

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 Aids Foundation (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 school-based behavioral mental health counseling services by Contractor for students; 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. Reduce stigma and prevent the spread of HIV and STIs among teens in Bexar County through education and collaboration with schools and community partners by:

1. Reducing new HIV/STI transmission in teens and young adults
2. Increasing participants’ perceived vulnerability to HIV/STI infection

3. Increasing participants' knowledge about which behaviors place that at risk for HIV/STI infection
4. Empower participants to have a sense of "ownership" of their sexual health
5. Empower parents and caregivers to be confident in their fact-based discussions with their teens about sexual health and LGBTQ+ identity.

B. Disseminate the updated "You're the Cure" curriculum in the current school districts: NISD, AHISD, and SAISD. CONTRACTOR shall educate 9,000 students by May 30, 2023. Submit report, by the end of the term, indicating the ISDs within Bexar County that have received the updated curriculum and the number of students that have participated in receiving the curriculum.

C. Expand "You're the Cure" program in underserved school districts in the South, West, and East sides of Bexar County. These include: Harlandale ISD, East Central ISD, Edgewood ISD, South San ISD and Southwest ISD.

1. Coordinate with School Health Advisory Councils (SHACs) from at least four of these districts by October 2022.
2. Present to and receive approval from school boards by Dec 2022.
3. Establish MOUs with at least four of these districts by December 2022.
4. Present program in four of these districts by May 30, 2023.

D. Quantify knowledge retention by offering pre and post course surveys if approved by school districts. Assessments will be offered digitally or on paper, as desired by the student. Based on previous assessments, CONTRACTOR's goal is to increase their knowledge about HIV and STIs by 75%.

E. Expand Peer to Peer program outreach efforts to include community groups outside schools to include athletics organizations, neighborhood groups, and other community organizations. CONTRACTOR shall conduct at least two events by March 30, 2023.

F. Continue sexual health curriculum to include LGBTQ+ health concerns for teens to be shared with parents and/or caregivers. CONTRACTOR shall conduct at least two focus groups of parents/caregivers to review curriculum by June 30, 2023. CONTRACTOR shall submit a report after each focus group which includes a summary of new findings and changes made to the original curriculum.

G. Participate in monthly End Stigma End HIV Alliance (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. Submit a report by the end of the term detailing the number of focus groups, outreach efforts, and number of classes offered covering their sexual health curriculum to include school districts in Bexar County and local colleges and universities.

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 as set out 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 AIDS FOUNDATION

Claude A. Jacob
Health Director
San Antonio Metropolitan Health District

DocuSigned by:
Cherise Rohr-Allegri
503CA707F97F45C...

Cherise Rohr-Allegri
Chief Executive Officer

Date

10/13/2022

Date

Approved as to Form:

City Attorney