

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through the San Antonio Metropolitan Health District ("SAMHD"), and Communities in Schools of San Antonio (hereinafter referred to as "CONTRACTOR"), 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, the City executed an Agreement for an adolescent health services project for the prevention of teenage pregnancy beginning on October 1, 2017 with CONTRACTOR pursuant to City of San Antonio Ordinance 2017-09-21-0715 passed and approved on September 21, 2017; and

WHEREAS, said Agreement provided for an initial term from October 1, 2017 until September 30, 2018, with the option to renew for two additional one year terms with each period being one year in length; and

WHEREAS, the parties by mutual agreement renewed the Agreement for an additional year for the period of October 1, 2018 through September 30, 2019; and

WHEREAS, the parties now wish to amend the Agreement to extend the term for another year through September 30, 2020, increase the overall compensation and amend the same to include additional services; **NOW THEREFORE:**

I. Amendment

CITY and CONTRACTOR agree to amend the Agreement as follows:

A. Section 2.1 is amended to read as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence October 1, 2018 and shall terminate on September 30, 2020.

B. Section 3.3 is amended to read as follows:

3.3 For the period of October 1, 2018 through February 28, 2019, CONTRACTOR will provide the following services as set out below:

3.3.1 CONTRACTOR agrees to provide a minimum of three Licensed Professional Counselors to perform the following specific services:

a) CONTRACTOR shall provide a minimum of 250 individual behavioral, mental health counseling sessions (at least 45 minutes each) to teenage parents ages 13 to 19 and provide referrals as needed. Sessions may be conducted on or off campus, however at least ninety percent of all counseling sessions shall be conducted on campus during school hours. CONTRACTOR shall provide a monthly report to City on teenage parents receiving behavioral, mental health counseling services under this Agreement. Information shall include student ID, name, campus, grade, free lunch program status if applicable (for income determination), date of birth, address, zip code, phone number, race/ethnicity, gender, number of children, type of contraceptive method used if any, insurance coverage if any, and dates of counseling sessions. CONTRACTOR shall provide City upon City's request counselor's case notes. City will provide a monthly report template in Excel format to CONTRACTOR, and reports are due to City by the 7th of each month.

b) CONTRACTOR shall ensure that teenagers who are under the age of 18 will only receive services with parent/guardian permission. CONTRACTOR shall provide Spanish consent forms if needed.

c) CONTRACTOR shall refer pregnant and parenting teenagers with children five years old or younger who are not enrolled in the Women, Infants, and Children's (WIC) program to Metro Health's WIC clinics to determine program eligibility and possible program enrollment. City will provide CONTRACTOR with a list of Metro Health WIC clinic locations and phone numbers.

d) CONTRACTOR shall provide copies of certificates of professional licensures to City upon request.

e) CONTRACTOR shall provide an annual report to City by October 15th of the following year on each teenage parent served using the criteria below;

- a. Number of reported pregnancies
- b. Status of Academics, Behavior, and Attendance (ABA)
- c. Students promoted to next grade

3.3.2 For the period of March 1, 2019 through September 30, 2020, CONTRACTOR agrees to provide a minimum of four Licensed Professional Counselors to perform the following specific services:

a) CONTRACTOR shall provide services of assessment, referrals and counseling, to include individual and group counseling sessions, as well as, telephone sessions to school enrolled teenage parents ages 13 to 19 and provide referrals as needed. Telephone sessions shall be provided for homebound teens and will include follow-up during the summer months. CONTRACTOR shall

provide a minimum of 800 sessions (at least 45 minutes each) to be provided with ninety percent of all counseling conducted on the school's campus during school hours. As an incentive, up to 100 teen parents that earn academic credits may receive up to \$40 in personal self-care/hygiene products, school supplies and/or children's educational toys. CONTRACTOR shall provide City with detailed receipts.

b) CONTRACTOR will submit a monthly report on students served that includes: name, date of birth, address, zip code, telephone number, race/ethnicity, gender, school, grade, insurance coverage, free lunch status, current contraceptive use, number of children, new pregnancies, referrals to WIC and dates of counseling sessions. In addition, CONTRACTOR will provide an end of school report due to the City by July 15, 2019 and 2020 to include: number of counseling sessions, number of reported pregnancies, number of students that stayed in school, number of students that repeat a year in school, number of students that made academic progressions and number of students who graduated. An end of contract report due October 2019 and 2020 will also include an update of the reporting items from the end of school report and those who have accomplished short-term mental health goals. CONTRACTOR shall provide teen parents with information to access LARCS and notify teen parents less than 18 years of age that parental/guardian consent is required to access LARCs.

c) CONTRACTOR shall ensure that teenagers who are under the age of 18 will only receive services with parent/guardian permission. CONTRACTOR shall provide Spanish consent forms if needed.

d) CONTRACTOR shall refer pregnant and parenting teenagers with children five years old or younger who are not enrolled in the Women, Infants, and Children's (WIC) program to Metro Health's WIC clinics to determine program eligibility and possible program enrollment. City will provide CONTRACTOR with a list of Metro Health WIC clinic locations and phone numbers.

e) CONTRACTOR shall provide copies of certificates of professional licensures to City upon request.

C. Section 4.1 and 4.2. are 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 FIVE HUNDRED FIFTY THOUSAND AND NO/100THS (\$550,000.00) as total compensation to be paid to CONTRACTOR in the manner set forth in Section 4.2.

4.2 For the period between October 1, 2018 through February 28, 2019, CONTRACTOR shall submit monthly invoices of \$18,000.00 by the 7th of each month. For the

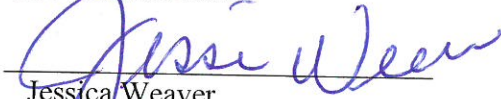
period between March 1, 2019 through September 30, 2020 CONTRACTOR shall submit monthly invoices of \$24,000.00 by the 7th of each month, except that CONTRACTOR may request reimbursement for expenditures set out in section 3.3.2 a) in May of 2019 and 2020. Each monthly invoice shall include a monthly report for work completed during the previous period in accordance with the stated scope of work for the contract term described in Article III above and the amount due and owing. City shall pay any approved invoice from CONTRACTOR within 30 days of submission to the City. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all parties, evidenced in writing.

II.

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Executed this the ____ day of _____, 2019.

CONTRACTOR:



Jessica Weaver
Chief Executive Officer
1/12/19

Date

CITY OF SAN ANTONIO:

Colleen M. Bridger, PhD, MPH
Director, San Antonio Metropolitan
Health District

Date

APPROVED AS TO FORM:

City Attorney