

**FIRST AMENDMENT  
OF  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
WELLNESS MEDICAL OVERSIGHT & STAFFING FOR  
THE SAN ANTONIO FIRE DEPARTMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

This *First Amendment of the Professional Services Agreement* (“Amendment”) is made and entered into by and between the **City of San Antonio**, a Texas Municipal Corporation acting by and through its Deputy City Manager or designee, (hereinafter referred to as “City”), pursuant to Ordinance No. 2024-\_\_\_\_-\_\_\_\_-\_\_\_\_\_ passed and approved on the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) and **David A. Marks, MD** (hereinafter referred to as “Contractor”). City and Contractor are sometimes hereafter 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**, pursuant to Ordinance No. 2023-09-14-0637, City and Contractor entered into a Professional Services Agreement, for Contractor to provide medical oversight to the San Antonio Fire Department’s Health and Wellness Program for the City for a term that began on September 15, 2023, and ends on September 30, 2026, with two additional, one-year options for the City to renew (the “Contract”); and

**WHEREAS**, the Parties mutually agree and desire to add one additional full-time psychiatric mental health nurse practitioner at the same contract rates for onsite nurse practitioners for a one year period, which is approximately four months in Year 1 (City’s FY 2024) and eight months in Year 2 (City’s FY 2025); **NOW, THEREFORE:**

City and Contractor agree to amend the Agreement as follows:

**ARTICLE I**  
**AMENDMENTS**

**1.01 For a one-year period beginning upon City Council approval, Article III, "Scope of Services", Section 3.3 Onsite Nurse Practitioners, is hereby revised as follows:**

3.3 Onsite Nurse Practitioners. CONTRACTOR shall provide three (3) Nurse Practitioners (NPs), including one (1) psychiatric mental health NP, licensed in the State of Texas, as approved by the CITY, onsite at the San Antonio Fire Department Wellness Center, for 40 hours a week per NP, Monday through Friday, 07:45 AM to 04:30 PM, unless otherwise determined in conjunction with the SAFD Wellness Manager.

a) NPs see an average of 50 patients a week; 25 per NP.

Specific duties and responsibilities for the Nurse Practitioners under the contract shall include:

b) Collecting, conducting and interpreting laboratory and radiology studies; conducting and interpreting ultrasounds; conducting and interpreting spirometry, hearing, and vision testing; conducting treadmill electrocardiogram and physical examination in accordance with the SAFD Medical Assessment Policy.

c) Providing in-depth health counseling and guidance in the prevention of disease and the maintenance of health.

d) Examining, evaluating, and treating individuals using professional medical procedures.

- e) Assessing the physical, social and mental health needs of individuals and interpreting the information collected to define and implement a health care plan.
- f) Working with other health care providers and community agencies to coordinate services and promote a comprehensive system of health care delivery.
- g) Performing physical assessment of patients.
- h) Coordinating patient care and follow-up and or referrals.
- i) Maintaining accurate and current records.
- j) Providing case management of uniform employees.
- k) Performing related duties and fulfill responsibilities as required.

**1.02 Upon completion of the one-year period above in section 1.02, Article III, "Scope of Services", Section 3.3 Onsite Nurse Practitioners, shall revert back to two (2) Nurse Practitioners and is revised as follows:**

3.3 Onsite Nurse Practitioners. CONTRACTOR shall provide two (2) Nurse Practitioners (NPs), licensed in the State of Texas, as approved by the CITY, onsite at the San Antonio Fire Department Wellness Center, for 40 hours a week per NP, Monday through Friday, 07:45 AM to 04:30 PM, unless otherwise determined in conjunction with the SAFD Wellness Manager.

- a) NPs see an average of 50 patients a week; 25 per NP.

Specific duties and responsibilities for the Nurse Practitioners under the contract shall include:

- b) Collecting, conducting and interpreting laboratory and radiology studies; conducting and interpreting ultrasounds; conducting and interpreting spirometry, hearing, and vision testing; conducting treadmill electrocardiogram and physical examination in accordance with the SAFD Medical Assessment Policy.
- c) Providing in-depth health counseling and guidance in the prevention of disease and the maintenance of health.
- d) Examining, evaluating, and treating individuals using professional medical procedures.
- e) Assessing the physical, social and mental health needs of individuals and interpreting the information collected to define and implement a health care plan.
- f) Working with other health care providers and community agencies to coordinate services and promote a comprehensive system of health care delivery.
- g) Performing physical assessment of patients.
- h) Coordinating patient care and follow-up and or referrals.
- i) Maintaining accurate and current records.
- j) Providing case management of uniform employees.
- k) Performing related duties and fulfill responsibilities as required.

**1.03     Article IV, "Fees and Payment Terms", Section 4.1, is hereby revised as follows:**

- 4.1     In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by Fire Chief, of all services and activities set forth in this Agreement, CITY agrees to pay CONTRACTOR the Monthly/Hourly Rates indicated below. **Payment by City shall be based on the actual hours provided by CONTRACTOR.** These rates shall constitute full and complete payment for all services to be performed by CONTRACTOR under this Contract and shall be paid as follows:

	<b>Rate</b>	<b>Estimated Annual Quantity</b>	<b>Estimated Annual Cost</b>
<b>Year 1: October 1, 2023 to September 30, 2024</b>			
Base Cost	\$3,200 per Month	12	\$38,400.00
Onsite Nurse Practitioner 1	\$68.00 per Hour	2,080	\$141,440.00
Onsite Nurse Practitioner 2	\$68.00 per Hour	2,080	\$141,440.00
Onsite Nurse Practitioner 3	\$68.00 per Hour	694	\$47,192.00
			<b>\$368,472.00</b>
<b>Year 2: October 1, 2024 to September 30, 2025</b>			
Base Cost	\$3,200 per Month	12	\$38,400.00
Onsite Nurse Practitioner 1	\$69.00 per Hour	2,080	\$143,520.00
Onsite Nurse Practitioner 2	\$69.00 per Hour	2,080	\$143,520.00
Onsite Nurse Practitioner 3	\$69.00 per Hour	1,386	\$95,634.00
			<b>\$421,074.00</b>
<b>Year 3: October 1, 2025 to September 30, 2026</b>			
Base Cost	\$3,200 per Month	12	\$38,400.00
Onsite Nurse Practitioner 1	\$70.00 per Hour	2,080	\$145,600.00
Onsite Nurse Practitioner 2	\$70.00 per Hour	2,080	\$145,600.00
			<b>\$329,600.00</b>
<b>(Renewal Option) Year 4: October 1, 2026 to September 30, 2027</b>			
Base Cost	\$3,200 per Month	12	\$38,400.00
Onsite Nurse Practitioner 1	\$71.00 per Hour	2,080	\$147,680.00
Onsite Nurse Practitioner 2	\$71.00 per Hour	2,080	\$147,680.00
			<b>\$333,760.00</b>
<b>(Renewal Option) Year 5: October 1, 2027 to September 30, 2028</b>			
Base Cost	\$3,200 per Month	12	\$38,400.00
Onsite Nurse Practitioner 1	\$72.00 per Hour	2,080	\$149,760.00
Onsite Nurse Practitioner 2	\$72.00 per Hour	2,080	\$149,760.00
			<b>\$337,920.00</b>

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

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

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

**DAVID A. MARKS, MD**



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Printed Name:

\_\_\_\_\_  
Maria Villagomez

Title:

\_\_\_\_\_  
Deputy City Manager

Date:

\_\_\_\_\_

Date:

4/29/2024

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney