

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

**THIRD AMENDMENT TO AGREEMENT FOR LABORATORY SERVICES BETWEEN  
 FORT BEND COUNTY AND BAYLOR MIRACA GENETICS LABORATORIES**

**THIS THIRD AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Baylor Miraca Genetics Laboratories, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the Parties executed and accepted that certain Baylor Miraca Genetics Laboratories, LLC Laboratory Services Agreement on or about July 23, 2020 pursuant to execution by the Fort Bend County Judge as Emergency Management Director and amended by vote of Commissioners Court on or about January 12, 2021 (both documents incorpo WHEREAS, the Texas County Purchasing Act, §262.024 (2) of the Texas Local Govt. Code, exempts from competitive bidding contracts that are necessary to preserve or protect the public health or safety of the residents of the county;

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement has been and is one for public health and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the Parties desire to extend the term of the Agreement in order to continue services.

**NOW, THEREFORE**, the Parties do mutually agree as follows:

1. The Agreement is hereby renewed; effective as of October 1, 2021 and shall terminate on December 31, 2022 unless terminated sooner as provided for in the Agreement. Terms, conditions, pricing, additional renewal periods and termination shall remain the same, except as noted herein.

2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed **\$1,450,000.00**, calculated as follows:

Under the original Agreement:	\$100,000.00
Under the First Amendment, an additional:	\$400,000.00
Under the Second Amendment, an additional:	\$200,000.00
With additional certifications by County Auditor:	\$200,000.00 thru March 2021 \$200,000.00 thru April 2021 \$200,000.00 thru November 16, 2021
Under this 3 <sup>rd</sup> Amendment	\$150,000.00
<b>TOTAL of all funds:</b>	<b>\$1,450,000.00</b>

3. In no case shall the amount paid by County for all Services under the Agreement and all Amendments exceed the Maximum Compensation, which shall no longer be increased by Auditor certification alone. Additional increases shall require an agreement/written amendment executed by the Parties.
4. In the event of conflict, the most recently executed document shall prevail with regard to the conflict.
5. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY



County Judge KP George

KP George, County Judge

BAYLOR MIRACA GENETICS  
LABORATORIES, LLC

Kengo  
Takishima

Digitally signed by Kengo Takishima  
DN: cn=Kengo Takishima, o=Baylor  
Genetics, ou=President & CEO,  
email=ktakishima@baylorgenetics.com,  
c=US  
Date: 2022.03.30 12:01:10 -0500

Authorized Agent

April 5, 2022

Date



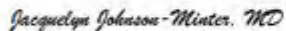
Date

ATTEST:



Laura Richard, County Clerk

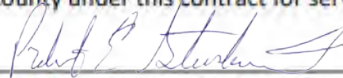
Reviewed by:



Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH  
Director of Health and Human Services

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,450,000.00 to accomplish and pay the obligation of Fort Bend County under this contract for services.



Robert Ed Sturdivant, County Auditor

April 5, 2022

Date

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Baylor Miraca Genetics Laboratories  
Houston, TX United States

**Certificate Number:**  
2022-866864

**Date Filed:**  
03/30/2022

**Date Acknowledged:**  
04/05/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

20-HHS-500135-A3  
COVID-19 Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baylor College of Medicine	Houston, TX United States	X	
	Eng, Christine	houston, TX United States	X	
	Dickinson, Mary	Houston, TX United States	X	
	Takishima, Kengo	Tokyo Tokyo Japan	X	
	Lee, Brendan	Houston, TX United States	X	
	Lash, Richard	Irving, TX United States	X	
	Kitamura, Naoki	Tokyo Tokyo Japan	X	
	H.U. Group	Tokyo Japan Japan	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)