment II** is hereby approved.

SECTION 7. The execution of the amendment with University of Texas Health Science Center at Houston to continue to provide case investigation and contact tracing services for a term ending March 31, 2022 and adding \$3,200,000.00 increasing the cumulative amount of the contract to \$10,620,704.00 is hereby ratified. A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment III**. This Ordinance authorizes funding for the amendment to an agreement with University of Texas Health Science Center at Houston to continue to provide case investigation and contact tracing services for a term ending March 31, 2022 and includes an additional \$3,200,000.00 which will increase the cumulative amount of the contract to \$10,620,704.00. Funding is provided and budgeted in the Health Disparities grant fund and the Health Implementation Plan.

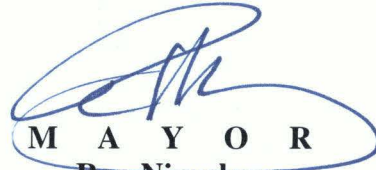
SECTION 8. The execution of the amendment with University of Texas Health Science Center at San Antonio to provide COVID-19 variant testing services for a term ending March 30, 2022 and adding \$358,912.00 increasing the cumulative amount of the contract to \$558,912.00 is hereby ratified. A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment IV**. This Ordinance authorizes funding for the amendment to an agreement with University of Texas Health Science Center at San Antonio to continue to provide COVID-19 variant testing services for a term ending March 30, 2022 and includes an additional \$358,912.00 which will increase the cumulative amount of the contract to \$558,912.00. Funding is provided and budgeted in the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant fund.

SECTION 9. This Ordinance authorizes the expenditure, reimbursement, and allocation of funds, and authorizes the City Manager to negotiate and execute any necessary agreements in accordance with federal grant criteria for the purpose of implementing the programs and priorities identified in this memorandum.

SECTION 10. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 11. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 18th day of November, 2021.

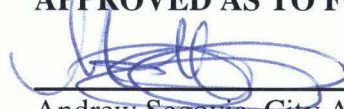

M A Y O R
Ron Nirenberg


ATTEST:



Debbie Racca-Sittre, Acting City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney 



City of San Antonio

City Council Meeting November 18, 2021

33.

2021-11-18-0878

Ordinance accepting up to \$2,400,000 from the Centers for Disease Control for the Community Health Workers for COVID Response and Resilient Communities Grant; approving associated contracts; ratifying amendments to agreements with the University of Texas Health Science Center at Houston (\$3,200,000) for COVID case investigation, contact tracing services and UTHSC-SA (\$558,912) for COVID variant testing; and approving a personnel complement of 30 positions. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Cabello Havrda seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Courage, Perry

Absent: Sandoval, Pelaez

Attachment I

Grant Name: Community Health Workers for COVID Response and Resilient Communities Grant,
 CHW Grant
 Funding Agency: Centers for Disease Control and Prevention
 Grant period: August 31, 2021 - August 30, 2022
 Internal Order: 136000001800
 Grant Contract #
 GM # FD36000072
 Ordinance #

GL	BUDGET
ESTIMATED REVENUES	
4501000 Grants Revenue	\$ 2,400,000
Total Estimated Revenues	\$ 2,400,000

APPROPRIATIONS		
1	5101010 Regular Salaries	\$ 443,701
1	5101020 Overtime Salaries	
1	5101050 Language Skill Pay	1,800
1	5101070 Retiree Payout Sal	
2	5103005 FICA & Medicare Exp	34,081
2	5103010 Life Insurance	445
1	5103035 Personal Leave Buy Back	
1	5103056 Transportation Allowance - Parking	
2	5105010 Retirement Exp - TMRS	55,019
2	5170040 CivIn Actv Healthcr	70,092
6	5201025 Education - Classes	31,000
5	5201040 Fees to Professional Contactors	1,015,692
5	5202010 Temporary Services	
6	5202025 Other Contractual Services	19,500
6	5203040 Advertising & Publications	272,906
6	5203050 Membership Dues	
6	5203060 Binding & Printing	1,300
3	5203090 Transportation Fees	2,419
4	5205020 Rental of Office Equipment	
6	5206010 Rental of Facilities	257,202
3	5207010 Travel-Official	
4	5302010 Office Supplies	456
6	5304010 Food	
4	5304040 Chems Meds Drugs	
4	5304050 Tools & Apparatus	
6	5304075 Computer Software	
6	5304080 Other Commodities	
6	5403040 Cellular Phone Service	5,400
6	5403510 Wireless Data Communications	
8	5406530 Indirect Costs	164,537
6	5403545 DW Other	6,000
7	5501055 Cap<5000 Equipment	
4	5501000 Cap<5000 Computer Equipment	18,450
4	5501065 Furniture & Fixtures	
Total Appropriations		\$ 2,400,000
		(0)

