

**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
OPERATIONS/PERFORMANCE IMPROVEMENT SERVICES**

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, and Purdue University, by and through Sheila Kelty, its Director of Strategy and Development (hereinafter referred to as Consultant), 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 entered into a contract with Consultant for Professional Services pursuant to an Agreement (hereinafter referred to as "the Agreement") that commenced on August 1, 2013 and terminates on July 31, 2014; and

**WHEREAS**, the Parties agree that the term of the Agreement should be extended, the total value of the Agreement should be revised from its current maximum amount of \$35,000.00, to an amount not to exceed \$56,000.00 and that the Scope of Services should be modified to include additional services to be provided by Consultant; and

**WHEREAS**, it is in the best interest of the City that an amendment of the Agreement now be executed; **NOW THEREFORE:**

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

**ARTICLE I  
PURPOSE AND EFFECTIVE DATE**

**1.01** The purpose of this Amendment is to amend the said Professional Services Agreement to extend the term, incorporate the agreed specific terms regarding services to be provided by Consultant and amend the amount of compensation to be paid by City for said services. This Amendment shall be effective upon execution of the parties.

**ARTICLE II  
AMENDMENTS**

**2.01** Article II, "Term," is hereby amended to reflect the deletion of Section 2.1 and its replacement with the revised Section 2.1 below, related to the term of the Agreement:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on August 1, 2013 and terminate upon acceptable completion of all tasks as described below, and in no event, any later than July 31, 2015.

**2.02** Article III, "Scope of Service," is hereby amended to reflect the deletion of Section 3.1 and its replacement with the revised Section 3.1 below, related to additional services to be provided by Consultant:

3.1 Consultant agrees to provide services related to the training of Metro Health Program Managers and Supervisors based on the principles of Performance Management System Lean Six Sigma for Public Health in order for Program Managers and Supervisors to be eligible for Lean Six Sigma yellow belt certification upon completion as described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

**2.03** Article III, "Scope of Service," is hereby amended to reflect the deletion of Section 3.2 and its replacement with the revised Section 3.2 below, related to additional services to be provided by Consultant:

3.2 Consultant shall provide the following services to include:

- 3.2.1 Using the Purdue Healthcare Advisors Lean Healthcare for Public Health Yellow Belt (YB) curriculum, Consultant will deliver training curriculum to up to 40 Metro Health Program Managers and Supervisors. The training will be delivered in 2 successive days per week for a total of 8 training days. The specific schedule and dates will be determined based on Metro Health's preference.
- 3.2.2 Program Managers and Supervisors who successfully pass the certification elements (written examination and completion of a LEAN project described in 3.2.4) will receive a Lean Healthcare for Public Health Yellow Belt Certification from Consultant.
- 3.2.3 Following the training sessions described in 3.2.2, Consultant will provide remote coaching to Program Manager and Supervisor LEAN project teams to facilitate the project work required for certification and to assess progress in implementing solutions, retention of key concepts and sustainability of strategies implemented. This coaching will be delivered in ½ hour coaching calls per project team at intervals of approximately 45 days and 90 days post-training. The number of coaching calls will be determined by each Program Manager and Supervisor project team. It is anticipated that project teams will be comprised of 5 Program Managers and Supervisors each, resulting in the potential completion of 8 projects under this Statement of Work.
- 3.2.4 Following the training sessions, Program Managers and Supervisors will have up to one (1) year to achieve certification. Consultant shall provide coordination of post-training required certification elements which include a written examination and completion of the LEAN project described in 3.2.4.
- 3.2.5 Consultant shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City at all times and in accordance with the requirements of Metro Health.
- 3.2.6 Consultant shall perform other related duties and fulfill responsibilities as required.

**2.04** Article IV, "Compensation," is hereby amended to reflect the deletion of Section 4.1 and its replacement with the revised Section 4.1 below, related to compensation to be paid to Consultant by City:

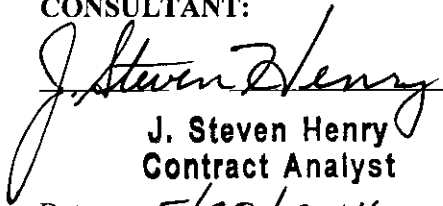
4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant fifty six thousand dollars (\$56,000.00) as total compensation to be paid as follows:

- 4.1.1 Upon completion of 4 training days provided to up to 25 Metro Health Program Managers and Supervisors, City will pay Consultant thirty five thousand dollars (\$35,000.00).
- 4.1.2 Upon completion of 4 additional training days provided to up to 15 Metro Health Program Managers and Supervisors City will pay Consultant twenty one thousand dollars (\$21,000.00).

**ARTICLE III**  
**TERMS AND CONDITIONS**

**3.01** 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.

**CONSULTANT:**

  
**J. Steven Henry**  
**Contract Analyst**

Date: 5/28/2014

**CITY OF SAN ANTONIO:**

\_\_\_\_\_  
Thomas Schlenker, M.D. M.P.H.  
Director

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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