

**AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT**

This Renewal of the Professional Services Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its City Manager or designee, pursuant to Ordinance No. 2022-01-27-0042 passed and approved on January 27, 2022 and Fiesta Youth (hereinafter referred to as “CONTRACTOR”), is as follows:

WHEREAS, the San Antonio Metropolitan Health District (Metro Health) accepted grant funds from the DSHS for the “Ending the HIV Epidemic Grant” which funds this Agreement and is made in accordance with awards by the Centers for Disease Control and Prevention (Federal Award Identification number NU62PS92459, CFDA #93.940).; and

WHEREAS, through Ordinance No. 2022-01-27-0042 passed and approved on January 27, 2022, City Council authorized the execution of an Agreement (“Agreement”) with Contractor for the provision of education, testing, and outreach services related to HIV prevention by Contractor; and

WHEREAS, said Agreement provided for an initial term expiring on July 31, 2022 with the option to renew for one, one-year terms set out in the Ordinance, subject to mutual agreement of the parties; and

WHEREAS, the parties mutually agreed to a renewal and extension of the initial term of the Agreement from August 1, 2022 to July 31, 2023; and

WHEREAS; in the renewal term Metro Health wishes to expand the services offered by Contractor to align with Metro Health’s goals for the second year of the program; and

WHEREAS, the parties wish to amend this Agreement to amend the scope of services to expand services offered; **NOW THEREFORE**:

I. Amendment

Article III of the Agreement is hereby amended to read as follows:

3.1 CONTRACTOR agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 In alignment with the Ending the HIV Epidemic Grant program, CONTRACTOR shall provide the following services:

- A. Conduct monthly classes on Sexual Health and HIV/AIDS based on the 4 topics listed below.
 - i. What is HIV/AIDS and how do we beat the stigma around it?
 - ii. History of HIV/AIDS discrimination and how it has affected our community.

- iii. HIV stigma in the BIPOC communities.
 - iv. HIV/AIDS rates among LGBTQ+ youth.
 - a. Monthly classes shall be held at an ISD, either in person or virtually, provided through afterschool programming.
 - b. Classes shall also be available at their office location, both in person and online.
 - c. Offer a minimum of one 60 minute class per month to youth ages 12-18 and/or young adults ages 18-22 at their office location and may host additional classes based upon their capacity and calendar of programming events.
 - d. Distribute HIV information packets to participants of the classes in either electronic or paper form and provide information packets to partnering agencies for distribution.
 - e. Submit a monthly report detailing the number of participants, topics and agenda presented upon, speakers that presented at the monthly classes and their association with the organization or topic being discussed.
- B. Reach out to local San Antonio School Districts (SAISD, NSISD, Harlandale) along with the college campuses of UTSA and Alamo Colleges District to form a partnership to conduct the following if approved by the individual schools within the district/campus.
 - a. Conduct a minimum of one 60-minute sexual health/HIV/STI educational class to youth ages 12-18 and/or young adults ages 18-22 at their school location and may host additional classes based upon their capacity and calendar of programming events and approval of all parties involved once a quarter for the 2022-2023 year.
 - b. Distribute HIV information packets to participants of the classes in either electronic or paper form and provide information packets to partnering agencies for distribution as needed.
 - c. Submit a Quarterly Report detailing the number of participants, topics and agenda presented upon, speakers that presented at the monthly classes and their association with the organization or topic being discussed.
- C. Provide routine HIV screening services as an integrated standard of care in a health care setting to all eligible participants within the organization.
 - a. Conduct quarterly mobile HIV /STI Screening services in partnership with Metro Health Mobile Testing Services with Fiesta Youth eligible participants in accordance with Fiesta Youth and Young Adult monthly programming schedule.
- D. Collaborate with other ESEHA participating organizations to determine youth/ community advocates for a panel discussion on sexual health and or HIV/AIDS education/awareness to be completed in 1st quarter of 2023 and deliver panel discussions in a community/organizational forum. These panelists can be youth advocates, doctors, phycologist, or community leader that can speak to the precautions/adversities of sexual health or the HIV/AIDS epidemic itself.
- E. Participate in monthly ESEHA sexual health community of practice convenings to coordinate with other community organizations and to review data, educational materials, and outreach plans, and develop long-term goals for promoting sexual health and reducing HIV/ STI transmission among priority populations in Bexar County.

- F. Host a week-long HIV/AIDS awareness, education and remembrance community event, and AIDS Memorial Quilt display, in conjunction with local organizations, for approximately 2,000 participants with the goal of providing information on services and resources offered by Fiesta Youth, including promoting Metro Health’s HIV/STD programs.

3.3 All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of City, as determined by the Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by CONTRACTOR, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should CONTRACTOR’s work not be satisfactory to Director; however, City shall have no obligation to terminate and may, withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. All scope of services and work to be performed by CONTRACTOR hereunder is outlined hereinabove and no additional work or services other than described herein shall be requested or expected by the City, without prior approval and agreement of all Parties, as evidenced in writing and approved by CONTRACTOR.

Section 4.1 of the Agreement is hereby 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 THIRTY-FIVE THOUSAND DOLLARS AND 00/100THS (\$35,000.00) as total compensation to be paid to CONTRACTOR in the manner set forth below:

- 4.1.1 1st invoice for a total amount of \$8,750 due Nov. 10, 2022
- 4.1.2 2nd invoice for a total amount of \$8,750 due Feb. 10, 2022
- 4.1.3 3rd invoice for a total amount of \$8,750 due May 10, 2022
- 4.1.4 4th invoice for a total amount of \$8,750 due Aug. 10, 2022

II.

All other terms, conditions, covenants and provisions of the Agreement approved through Ordinance No. 2022-01-27-0042, are hereby in effect, renewed and extended, save and except those terms which the Parties have amended.

EXECUTED and **AGREED** to this the _____ day of _____, 2022.

CITY OF SAN ANTONIO

FIESTA YOUTH

Claude A. Jacob

DocuSigned by:

AD699EA44DC3443...

David Laidaker-Luna

Health Director
San Antonio Metropolitan Health District

President

Date

10/13/2022

Date

Approved as to Form:

City Attorney