

**AMENDMENT THREE TO PROFESSIONAL SERVICES AGREEMENT
FOR
COVID-19 CASE INVESTIGATION/CONTACT TRACING SERVICES**

**STATE OF TEXAS §
COUNTY OF BEXAR §**

This amendment to the Professional Services Agreement, is entered into by and between the City of San Antonio (“City”), a home rule municipal corporation, and the University of Texas Health Science Center at Houston, a member institution of The University of Texas System (“System”), located at 7000 Fannin, UCT1006, Houston, Texas 77030, on behalf of its School of Public Health (“Institution”), both of which may be referred to in this Amendment collectively as the “Parties.”

WHEREAS, the City executed a Professional Services Agreement (“Agreement”) with Institution for Institution to recruit, train, and deploy COVID-19 case investigators and contact tracers during the COVID-19 public health emergency; and

WHEREAS, the Agreement provided for a term beginning June 15, 2020 and ending December 30, 2020; and

WHEREAS, due to the continued COVID-19 public health emergency, the Parties through an amendment executed on December 7, 2020 extended the term of the Agreement through June 30, 2021, amended the scope of services and increased the total compensation for the provision of additional services under the Agreement; and

WHEREAS, the City received funds from the Department of Health and Human Services, Centers for Disease Control and Prevention for a COVID-19 Health Disparities Grant (“Grant”) as part of the American Rescue Plan Act; and

WHEREAS, the Parties executed Amendment #2 on June 29, 2021 which extended the Agreement through September 30, 2021 and amended the compensation to add funding from Grant funds for services provided by Institution during the period of the extension through September 30, 2021; and

WHEREAS, due to the need in services as a result of the continuing COVID-19 pandemic, the City again wishes to extend the Agreement, amend the scope of services to provide for additional services and amend to increase the compensation with additional funding from the COVID-19 Health Disparities Grant and City general funding through the Health Implementation Plan; and

WHEREAS, the Parties mutually agree to amend the Agreement to extend the term through March 31, 2022, increase the compensation of the Agreement and amend the scope of services for the provision of additional services during the extension period of October 1, 2021 through March 31, 2022; **NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

I. AMENDMENTS

A. Article II. Term, section 2.1, of the Agreement is hereby amended to read as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall start on June 15, 2020 and terminate on March 31, 2022.

B. Article III. Scope of Services, section 3.1.1 is hereby amended as follows: For the period of October 1, 2021 through March 31, 2022, Institution shall provide the services set out in **Attachment I-Statement of Work** which is attached hereto and incorporated by reference for all purposes. The terms and conditions of the attached **Statement of Work** shall replace the previous **Attachment I** referenced in section 3.1.1 for the extension period of October 1, 2021 through March 31, 2022.

C. Article IV. Compensation to Institution, is hereby amended to read as follows:

4.1 In consideration of Institution'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 Institution an amount not to exceed TEN MILLION SIX HUNDRED TWENTY THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$10,620,704.00) as total compensation to be paid to Institution in the manner set forth in Section 4.2.

Funding Breakdown:

CARES Act Funding: June 15, 2020 through December 30, 2020- \$3,050,000.00

General Fund: December 31, 2020 through June 30, 2021- \$3,550,000.00

Health Disparities Grant funded through the American Rescue Plan Act (Assistance Listing Number 93.391): July 1, 2021 through December 31, 2021 - \$1,620,704.00 (up to 50 FTE's)

Health Implementation Plan: October 1, 2021 through December 31, 2021 - \$800,000.00 (51 -100 FTE's if needed)

Health Implementation Plan: January 1, 2022 through March 31, 2022 - \$800,000.00 (up to 50 FTE's) and an additional \$800,000.00 (51-100 FTE's if needed)

D. Article IV. Compensation to Contractor, section 4.2 is hereby amended as follows:

For the period of October 1, 2021 through March 31, 2022 the terms and conditions of the budget set out in **Attachment II** which is attached hereto and incorporated by reference for all purposes shall replace the previous **Attachment II** budget attachment referenced in section 4.2.

E. Article XXI. Compliance, of the Agreement is hereby amended to reflect the addition of section 21.4 as follows:

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Dedrick Muhammad, Grants Management Specialist
Centers for Disease Control and Prevention
Global Health Services Branch
2939 Flowers Road
Atlanta, GA 30341
Email: qtm2@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Agreement, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Agreement, and any renewals and extensions thereof.

III. ENTIRE AGREEMENT

This Agreement, as amended, embodies the complete agreement of the Parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below.