Category	Budget
1 Personnel	\$ 445,501
2 Fringe	159,637
3 Travel	2,419
4 Supplies	18,906
5 Contractual	1,015,692
6 Other	593,308
7 Equipment	-
TOTAL DIRECT	\$ 2,235,463
8 Indirect	164,537
TOTAL	\$ 2,400,000

Personnel Complement	FY22
Health Program Manager	1
Senior Management Analyst	2
Management Analyst	1
Epidemiologist	1
Health Program Specialist II	1
Community Health Worker	3
Total	9

Attachment II

Attachment II
Centers for Disease Control and Prevention
National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved,
Including Racial and Ethnic Minority Populations and Rural Communities Grant
Initial Personnel Complement

Positions:	# Positions
Administrative Assistant II	2
Contract Coordinator	1
Fiscal Analyst	3
Health Program Specialist I	1
Health Program Specialist II	1
IT Solutions Lead	1
Management Analyst	2
Project Manager	1
Public Health Administrator	3
Senior Management Analyst	4
Senior Management Coordinator	1
Special Projects Manager	1
Total	21

Attachment III

**AMENDMENT THREE TO PROFESSIONAL SERVICES AGREEMENT
FOR
COVID-19 CASE INVESTIGATION/CONTACT TRACING SERVICES**

**STATE OF TEXAS §
COUNTY OF BEXAR §**

This amendment to the Professional Services Agreement, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and the University of Texas Health Science Center at Houston, a member institution of The University of Texas System ("System"), located at 7000 Fannin, UCT1006, Houston, Texas 77030, on behalf of its School of Public Health ("Institution"), both of which may be referred to in this Amendment collectively as the "Parties."

WHEREAS, the City executed a Professional Services Agreement ("Agreement") with Institution for Institution to recruit, train, and deploy COVID-19 case investigators and contact tracers during the COVID-19 public health emergency; and

WHEREAS, the Agreement provided for a term beginning June 15, 2020 and ending December 30, 2020; and

WHEREAS, due to the continued COVID-19 public health emergency, the Parties through an amendment executed on December 7, 2020 extended the term of the Agreement through June 30, 2021, amended the scope of services and increased the total compensation for the provision of additional services under the Agreement; and

WHEREAS, the City received funds from the Department of Health and Human Services, Centers for Disease Control and Prevention for a COVID-19 Health Disparities Grant ("Grant") as part of the American Rescue Plan Act; and

WHEREAS, the Parties executed Amendment #2 on June 29, 2021 which extended the Agreement through September 30, 2021 and amended the compensation to add funding from Grant funds for services provided by Institution during the period of the extension through September 30, 2021; and

WHEREAS, due to the need in services as a result of the continuing COVID-19 pandemic, the City again wishes to extend the Agreement, amend the scope of services to provide for additional services and amend to increase the compensation with additional funding from the COVID-19 Health Disparities Grant and City general funding through the Health Implementation Plan; and

WHEREAS, the Parties mutually agree to amend the Agreement to extend the term through March 31, 2022, increase the compensation of the Agreement and amend the scope of services for the provision of additional services during the extension period of October 1, 2021 through March 31, 2022; **NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

I. AMENDMENTS

A. Article II. Term, section 2.1, of the Agreement is hereby amended to read as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall start on June 15, 2020 and terminate on March 31, 2022.

B. Article III. Scope of Services, section 3.1.1 is hereby amended as follows: For the period of October 1, 2021 through March 31, 2022, Institution shall provide the services set out in **Attachment I-Statement of Work** which is attached hereto and incorporated by reference for all purposes. The terms and conditions of the attached **Statement of Work** shall replace the previous **Attachment I** referenced in section 3.1.1 for the extension period of October 1, 2021 through March 31, 2022.

C. Article IV. Compensation to Institution, is hereby amended to read as follows:

4.1 In consideration of Institution'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 Institution an amount not to exceed TEN MILLION SIX HUNDRED TWENTY THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$10,620,704.00) as total compensation to be paid to Institution in the manner set forth in Section 4.2.

