

**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 San Antonio Nexus Connection (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. Operate their Syringe Services Program (“SSP”). Submit report by end of term to include the following information:

- Return rate, number of participants, gender, age race, ethnicity, zip code

- Number of community organizations visited, community events held, dates of mobile units outreach events, education provided to clients/participants, referrals made per client.

- Return rate measured by the following goals:

- 15% return rate for January 31, 2023
- 20% return rate for July 31, 2023

B. Complete outreach efforts to SUD population conducted within Bexar County to include: visiting other community organizations, reaching out to displaced population (participants without a home address), community events, twice a week mobile unit outreach, partnering with community partners to educate clients/patients, and provide information to SUD population, utilizing social media, flyers and informational handouts, and referral services from other clinics. Maintain 35 unduplicated individuals served each month and reach a minimum of 4 new unduplicated qualified participants a month. Submit report by the end of the term on the following data: total number of individual interactions, SSP demographic data to include: number of people served, any aggregate demographic information required by the Centers for Disease Control and Prevention (CDC).

C. Participate in a monthly sexual health community of practice convening with the End Stigma End HIV Alliance to coordinate with other community organizations and to disseminate and review SSP 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. Long-term goals shall be reviewed and by Program and CONTRACTOR shall submit a report by the end of the term detailing progress towards completion of said goals.

D. Provide two reports on harm reduction efforts being made across the community. Reports will include the organizations CONTRACTOR has established MOUs with, activities related to harm reduction that have been conducted by the partnering organization, etc. CONTRACTOR shall submit the first report on February 10, 2023 and the second report on August 10, 2023.

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**

**SAN ANTONIO NEXUS CONNECTION**

\_\_\_\_\_  
 Claude A. Jacob  
 Health Director  
 San Antonio Metropolitan Health District

  
 \_\_\_\_\_  
 Frederic J. Curtois  
 Director

\_\_\_\_\_  
Date

10/28/22  
\_\_\_\_\_  
Date

Approved as to Form:

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