

**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 (hereinafter referred to as “Metro Health”), acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, 2014, and the Young Men’s Christian Association of Greater San Antonio, a Texas non-profit corporation (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**, City entered into a contract with CONTRACTOR to administer diabetes prevention programs pursuant to an Agreement (hereinafter referred to as “the Agreement”) that commenced on June 20, 2013 and terminates on September 30, 2016; and

**WHEREAS**, the Parties agree that the addition of a new phase of CONTRACTOR’s provided services is necessary to define CONTRACTOR’s future services; and

**WHEREAS**, the Parties agree that modifications to CONTRACTOR’s compensation are necessary to clarify how CONTRACTOR may be compensated, and it is in the best interest of the City that an amendment of the Agreement now be executed; **NOW THEREFORE**:

City and the CONTRACTOR agree to amend the Agreement as follows:

1. Section 3.3 is amended by revising the term of Phase 2, as set out in Section 3.3.2, to read as follows:

3.3.2 **Phase 2** - October 31, 2013 – October 31, 2014

2. Section 3.3 is amended by the addition of subsection 3.3.3 as set out below:

3.3.3 **Phase 3** - November 1, 2014 – September 30, 2016

a. **Enrollment**

1. Enrollment means a participant has completed the participant intake form, consent form, and evaluation survey questions for the relevant program and participated in the relevant program within the first three weeks of the program.

2. CONTRACTOR will assure that a minimum total of five hundred (500) unduplicated participants will be enrolled in either the YMCA's DPP or Y Living programs between October 1<sup>st</sup> and September 30<sup>th</sup> each year throughout the term of Agreement.
3. Once 500 unduplicated participants have enrolled in CONTRACTOR's DPP or Y living programs CONTRACTOR may begin to invoice City for unduplicated participants that complete either the DPP or Y Living programs. "Completion" means a participant has successfully completed either the YMCA's DPP or Y Living Program and has completed the post-assessment survey questions to include the number of visits to a hospital emergency department and the CDC Health Related Quality of Life Survey.
4. Once CONTRACTOR has documented and invoiced City for 500 unduplicated participants that have completed either, or both, of the YMCA's DPP or Y Living program between October and September during the remaining term of the Agreement, CONTRACTOR may begin to invoice for additional participants that complete either program (to include duplicates), consistent with Section 4.2.3 (b).

b. Reporting

1. Provide updated monthly spreadsheet and progress report on enrollment completed by the 5<sup>th</sup> business day of each month beginning with November 2014 to include at a minimum the following information for each of YMCA's DPP and Y Living programs:
  - a. Location of classes and instructors;
  - b. Start Date and Graduation Date for classes;
  - c. Number of participants enrolled per class;
  - d. Number and name of participants who have completed the series of classes for either program;
  - e. Future scheduled classes; and
  - f. Summary of marketing and communications activities for the previous month.
2. Provide comprehensive reports of overall project progress biannually in April and October utilizing guidance developed by the Medicaid 1115 Waiver Regional Anchor overseeing the implementation of Medicaid 1115 Waiver Program projects in Bexar County.
3. Provide a cumulative report, including back-up documentation, of the number and name of participants who have completed the series of classes for either program that will be included on a submitted invoice.

c. Communication Plan

1. CONTRACTOR will adhere to the Communications Plan developed with the City to include participation in monthly in-person meetings and/or conference calls to discuss project milestones, enrollment, monthly progress reports, timelines and referrals.

d. Outreach and Marketing

1. CONTRACTOR will utilize the agreed upon logo, branding, and shared marketing materials developed in collaboration with Metro Health, and any changes to the shared marketing materials will be done in conjunction with Metro Health staff.
2. CONTRACTOR will identify opportunities to jointly promote the YMCA's DPP and Y Living programs in collaboration with Metro Health's Diabetes Self Management Programs through a variety of outreach activities and media outlets.

