

**AMENDMENT OF THE PROFESSIONAL SERVICES
AGREEMENT**

This Amendment of the Professional Services Agreement (“Agreement”) is entered into by and between the City of San Antonio (“City”), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (“Metro Health”), and Bexar County Hospital District d/b/a University Health (“Contractor”) both of which may be hereinafter collectively referred to 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, through Ordinance No. 2021-04-29-0286, passed and approved on April 29, 2021, City Council authorized the execution of an Agreement with Contractor for a term that commenced on April 1, 2021 and terminates on September 30, 2021 for Contractor to provide behavioral mental health counseling services for the City’s Medicaid 1115 Waiver Program; and

WHEREAS, said Agreement provided that at City’s option the Agreement could be renewed for three additional renewal terms; and

WHEREAS, due to a continued need in services, consistent with the terms of the Agreement, the Parties executed three renewals for terms covering October 1, 2021 through September 30, 2022, October 1, 2022 through September 30, 2023 and October 1, 2023 through March 31, 2024; and

WHEREAS, due to a continued need for these services and additional reporting requirements the City wishes to amend the Agreement to extend renewal 3 through September 30, 2024, amend the compensation to increase the total compensation during renewal 3 for additional services, increase the rate per counseling session during renewal 3, and amend the scope of services during renewal 3 to include additional reporting requirements; and

WHEREAS, the Parties agree to amend the term of renewal 3 of the Agreement to extend the Agreement through September 30, 2024, amend the scope of services and the compensation for Contractor to provide the same level of services as renewal 1 and 2 during renewal 3 period of October 1, 2023 through September 30, 2024; **NOW THEREFORE:**

I. AMENDMENTS

1. Article II, “Term” section 2.2 is amended to extend renewal 3 through September 30, 2024 and read as follows:

2.2 The City shall have the option to renew and extend the term of this Agreement for three periods, with each period being as follows:

Renewal 1 dates: October 1, 2021-September 30, 2022

Renewal 2 dates: October 1, 2022-September 30, 2023

Renewal 3 dates: October 1, 2023-September 30, 2024

If City exercises its option to renew this Agreement, the scope and compensation shall be as set out in Article II and III. Renewals shall be in writing and signed by the Director, or designee, without further action by the San Antonio City Council.

2. Article III, "Scope of Services" section 3.2.f is amended to add additional reporting requirements and read as follows:

f) By the 7th day of each month, provide a monthly report to City on teenagers receiving counseling services under this Agreement. Information in the reports shall include:

- i. An identification number;
- ii. Name, date of birth, address, zip code, number of people in household, phone number;
- iii. Race, ethnicity, gender identity, languages spoken at home;
- iv. Grade, campus, if enrolled in school, free lunch status;
- v. Dates of counseling sessions;
- vi. Number of children, type of contraceptive method;
- vii. Insurance status (Medicaid, CHIP, Uninsured, Private Insurance);
- viii. Mental health diagnosis;
- ix. Employment status, yearly household income; and
- x. Special population(s): disabled, without housing, formerly incarcerated.

Contractor shall ensure needed consents are executed.

3. Article III, "Scope of Services" section 3.4 is amended to reflect renewal 3 with the same level of services as renewal 1 and 2 and read as follows:

3.4 During renewal term 3 set out in section 2.2, Contractor shall provide the scope of work as set out in section 3.2 above, except that the Contractor shall provide a minimum of 1,000 individual behavioral, mental health counseling sessions to teenagers.

4. Article IV, "Compensation" section 4.5 is amended to increase the total compensation and increase the rate per counseling session during renewal 3 (October 1, 2023 through September 30, 2024) and read as follows:

4.5 During renewal 3, City agrees to pay Contractor a total amount not to exceed \$92,500.00. Contractor will invoice City \$92.50 per counseling session based on the schedule below.

1st Quarter Invoice Period (Oct - Dec) - Due January 7th

2nd Quarter Invoice Period (Jan - March) - Due April 7th
3rd Quarter Invoice Period (April - June) - Due July 7th
4th Quarter Invoice Period (July - Sept) - Due October 7th

II. TERMS AND CONDITIONS

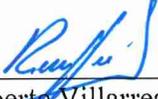
All other terms, conditions, covenants and provisions of the Agreement approved through Ordinance No. 2021-04-29-0286, are hereby in effect, renewed and extended, save and except those terms which the Parties have amended.

EXECUTED and AGREED to on this _____ day of _____, 2024. 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

BEXAR COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY HEALTH

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



Roberto Villarreal, MD, MPH
Chief of Public Health,
Innovation and Equity Officer

Date: _____

Date: 01-17-2024

Approved as to Form:

City Attorney

APPROVED AS TO FORM

GRISelda SÁNCHEZ
ASSOCIATE GENERAL COUNSEL
UNIVERSITY HEALTH