EG/efg
01/29/15
Item #24

AN ORDINANCE 2015-01-29-0073

AUTHORIZING AN AMENDMENT TO REVISE THE SCOPE OF WORK AND BUDGET FOR YEAR TWO OF AN AGREEMENT WITH THE YMCA OF GREATER SAN ANTONIO FOR THE ADMINISTRATION OF DIABETES PREVENTION PROGRAMS FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S MEDICAID 1115 WAIVER PROGRAM FOR A TERM ENDING SEPTEMBER 30, 2016.

* * * * *

WHEREAS, in January 2013, City Council authorized the submission of six project proposals for consideration and funding through the new Delivery System Reform Incentive Payment (DSRIP) arm of the "Texas Healthcare Transformation and Quality Improvement Program" or Texas Medicaid 1115 Waiver; and

WHEREAS, the San Antonio Metropolitan Health District (Metro Health) carefully selected projects in the following areas: diabetes prevention, children's oral health services, HIV and Syphilis prevention, breastfeeding promotion, teen pregnancy prevention and neighborhood health promotion; and

WHEREAS, all six projects were approved for funding through two phases of approvals in April and September of 2013; and

WHEREAS, on June 20, 2013, City Council authorized the current agreement with the YMCA and through this agreement the YMCA administers diabetes prevention programs as part of Metro Health's diabetes prevention Medicaid 1115 Waiver project; and

WHEREAS, the YMCA Diabetes Prevention Program is a nationally recognized program that has been shown to be effective in preventing or delaying the onset of diabetes among individuals at high risk for diabetes; and

WHEREAS, this program was developed and evaluated by YMCA-USA (Y USA) and the Centers for Disease Control and is currently offered by YMCA affiliates in several other U.S. cities; and

WHEREAS, this program has been developed and is licensed by the Y USA for use only by YMCA affiliates and was specifically included in the Metro Health 1115 project proposal; and

WHEREAS, through this amendment the YMCA of Greater San Antonio will continue to provide services free of cost to at least 500 participants per year; **NOW THEREFORE:**

EG/efg
01/29/15
Item #24

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee, or the Director of Metro Health or his designee is authorized to execute an amendment to revise the scope of work and budget for year two of an agreement with the YMCA of Greater San Antonio for the administration of diabetes prevention programs for the Metro Health's Medicaid 1115 Waiver Program for a term ending September 30, 2016. A copy of the amendment, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 3. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 29th day of January, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**24**
Date:	01/29/2015
Time:	12:18:20 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to revise the scope of work and budget for year two of an agreement with the YMCA of Greater San Antonio for the administration of diabetes prevention programs for the San Antonio Metropolitan Health District's Medicaid 1115 Waiver Program for a term ending September 30, 2016. [Erik Walsh, Deputy City Manager; Dr. Thomas L. Schlenker, Director of Public Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

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 1st and September 30th 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 5th 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 1st – September 30th the CONTRACTOR will invoice the CITY for a payment of $215,000.00. If the CONTRACTOR is unable the reach the minimum of 500 participants by September 30th 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 1st through September 30th) 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 1st through September 30th), 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 31st, May 31st, and September 30th.

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 31st, May 31st, and September 30th.

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

Approved as to Form:

_____

City Attorney