e. Evaluation Activities

1. Participate with Metro Health staff and any contracted evaluators to implement a program evaluation plan to include the YMCA'S DPP, Y Living, and the Metro Health Diabetes Self-Management Program components of this project.
2. At the time of enrollment and/or first class for each of the YMCA's DPP and Y Living programs, obtain from program participants signed consent forms and participant intake forms and collect the following information as well as any other data elements agreed to in the CONTRACTOR-Metro Health developed evaluation plan including:
  - A. Frequency of emergency room visits in the prior six months; and
  - B. CDC Health Related Quality of Life Measures (CDC HRQOL-4).
3. At the completion of the YMCA'S DPP and Y Living programs each participant will provide the below information, as well as any other data elements agreed to in the CONTRACTOR-Metro Health developed evaluation plan.
  - A. Frequency of emergency room visits in the prior six months; and
  - B. CDC Health Related Quality of Life Measures (CDC HRQOL-4).
4. Participate in any appropriate 1115 Learning Collaboratives to be established by the Medicaid 1115 Waiver Regional Anchor and/or Metro Health as requested.

f. Miscellaneous Services

1. Provide participants who complete Metro Health's Diabetes/Chronic Disease Self Management program with one month of free citywide YMCA membership.
3. Section 4.2 is amended by deleting Subsections 4.2.2, 4.2.3, and 4.2.4 in their entirety and replacing them with the language below:

4.2.2 For completion of the deliverables outlined in 3.3.2 and 3.3.3 above the CONTRACTOR will invoice the CITY for \$11,250 on a monthly basis, beginning October 2013.

4.2.3 (a) During Phase 2 (October 31, 2013 – October 31, 2014):

- i) Upon the completion of a minimum of 500 unduplicated program participants within the fiscal year of October 1<sup>st</sup> – September 30<sup>th</sup> the CONTRACTOR will invoice the CITY for a payment of \$215,000.00. If the CONTRACTOR is unable to reach the minimum of 500 participants by September 30<sup>th</sup> it may invoice the City for completion within 12 months of the deadline and still be eligible for payment as allowed by the provisions of the Medicaid 1115 Waiver Program.
- ii) The CONTRACTOR may invoice the CITY for \$500.00 for each participant that has completed the YMCA's DPP or the Y Living course up to a maximum of \$20,000.00 per demonstration year (i.e., October 1<sup>st</sup> through September 30<sup>th</sup>) for participants in excess of the minimum 500 per year described in 4.2.2.

(b) During Phase 3 (November 1, 2014 – September 30, 2016):

- i) When five hundred (500) unduplicated participants total are enrolled in either the YMCA's DPP or Y Living programs in a single year (i.e. October 1<sup>st</sup> through September 30<sup>th</sup>), CONTRACTOR may invoice the City for a payment of four hundred thirty dollars (\$430.00) for each of the five hundred (500) unduplicated participants who complete either program. Invoices may only be submitted to City on three dates throughout the year: January 31<sup>st</sup>, May 31<sup>st</sup>, and September 30<sup>th</sup>.
- ii) CONTRACTOR may invoice City five hundred dollars (\$500.00) for each additional participant over the five hundred (500) unduplicated participant minimum who complete either program, including duplicate participants, up to a maximum of ten thousand dollars (\$10,000.00) per a year. Invoices may only be submitted to City on three dates throughout the year: January 31<sup>st</sup>, May 31<sup>st</sup>, and September 30<sup>th</sup>.

4.2.4 City will pay CONTRACTOR for a one month citywide YMCA membership for participants that complete Metro Health's Diabetes/Chronic Disease Self Management program at a rate of \$57.00 per one-month membership, up to a cumulative total of thirty five thousand dollars (\$35,000.00). CONTRACTOR agrees to match the one-month membership with an additional one month of free citywide YMCA membership. The parties agree that neither will have any responsibility for payment for any extension or renewal of any two-month membership initiated through this Agreement.

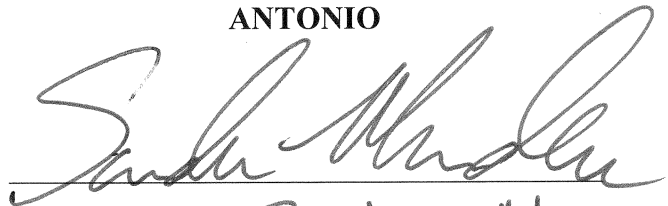
5. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

Effective the \_\_\_\_\_ day of November, 2014.

**CITY OF SAN ANTONIO**

**YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF GREATER SAN  
ANTONIO**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Printed Name: Sandra Morander  
Title: President & CEO  
Date: 12/1/14

Approved as to Form:

\_\_\_\_\_  
City Attorney