

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT WITH
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO**

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, pursuant to Ordinance No. _____ passed and approved on _____, 2014, and the University of Texas Health Science at San Antonio (hereinafter referred to as "UTHSCSA") acting by and through its designated representative.

WHEREAS, on September 1, 2013, CITY and UTHSCSA entered into a Professional Services Agreement for the provision of dental health services to children; and

WHEREAS, the CITY does not have the capacity or resources to meet the demand for dental services for children that require comprehensive dental treatment; and

WHEREAS, recently additional grant funds became available through the Texas Department of State Health Services for dental health programs already receiving Title V Child Dental Health grant funding; and

WHEREAS, the governing bodies of the Parties believe it is in the best interests of the Parties, to increase the compensation of the Agreement in order to increase the service capacity to meet the demand for dental services for children that require comprehensive dental treatment; and

WHEREAS, the Parties now wish to amend the Professional Services Agreement to increase the compensation;

NOW THEREFORE, the parties agree as follows:

City and UTHSCSA agree to amend the Agreement as follows:

1. Article V, "UTHSCSA's Services," section 5.2 is hereby amended to read as follows:

5.2 UTHSCSA understands and agrees that the services to be provided under this agreement are expected to have a total value of \$252,000.00, but that the cumulative total for all invoices presented by UTHSCSA under this Agreement shall not exceed a total amount of \$201,600.00.

2. Article VI, "Consideration" section 6.1 is hereby amended to read as follows:

6.1 In consideration of UTHSCSA's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services, activities, duties and responsibilities set forth in this agreement, CITY agrees to pay UTHSCSA as set out below:

6.1.1 CITY shall pay an amount up to a maximum of \$201,600.00.

6.1.2 The maximum amount to be paid by CITY and the cumulative total of all invoices from UTHSCSA shall not exceed the amount of \$201,600.00 (TWO HUNDRED AND ONE THOUSAND SIX HUNDRED DOLLARS).

Executed this the _____ day of _____, 2014.

CITY OF SAN ANTONIO

Thomas Schlenker, M.D., M.P.H.
Director, San Antonio Metropolitan
Health District

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO
[vendor id no. 1018367]

William W. Dodge, D.D.S.,
Dean, UTHSCSA Dental School

APPROVED AS TO FORM:

Robert F. Greenblum
City Attorney

Gary F. Guest, D.D.S.
Interim Associate Dean for Patient Care
UTHSCSA Dental School

Kevin Donly, D.D.S., M.S.
Chair, Department of Developmental Dentistry
UTHSCSA Dental School

Andrea M. Marks, M.B.A., C.P.A.
Vice President and Chief Financial Officer
UTHSCSA