Funding Breakdown:

CARES Act Funding: June 15, 2020 through December 30, 2020- \$3,050,000.00

General Fund: December 31, 2020 through June 30, 2021- \$3,550,000.00

Health Disparities Grant funded through the American Rescue Plan Act (Assistance Listing Number 93.391): July 1, 2021 through December 31, 2021 - \$1,620,704.00 (up to 50 FTE's)

Health Implementation Plan: October 1, 2021 through December 31, 2021 - \$800,000.00 (51 -100 FTE's if needed)

Health Implementation Plan: January 1, 2022 through March 31, 2022 - \$800,000.00 (up to 50 FTE's) and an additional \$800,000.00 (51-100 FTE's if needed)

D. Article IV. Compensation to Contractor, section 4.2 is hereby amended as follows:

For the period of October 1, 2021 through March 31, 2022 the terms and conditions of the budget set out in **Attachment II** which is attached hereto and incorporated by reference for all purposes shall replace the previous **Attachment II** budget attachment referenced in section 4.2.

E. Article XXI. Compliance, of the Agreement is hereby amended to reflect the addition of section 21.4 as follows:

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Dedrick Muhammad, Grants Management Specialist
Centers for Disease Control and Prevention
Global Health Services Branch
2939 Flowers Road
Atlanta, GA 30341
Email: qtm2@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Agreement, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Agreement, and any renewals and extensions thereof.

III. ENTIRE AGREEMENT

This Agreement, as amended, embodies the complete agreement of the Parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

Claude A. Jacob

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

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

Valerie Bomben

Valerie Bomben
Director, Sponsored Contracts
Sponsored Projects Administration

Sep 29, 2021

Date

9/23/2021

Date

APPROVED AS TO FORM:

Andrew Segovia

for

Andrew Segovia
City Attorney

ATTACHMENT I- STATEMENT OF WORK
Case Investigation/Contact Tracing Scope of
Work

Metro Health/City of San Antonio will contract with Institution through UTHealth School of Public Health—San Antonio (SPH) to recruit, train, and deploy COVID-19 case investigators and contact tracers in the City of San Antonio and Bexar County.

Institution will be responsible for all training. Metro Health will also transfer case investigation and contact tracer data securely to Institution via Texas Health Trace.

The data belongs to Metro Health. Any analysis or use of the data is prohibited without prior authorization from Metro Health.

Institution Duties

Institution will recruit, hire, and train up to 100 full time individuals to conduct case investigations, contact tracing, and follow-up direct referral and linkages with service providers as directed by the need of Metro Health. Store data securely. Submit user access requests through email to Metro Health to submit to the State for access to Texas Health Trace prior to employee start date. Submit user access request through email to activate or deactivate employees in COSA environment and Texas Health Trace at minimum of one day prior to employee end date

Case Investigation and Contact Tracing:

Institution will perform the following duties:

- Hire and train supervisors.
- Conduct investigation of assigned positive COVID-19 cases utilizing the State System, Texas Health Trace and refer individuals to 311 that identify having a social need.
- Provide information about donating plasma and obtain verbal consent to provide contact information to South Texas Blood and Tissue Center
- Perform source investigation (or backward contact tracing) to identify additional potential sources of infection
- Initial attempts to contact are to be made within 24 hours of receiving the information.
- Complete at a minimum of four (4) to eight (8) case investigations per full time staff member for each eight (8) hour shift and two (2) to four (4) case investigations for each part time staff member
- Enter case investigation data and list of contacts identified as part of the case investigation into the State System, Texas Health Trace
- Document attempts and attempt to contact at least 3 times on three consecutive days and different times throughout the day before closing out the file as not able to reach (unless there is need to triage to fewer calls per CDC guidelines or instruction from Metro Health)
- Notify close contacts of their COVID-19 exposure
- Provide close contacts with public health recommendations, including:
 - Appropriate quarantine measures based on their living arrangements
 - Overview of signs/symptoms to monitor
 - Guidance on what close contacts should do if they develop COVID-19

signs/symptoms

- General disease control measures (handwashing, masking, social distancing)
- Enter contact tracing data into the State System, Texas Health Trace
- Weekly reporting of outcomes of case investigations and contact tracing to be sent by 6:00 PM each week on Tuesday evenings to the Metro Health POC with the data elements specified by Metro Health and support documentation to validate.
- Performance Measures:
 - First attempt to call 85% of their capacity within the first 24 hours for cases
 - First attempt to call 80% of their capacity within the first 24 hours for contacts

ATTACHMENT 2- BUDGET

IDC Rate: **10.00%**
 Inflation Rate:
 NIH Salary CAP: **199,300**
 Due Date:

Proposed Title: **Contact Tracer Contract**
Project Period: **10/1/21 - 12/31/21**
Agency: **City of San Antonio**
RFA/FON #: **N/A**

[illegible]

Attachment IV

**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

Claude A. Jacob

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

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

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

Chris G. Green

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:

Monica Hernandez

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

for

City Attorney