

**1st RENEWAL & AMENDMENT TO
THE PROFESSIONAL SERVICES CONTRACT FOR ESTABLISHMENT AND
OPERATION OF HEALTH SERVICES AT SENIOR MULTI-SERVICE CENTERS**

This first renewal and amendment (hereinafter referred to as “this Amendment”) to the Professional Services Contract for Establishment and Operation of Health Services at Senior Multi-Service Centers (hereinafter referred to as “CONTRACT”) is entered into by and between the City of San Antonio (hereinafter referred to as “City”), a Texas Municipal Corporation, acting by and through its designated representative, the Director of the Department of Human Services, pursuant to Ordinance No. _____, passed and approved on _____, and WellMed Medical Management, Inc. (hereinafter referred to as “WellMed”).

WHEREAS, the City presently contracts with WellMed for the CONTRACT executed on October 9, 2009 pursuant to Ordinance No. 2009-04-30-0334, passed and approved on April 30, 2009; and

WHEREAS, pursuant to Sections 4.2 of the CONTRACT, the Parties intended to extend the term of the CONTRACT for up to 2 years, subject to City Council approval and City and WellMed approval of funding; and

WHEREAS, City Council approved of an extended termination date and related funding via the Ordinance referenced above; and

WHEREAS, the parties also desire to amend the CONTRACT for the ultimate benefit of seniors throughout the City; NOW THEREFORE:

The Parties agree to renew the term of the CONTRACT as follows:

1. The CONTRACT is renewed for two (2) years and shall terminate on September 30, 2016

The Parties agree to amend the CONTRACT as follows:

1. Wherever the CONTRACT references “Department of Community Initiatives,” or “DCI,” the “Department of Human Services,” or “DHS,” shall now apply.
2. Wherever the CONTRACT references “Multi-Service Center,” either a specific site or all the centers inclusively, “Comprehensive Senior Center” shall now apply, in the same manner.
3. Section 2.1 shall also include the following sentence:

CONSULTANT understand and agrees to provide said activities and services at the Senior Centers listed on the List of Senior Centers attached hereto as Attachment “C-1,” and that Attachment C-1 is a part of this CONTRACT as though fully set out herein,

4. Section 3.1 is hereby amended as follows:

Provided that CONSULTANT is not in default under this CONTRACT or is in the process of curing any default under Section 4.4 of this CONTRACT, CITY agrees that in order to facilitate CONSULTANT's management and orderly provision of health and health-related screening services (as described in the Statement of Work attached hereto as Attachment A hereto) during the term of this CONTRACT, CITY will not authorize any other person or entity to perform the same or substantially similar services or engage in the same or similar activities contemplated by this CONTRACT, with the exception of the Bob Ross Senior Center, at the Senior Centers listed in the List of Senior Centers, attached hereto as **Attachment C-1** or at any other senior center that may be added to the List of Senior Centers by the CITY from time to time during the term of this CONTRACT. CONSULTANT shall refer seniors for further diagnostic or treatment services, as appropriate, to the applicable senior's primary care physician or, if the senior does not have a primary care physician, to CONSULTANT's medical group of practicing physicians, or to another physician or specialist, as appropriate.

5. Section 4.2 is hereby amended as follows:

INITIAL TERM AND RENEWALS: This CONTRACT shall commence immediately upon execution, with activities and services listed in Attachment "A" to commence September 1, 2009 and shall continue until May 14, 2014 unless either party gives written notice of termination not less than sixty (60) days in advance of the last day of the term in accordance with this Article IV. The Parties intend to renew this CONTRACT for two (2) additional years, subject to (a) the prior approval by the City Council of San Antonio of such renewal; (b) the availability to CONSULTANT of funding to match, pro rata on an annual basis, the funding commitments made by CONSULTANT during the initial term; and (c) CONSULTANT satisfactorily meeting the performance requirements of this CONTRACT, as solely determined by the CITY, whose decision shall be final.

