

K23-435

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ST. THOMAS COMMUNITY HEALTH CENTER, INC.
FOR
SERVICES FOR HIV/AIDS TREATMENT
RFP NO. 3611-02343**

THIS FIFTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and St. Thomas Community Health Center, Inc., represented by Donald T. Erwin, Chief Executive Officer (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” This Amendment is effective January 1, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on, March 1, 2018, the City and the Contractor entered into a professional service agreement for provision of the following services related to HIV/AIDS treatment: Outpatient/Ambulatory Health Services, Medical Case Management, Non-Medical Case Management, Emergency Financial Assistance, Medical Transportation, AIDS Pharmaceutical Assistance, Health Insurance Premium and Cost Sharing Assistance for Low-Income, and Early Intervention Services (the “**Agreement**”);

WHEREAS, on March 1, 2019, the City and the Contractor entered into the First Amendment to extend the term for continuity of services, increase compensation, and update essential terms and provisions;

WHEREAS, on March 1, 2020, the City and the Contractor entered into the Second Amendment to extend the term for continuity of services, increase compensation, and update essential terms and provisions;

WHEREAS, on March 1, 2021, the City and the Contractor entered into the Third Amendment to extend the term for continuity of services, increase compensation, and update essential terms and provisions; and

WHEREAS, on March 1, 2022, the City and the Contractor entered into the Fourth Amendment to extend the term for continuity of services, increase compensation, and update essential terms and provisions; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term for continuity of services, increase compensation, and update essential terms and provision.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Extension.** The Agreement is extended for fourteen (14) months, from the Effective Date through February 29, 2024.
2. **Compensation.** The compensation of the Agreement is increased by \$100,000.00 (One Hundred Thousand Dollars and no Cents) (\$18,000.00 for FY23 and \$82,000.00 for FY23) in HIV Emergency Relief Project, to a new total amount of not to exceed \$441,000.00. The compensation under this Agreement is contingent upon receipt of full Notice of Awards from the funders, and the appropriation and allocation of funds by the City.
3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.
6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: L. Cantrell
LATOYA CANTRELL, MAYOR

Executed on this 18th of May, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: Tracy

Printed Name: Tracy

ST. THOMAS COMMUNITY HEALTH CENTER, INC.

BY: Donald T. Erwin MD
DONALD T. ERWIN, CHIEF EXECUTIVE OFFICER

FEDERAL TAX I.D.