

**AMENDMENT
OF 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 (“Metro Health”) and The University of Texas Health Science Center at San Antonio (“Institution” or “CONTRACTOR”) an institution of The University of Texas System and an agency of the State of Texas, on behalf of its Institute for Health Promotion Research. City and CONTRACTOR 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 U.S. Department of Health and Human Services’ (DHHS) Racial and Ethnic Approaches to Community Health (REACH) Healthy Neighborhoods Project’s (FALN #93.738, FAIN#NU58DP006589) purpose is to expand the existing Healthy Neighborhoods program to promote tobacco-free living, improved nutrition, and community-clinical strategies among African American and Latino communities on the near East, South, and West sides of San Antonio; and

WHEREAS, the City entered into an agreement (“the Agreement”) with CONTRACTOR for services for a term of January 1, 2021 through September 29, 2021; and

WHEREAS, pursuant to the Agreement, CONTRACTOR services include supporting bi-directional communication/referrals between entities in the clinical sector and community based programs for Metro Health’s REACH Healthy Neighborhoods Project (Project); and

WHEREAS, CONTRACTOR has continued to provide services as part of the Project and intends to continue to provide services in order to meet Project goals; and

WHEREAS, through an amendment executed on February 4, 2022, the Parties amended the Agreement to extend the term through September 29, 2022, amended the scope of services for CONTRACTOR to continue to provide additional services and increased the total compensation; and

WHEREAS, the Parties wish to amend the Agreement to extend the term through September 29, 2023, amend the scope of services for CONTRACTOR to continue to provide additional services and increase the total compensation; and

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

City and CONTRACTOR agree to amend the Agreement as follows:

**ARTICLE I
AMENDMENTS**

1. Article I, “Term”, Section 1.1 is amended to extend the term through September 29, 2023 as follows:

1.1 The term of this Agreement commences on January 1, 2021 and terminates on September 29, 2023.

2. Article II, "Scope of Services", Section 2.1 is amended to add additional services by adding section 2.1.8 as follows:

2.1.8 During the period of September 30, 2022 through September 29, 2023, CONTRACTOR shall (1) continue facilitating community and clinical linkages (CCL) planning and implementation meetings, (2) serve as the liaison for the bi-directional transfer of referrals and patient participation information for Metro Health programs and UHS providers, (3) implement the plan for sustainability, and (4) submit progress reports as follows:

a. **CCL planning and implementation meetings.** CONTRACTOR shall facilitate CCL planning and implementation meetings for the purpose of discussing the implementation of CCL workflows and bi-directional referral processes between Metro Health and UHS clinics. These meetings will occur (a) between CONTRACTOR and Metro Health (e.g., bi-monthly meetings with Metro Health CCL coordinator), (b) between CONTRACTOR and UHS clinics, and (c) between CONTRACTOR, UHS, and Metro Health. The goal for these meetings will be to establish, build, and strengthen meaningful and mutually beneficial relationships for CCL work.

b. **CCL liaison.** CONTRACTOR shall serve as the liaison for coordinated care for UHS patients using community health workers (CHWs). CONTRACTOR shall provide partial support for CHWs and research area specialists to:

1. Manage the referral and enrollment of patients into the Diabetes Prevention and Diabetes Management programs. This includes research area specialists completing and submitting diabetes prevention and management enrollment forms.
2. Manage the bi-directional transfer of program participant progress. This includes a research area specialist receiving participation data from the Diabetes Management and Prevention program at enrollment, mid-point, and program completion. This information will be entered into the patient's medical record by the referring research area specialist.

c. **Plan for sustainability.** CONTRACTOR shall transition sustainability to Metro Health. CONTRACTOR shall work closely with UHS and Metro Health to implement the Sustainability Plan. CONTRACTOR shall explore methods to implement and manage the bi-directional referral process. Methods shall include, but are not limited to, CONTRACTOR providing for designated Metro Health staff to access the UHS medical records system (Epic) to directly manage the bi-directional referral process.

d. CONTRACTOR shall work closely with UHS and Metro Health to develop a Sustainability Plan. CONTRACTOR shall explore methods to implement and manage the bi-directional referral process. Methods may include, but are not limited to, CONTRACTOR providing for designated Metro Health staff to access the UHS medical records system (Epic) to directly manage the bi-directional referral process.

Progress reports and dissemination or documentation. CONTRACTOR shall quarterly submit progress reports that describe activities that occurred for each noted month and provide information on the number of patients referred to each program. Contractor shall also submit a Final Report to include:

1. Summary of year of activities, including names of partner clinics and local health and prevention programs.
2. Number of clinics that have formal partnerships with local health and prevention programs.
3. Number of patients referred to local health and prevention programs (reported in aggregate, not identifiable).
4. Number of patients enrolled in local health and prevention programs in the community after receiving a referral from the partner clinic.
5. Summary of feedback gathered from providers through Key Informant interviews and

patients through interviews and/or satisfaction surveys.

6. Recommendations to the program for continuing and/or building on the work in subsequent years.

3. Article III, "Compensation to Contractor", Section 3.1 is amended to increase the total compensation and add subsections h. through k. as follows:

3.1 In consideration of CONTRACTOR'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 CONTRACTOR a fee of ONE HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED SEVENTY NINE DOLLARS (\$156,479.00) as total compensation, to be paid to CONTRACTOR as set out below:

- a. Deliverable #1: 1st Quarterly Report (due February 28, 2021) - \$10,000.00
- b. Deliverable #2: 2nd Quarterly Report (due May 28, 2021) - \$10,000.00
- c. Deliverable #3: Final Report (due September 29, 2021) - \$18,000.00
- d. Deliverable #4: Monthly Progress Reports for January, February, March 2022 (due April 15, 2022) - \$19,000.00
- e. Deliverable #5: Monthly Progress Reports for April, May, June 2022 (due July 15, 2022) - \$19,000.00
- f. Deliverable #6: Monthly Progress Reports for July and August 2022 (due September 16, 2022) - \$19,000.00
- g. Deliverable #7: Sustainability Plan and Final Report due by September 30, 2022 - \$20,550.00
- h. Deliverable #8: Progress Reports for October, November, December 2022 (due January 16, 2023) - \$10,000.00
- i. Deliverable #9: Progress Reports for January, February, March 2023 (due April 17, 2023) - \$10,000.00
- j. Deliverable #10: Progress Reports for April, May, June 2023 (due July 17, 2023) - \$10,000.00
- k. Deliverable #11: Progress Reports for July, August 2023 and Final Report due September 30, 2023 - \$10,929.00

ARTICLE II.
TERMS AND CONDITIONS

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 the Parties by amendment.

EXECUTED and **AGREED** to on this ____ day of _____, 2022. This amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER
AT SAN ANTONIO**

Claude A. Jacob
Health Director
San Antonio Metropolitan Health District

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Rachel E. Schofield 8/3/2022
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Rachel E. Schofield
Manager, Contracts & Agreements

APPROVED AS TO FORM:

City Attorney