6. Section 4.3 is hereby amended as follows:

TERMINATION BY NOTICE: The CONTRACT may be canceled by either Party upon written notice only in the event that the role, function and/or activities conducted at the five (5) multi-service senior centers in Districts 1, 4, 5, 8, and 10 (or any additional senior centers on Attachment C-1 or any others added by the CITY from time to time during the term of this CONTRACT), are materially changed from the present, the facilities become inoperable due to fire, flood or other calamity, the City Council fails to appropriate sufficient funds to continue operation at the senior centers, or budgetary constraints cause the City to terminate programs or close the senior centers; provided, however, the City shall not issue any such notice if the City desires or intends to operate a comparable operation of similar services to the four (4) multi-service senior centers in Districts 1, 4, 5 and 10 (excluding the District 8 Bob Ross Senior Center) or any additional senior centers listed on Attachment C-1 or others that have been added to Attachment C-1 by the CITY from time to time during the term of this

CONTRACT and such comparable operation(s) is exclusively operated by CONSULTANT. Such notice shall specify an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other Party. Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("IDPAA") and the limitations imposed thereunder regarding transfer of information, and except as otherwise provided in this CONTRACT, all files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date

7. Section 16.1 is hereby amended as follows:

Except where the terms of this CONTRACT expressly provide otherwise, Notices to the parties hereto required or appropriate under this CONTRACT shall be deemed sufficient if delivered personally (with receipt acknowledged) or in writing and mailed, Registered or Certified, postage prepaid, addressed to:

CITY

City of San Antonio
Attn: Director
Department of Human Services
106 St. Mary's Street, 7th Floor
San Antonio, Texas 78205

WELLMED

WellMed Medical Management, Inc.
Attn: Senior VP – Shared Services
8637 Fredericksburg Road, Ste 500
San Antonio, Texas 78240

8. Section 22.1 is hereby amended as follows:

CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations, including, but not limited to, HIPAA and the HIPAA Business Associate Agreement attached hereto and incorporated herein for all purposes as **Attachment F**.

9. Section 22.3 is hereby amended as follows:

Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:

- (A) Titles VI and VII of the Civil Rights Act of 1964, as amended;
- (B) Section 504 of the Rehabilitation Act of 1973, as amended;
- (C) The Age Discrimination Act of 1975, as amended;
- (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
- (E) All applicable regulations implementing the above laws.

10. Section 23.1 is hereby amended as follows:

CONSULTANT understands and agrees that all attachments referred to in this CONTRACT are intended to be and hereby are, specifically made a part of this CONTRACT. Said attachments are as follows:

Statement of Work	Attachment A
Performance Measures	Attachment B
CITY's Request for Proposal	Attachment C
List of Senior Centers	Attachment C-1
CONSULTANT's Proposal	Attachment D
SBEDA Plan	Attachment E
HIPAA Business Associate Agreement	Attachment F

11. The document attached hereto and incorporated herein as **Exhibit I** is the agreed upon Statement of Work for the CONTRACT, and shall be labeled **Attachment A** for the purposes of attachment the CONTRACT. The attachment supersedes prior conflicting or inconsistent agreements with regard to the referenced Statement of Work, and all references in the CONTRACT to the Statement of Work shall mean the Statement of Work as revised by this Amendment.
12. The document attached hereto and incorporated herein as **Exhibit II** is the agreed upon Performance Measures for the CONTRACT and shall be labeled **Attachment B** for the purposes of attachment to the CONTRACT. The attachment supersedes prior conflicting or inconsistent agreements with regard to the referenced Performance Measures and all references in the CONTRACT to the Performance Measures shall mean the Performance Measures as revised by this Amendment.
13. The document attached hereto and incorporated herein as **Exhibit III** is the agreed upon List of Senior Centers for the CONTRACT and shall be labeled **Attachment C-1** for the purposes of attachment to the CONTRACT. The attachment supersedes prior conflicting or inconsistent agreements with regard to the Senior Centers and all references in the CONTRACT to the List of Senior Centers shall mean the Attachment as incorporated or revised by this Amendment.
14. The document attached hereto and incorporated herein as **Exhibit IV** is the agreed upon HIPAA Business Associate Agreement for the CONTRACT and shall be labeled **Attachment F** for the purposes of attachment to the CONTRACT. All references in the CONTRACT to the HIPAA Business Associate Agreement shall mean the Attachment as revised by this Amendment.

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

Fully executed the date of the last party to sign below.

CITY OF SAN ANTONIO:

WELLMED:

WellMed Medical Management, Inc.

Melody Woosley, Director
Department of Human Services

Bill Connolly, Senior VP – Shared Services

Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney