

**RENEWAL AND AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT**

This renewal and amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, ("City") acting by and through the San Antonio Metropolitan Health District ("Metro Health") and The University of Texas Health Science Center at San Antonio on behalf of its Center for Research to Advance Community Health (ReACH) (hereinafter referred to as "Institution"), both of which may be referred to herein collectively 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. 2019-04-04-0279, passed and approved on April 4, 2019, City Council authorized the execution of a Professional Services Agreement (hereafter the "Agreement") with Institution; and

WHEREAS, said Agreement provides that Institution develop and evaluate the effectiveness of policies related to tobacco cessation in a healthcare setting in order to promote the mission of Metro Health's Healthy Neighborhoods Program; and

WHEREAS, the executed Agreement provides for an initial term commencing on January 1, 2019 and terminating on September 29, 2019; and

WHEREAS, the Agreement between the Parties provides for the option to renew for four additional one- year periods; and

WHEREAS, through a renewal executed on November 25, 2019, the Parties renewed the Agreement for a one-year term from September 30, 2019 through September 29, 2020; and

WHEREAS, thereafter, the Parties amended the Agreement to add services and increase the compensation applicable only for the initial renewal period through an amendment executed April 29, 2020; and

WHEREAS, through a second renewal executed on November 18, 2020, the Parties renewed the Agreement for a one-year term from September 30, 2020 through September 29, 2021 on the original terms and conditions; and

WHEREAS, through a third renewal executed July 6, 2021, the Parties renewed the Agreement for an additional one year period for the period of September 30, 2021 through September 29, 2022 on the original terms and conditions; and

WHEREAS, the Parties now wish to renew this Agreement for an additional one year period for the period of September 30, 2022 through September 29, 2023 and due to increased training needs of staff, amend the scope of services of the Agreement to revise the training provided and to change deliverable dates; **NOW THEREFORE:**

I.
RENEWAL

Pursuant to the provisions of Section 1.1 of the Agreement, City and Institution mutually agree to renew and extend the term of said Agreement for a period of one year, commencing on September 30, 2022 and terminating on September 29, 2023, under the same terms conditions as stated in said Agreement, except as amended herein.

II. AMENDMENTS

1. Article II, "Scope of Services", Section 2.1 is amended by deleting the ~~strike through~~ and adding the underline language to read:

2.1 Institution agrees to provide the following services during the term of the agreement described in this Article II, entitled Scope of Services in exchange for the compensation described in Article III. Compensation:

a) Institution will develop and evaluate the effectiveness of policies related to tobacco cessation in a healthcare setting, specifically, a University Health System clinic. The deliverables will include a work plan, tobacco cessation data update, clinic policy evaluation, and community health worker training, certification, and continuing education program.

b) Institution shall submit a detailed work plan to Metro Health for feedback and approval by November 30th ~~April 12th~~. The work plan shall provide contract timelines and agreed upon process measures.

c) Institution shall develop and implement a tobacco screening and referral policy and train clinic staff (to include data on the percent of staff completing the training) to be completed by September 1st. Institution shall select a clinic to implement a tobacco screening and referral system; administer an assessment of the current status of the clinical referral policy at the selected clinic; develop an implementation plan that includes a strategy for measuring compliance, integration with EMR, and referral processes (Quit texts vs. replacement therapy vs. cessation classes); and submit a final report at the end of the project year (September 1st) that documents compliance with policy and recommendations for improvement.

d) Institution shall develop and implement a community health worker training workshop to be completed by March 31, 2023. By March 31, 2023, Institution shall provide one, one-day (6 hour), in-person training on topics relevant to the community health workers in the REACH Healthy Neighborhoods Program. Institution shall make training available to at least 60 attendees, at least 30 of which will be reserved for REACH Healthy Neighborhoods staff and referrals made by REACH Healthy Neighborhoods. Minimally, Institution shall send electronic invitations to invitees at least 30 days prior to the workshop date. Healthy refreshments shall be provided by Institution. Training location shall support social distancing.

~~d) Institution shall develop a community health worker training program to be completed by September 1st. By September 1st, to develop a curricula of topics relevant to the community health workers in the REACH Healthy Neighborhoods Project which shall be offered by Institution for continuing education credit through the Institution's Project ECHO (Extension of Community Health Outcomes) telementoring model.~~

e) Institution will develop a limited number (4) of culturally appropriate messages to promote the use of Quitxt, a text-based program designed to encourage smokers to quit smoking. These messages can be used by Metro Health and its collaborators to reach high risk populations regarding tobacco prevention and cessation to be completed by March 31, 2023, ~~September 1st~~. Quitxt is evidence-based program and available in both English and Spanish. Quitxt will be made available to patients at no-cost. Institution will provide Metro Health reports detailing enrollment numbers and other descriptive information.

III.

TERMS AND CONDITIONS

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form.

Executed this the 17th day of August, 2022.

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
SAN ANTONIO**

Rachel E. Schofield

Rachel E. Schofield
Manager, Contracts & Agreements
Office of Sponsored Programs

CITY OF SAN ANTONIO

Claude A. Jacob

Health Director

San Antonio Metropolitan Health District

Date: 8/17/2022

Date: _____

APPROVED AS TO FORM:

City Attorney