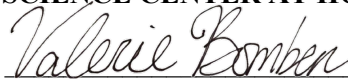
CITY OF SAN ANTONIO



Claude A. Jacob (Sep 29, 2021 12:37 CDT)

Claude A. Jacob, Dr PH (c), MPH
Health Director
San Antonio Metropolitan Health District

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON



Valerie Bomben
Director, Sponsored Contracts
Sponsored Projects Administration

Sep 29, 2021

Date

9/23/2021

Date

APPROVED AS TO FORM:



Monica Hernandez (Sep 29, 2021 11:38 CDT)

for

Andrew Segovia
City Attorney

ATTACHMENT I- STATEMENT OF WORK
Case Investigation/Contact Tracing Scope of
Work

Metro Health/City of San Antonio will contract with Institution through UTHealth School of Public Health—San Antonio (SPH) to recruit, train, and deploy COVID-19 case investigators and contact tracers in the City of San Antonio and Bexar County.

Institution will be responsible for all training. Metro Health will also transfer case investigation and contact tracer data securely to Institution via Texas Health Trace.

The data belongs to Metro Health. Any analysis or use of the data is prohibited without prior authorization from Metro Health.

Institution Duties

Institution will recruit, hire, and train up to 100 full time individuals to conduct case investigations, contact tracing, and follow-up direct referral and linkages with service providers as directed by the need of Metro Health. Store data securely. Submit user access requests through email to Metro Health to submit to the State for access to Texas Health Trace prior to employee start date. Submit user access request through email to activate or deactivate employees in COSA environment and Texas Health Trace at minimum of one day prior to employee end date

Case Investigation and Contact Tracing:

Institution will perform the following duties:

- Hire and train supervisors.
- Conduct investigation of assigned positive COVID-19 cases utilizing the State System, Texas Health Trace and refer individuals to 311 that identify having a social need.
- Provide information about donating plasma and obtain verbal consent to provide contact information to South Texas Blood and Tissue Center
- Perform source investigation (or backward contact tracing) to identify additional potential sources of infection
- Initial attempts to contact are to be made within 24 hours of receiving the information.
- Complete at a minimum of four (4) to eight (8) case investigations per full time staff member for each eight (8) hour shift and two (2) to four (4) case investigations for each part time staff member
- Enter case investigation data and list of contacts identified as part of the case investigation into the State System, Texas Health Trace
- Document attempts and attempt to contact at least 3 times on three consecutive days and different times throughout the day before closing out the file as not able to reach (unless there is need to triage to fewer calls per CDC guidelines or instruction from Metro Health)
- Notify close contacts of their COVID-19 exposure
- Provide close contacts with public health recommendations, including:
 - Appropriate quarantine measures based on their living arrangements
 - Overview of signs/symptoms to monitor
 - Guidance on what close contacts should do if they develop COVID-19

signs/symptoms

- General disease control measures (handwashing, masking, social distancing)
- Enter contact tracing data into the State System, Texas Health Trace
- Weekly reporting of outcomes of case investigations and contact tracing to be sent by 6:00 PM each week on Tuesday evenings to the Metro Health POC with the data elements specified by Metro Health and support documentation to validate.
- Performance Measures:
 - First attempt to call 85% of their capacity within the first 24 hours for cases
 - First attempt to call 80% of their capacity within the first 24 hours for contacts

ATTACHMENT 2- BUDGET

IDC Rate: **10.00%**
 Inflation Rate:
 NIH Salary CAP: **199,300**
 Due Date:

Proposed Title: **Contact Tracer Contract**
 Project Period: **10/1/21 - 12/31/21**
 Agency: **City of San Antonio**
 RFA/FON #: **N/A**

IDC Exempt	Role	Last, First Name	% FTE for each year				Yr 1 Annual Salary	Ben. Rate	Salary	Benefit	Period 1
			1	2	3						
No	PI	Jack Tsai	25%				199,300	22%	12,456	2,740	15,197
No	Project Mgr 1	Marilu Vazquez	100%				74,000	28%	18,500	5,180	23,680
No	Project Mgr 2	Tonya Carpenter	100%				74,000	28%	18,500	5,180	23,680
No	Project Mgr 3	Parker Johnson	100%				61,000	28%	15,250	4,270	19,520
No	IT staff	Daniella Rodriguez	100%				54,000	34%	13,500	4,590	18,090
No	Faculty Coordinator	John Herbold	10%				98,800	28%	2,470	692	3,162
No	Faculty Coordinator	David Gimeno	12%				151,234	22%	4,537	998	5,535
No	Full Time Lead Tracers	49 positions	100%				37,400	34%	458,150	155,771	613,921
No											
No											
No											
No											
No											
No	Supplies										4,450
No											
No											
TOTALS									727,234	72,766	800,000
									Direct	Indirect	Total