

**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 Heathy Futures of Texas (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 CONTRACTOR shall provide the following services:

3.2.1 Sexual health curriculum implementation & evaluation; HIV prevention activities; monthly participation in End Stigma End HIV Alliance (“ESEHA”) as a community organization to provide input on ESEHA goals

3.2.2 CONTRACTOR shall build, test and implement a curriculum designed by young people (ages 13-21). With a specific focus on HIV prevention, the curriculum will prepare youth to engage in healthy relationships and encourage them to take charge of their sexual decision-making and to access healthcare.

3.2.3 The goal of the curriculum will be to prepare youth to engage in healthy relationships and empower them to take charge of their sexual decision-making and to access healthcare. The curriculum design project shall focus on three areas:

1. Involving young people, especially LGBTQ+ youth, as co-designers and co-evaluators.
2. The use of technology to enhance engagement of youth in the educational process.
3. Harnessing the power of peer-to-peer education by empowering young people to lead and teach in their own communities and provide materials, support and training.

3.2.4 CONTRACTOR shall:

1. Gather feedback from partners and clients from Year 2 implementation of The Pride Guide to STIs.
2. Implement the curriculum by holding after school classes and events at campuses of selected ISDs throughout the Bexar County Community and/or through classes provided by CONTRACTOR at their offices.
3. Launch final draft of The Pride Guide to STIs site and create a toolkit for ESEHA partners to use the curriculum by November 10, 2022.
4. Develop training for facilitators on the curriculum by December 15, 2022 and hold four training session for facilitators by March 15, 2023.
5. Align curriculum to 90/90/90 and anti-stigma goals of ESEHA by May 15, 2023.
6. Create marketing and PR plan to share information about the project, its uses, and ESEHA's participation in EHE by June 1, 2023.
7. Monitor usage of site to include but not limited to recording the number of times the curriculum was used, downloaded, completed, shared.
8. Collect data from implementation and report on testing and linkage. Data will be obtained through testing coming from partnership with other EHE organizations that perform tests, monitor and evaluate curriculum. Submit reports on March 10 and June 10 that shall contain aggregate demographic information along with testing numbers and linkage to care numbers, including the number of people tested and the number of people linked to additional medical care.

3.2.5 CONTRACTOR shall actively participate in a monthly sexual health community meeting with the End Stigma END HIV Alliance.

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.

**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**

**HEALTHY FUTURES OF TEXAS**

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Claude A. Jacob  
Health Director  
San Antonio Metropolitan Health District

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*Evelyn Delgado*  
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\_\_\_\_\_  
Evelyn Delgado  
Executive Director

\_\_\_\_\_  
Date

10/18/2022  
\_\_\_\_\_  
Date

Approved as to Form:

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