

Attachment A Statement of Work

- A. CONSULTANT shall manage and provide health and health-related screening services (as described below) to seniors at the Comprehensive Senior Centers and the additional Senior Nutrition Centers as listed in Attachment C-1, the List of Senior Nutrition Centers, in accordance with the following provisions:
1. Service goal: CONSULTANT shall provide high quality, proactive health and health-related screening services, using industry best practices, in a manner that furthers the mission that every senior in the community have a medical home, and that every senior have the opportunity to take advantage of timely preventive health services, to address acute episodes before they become even greater problems, and to develop relationships that will facilitate continuity of care.
 2. Comprehensive Senior Centers:
 - District 1 Westend Park Senior Center, located at 1226 NW 18th Street, San Antonio, Texas 78207;
 - District 3 District 3 Senior Center, located at 3303 Pecan Valley Drive, San Antonio, Texas 78210;
 - District 4 Willie Cortez Senior Center, located at 5512 S.W. Military, San Antonio, Texas 78242;
 - District 5 Senior Center, located at 2701 South Presa, San Antonio, Texas 78210;
 - District 5 Normoyle Park Senior Center, located at 700 Culberson Avenue, San Antonio, Texas 78225
 - District 8 Bob Ross Senior Center, located at 2219 Babcock Road, San Antonio, Texas 78229;
 - District 10 Northeast Senior Center, located at 4135 Thousand Oaks, San Antonio, Texas 78217
 3. Additional Senior Nutrition Centers: CONSULTANT shall provide the services described herein to eligible seniors at the additional senior center sites listed in Attachment C-1, the List of Senior Nutrition Centers, and at any additional senior nutrition centers that may be added to Attachment C-1 by the CITY from time to time during the term of this CONTRACT.
 4. Hours of Operation: CONSULTANT shall perform and provide the services described herein to eligible seniors at Senior Nutrition Centers based on a tiered schedule as specified in Attachment C-1, List of Senior Nutrition Centers. Additionally, CONSULTANT may be asked by CITY to perform services on occasional weekends or evenings during peak seasonal times, such as when immunizations are necessary.
 5. Eligibility: Eligible seniors are seniors age sixty (60) and older.
 6. Scheduling: CONSULTANT shall schedule health assessments and screenings at the Comprehensive Senior Centers by appointment to ensure that the clinic has the appropriate staff and supplies needed for that day. This also ensures that the clients do not have excessive wait times due to unscheduled appointments. CONSULTANT shall use its best efforts to accommodate the occasional influx of walk-ins who may require services, to the extent CONSULTANT's schedule permits and staff is available.
 7. Referrals: CONSULTANT shall refer, as appropriate, seniors to physicians or clinics for further evaluation, treatment and follow-up of health conditions that were identified in the diagnostic appointment so that the seniors receive necessary or advisable medical treatment.
 8. Minimum Staffing: CONSULTANT shall ensure that appropriate staff be present to provide all appropriate health-related services at each of the Senior Nutrition Centers and for the times described in Attachment C-1, the List of Senior Centers. CONSULTANT may provide basic dental services, contingent upon the availability of funding and services through CONSULTANT'S approved dental partners.

9. Health and health-related services: CONSULTANT shall perform the following for seniors at the Comprehensive Senior Centers:

- a. Health risk assessments and age-appropriate screenings for the following conditions as recommended by the US preventive Services Task Force Guidelines:
 - Diabetes mellitus
 - High blood pressure checks
 - Lipid disorders, including screening of total cholesterol.
 - Obesity, including the use of Body mass Index (BMI) to include intensive counseling and behavioral interventions to promote sustained weight loss for obese adults.
- b. Vision screenings
- c. Hearing assessments
- d. Annual influenza immunization, and all necessary vaccine supply, medical equipment, and personnel for administration
- e. Health education/prevention classes, to address such conditions with special emphasis on evidence-based disease prevention and health promotion programs including but not limited to the following:
 - Diabetes and the Stanford Diabetes Self-Management Training Program (DSMP)
 - Hypertension
 - Heart disease
 - Nutrition
 - Exercise
 - A Matter of Balance, Fall prevention
 - Chronic disease management and the Stanford Chronic Disease Self-Management Program (CDSMP)

10. Biomedical hazard removal: In the event that CONSULTANT generates biomedical hazardous materials in the course of performing services under this CONTRACT, then CONSULTANT shall dispose of such materials in accordance with applicable law and industry best practices.

B. Call center: CONSULTANT shall provide seniors access to a dedicated call center for free qualification and renewals to the Medicare Savings Programs.

C. Reporting: CONSULTANT shall submit to the Department of Human Services such reports as may be required by the CITY, including a Contract Monitoring Report in the form provided to CONSULTANT by CITY. The Contract Monitoring Report is to be submitted by the CONSULTANT no later than the 10th calendar day of each month. CONSULTANT ensures that all information contained in all required reports submitted to CITY is accurate.

D. Marketing Program: CONSULTANT, utilizing its marketing department and in collaboration with CITY, shall create a marketing program to develop a variety of bilingual (Spanish/English) print, television and radio promotional and outreach materials to be distributed, produced, and presented at the targeted city sites and at related community events to inform seniors about available services. CONSULTANT commits to expend no less than \$25,000.00 during the term of the CONTRACT for the marketing program. CITY acknowledges and agrees that CONSULTANT may include in any of its marketing materials during the term of the CONTRACT, that CONSULTANT is the exclusive provider of health and health-related services at the Senior Centers listed in Attachment C-1, the List of Senior Centers, with the exception of the District 8 Bob Ross Senior Center.

E. Meetings and Presentations: CONSULTANT's representative shall attend meetings with CITY staff relating to administration and performance pursuant to the CONTRACT, and shall make presentations as requested by the CITY at CITY events, including, but not limited to, CITY health fairs or before City Council and its subcommittees.

F. Needs Assessment and Additional Services: CONSULTANT shall engage in an annual needs assessment, which shall be an assessment identifying additional necessary, preventative or optional health assessments, health screenings, or health education other than that which will be provided by CONSULTANT under this CONTRACT. CONSULTANT shall submit a proposal to implement the provision of additional services no less than 45 days after the CONTRACT commences and 45 days after each successive year of the CONTRACT, all at no cost to the CITY.

G. Performance Measures: CONSULTANT shall provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the Performance Measures affixed to the CONTRACT as Attachment B.

Attachment B

MONTHLY PERFORMANCE MEASURES	
	Value
Total monthly number of unduplicated seniors to receive cost-free health screening services at Senior Centers	300
Total monthly number of health screenings provided to seniors at Senior Centers	2000
Total monthly number of health education/prevention classes provided to seniors at Senior Centers	288
Total monthly number of seniors who attended health education/prevention classes at Senior Centers	500
Total monthly number of dental services provided to seniors at Senior Centers	863
Total monthly number of seniors who established a medical home	345
Total % of seniors with high customer satisfaction and high service satisfaction	95%

CITY OF SAN ANTONIO

DEPARTMENT OF HUMAN SERVICES



**REQUEST FOR PROPOSAL
("RFP")**

for

HEALTH SERVICES FOR SENIORS

(RFP 16-040)

Release Date: July 18, 2016
Proposals Due: August 9, 2016

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003 – BACKGROUND

The City of San Antonio's Department of Human Services (DHS) is committed to the enhancement of the social, psychological and physiological well-being of senior citizens in San Antonio and Bexar County. The comprehensive services offered by DHS assist elderly citizens to remain in their own homes, to maintain their independence, and to improve their quality of life. DHS delivers aging programs through public and private partnerships with agencies in the community.

The City of San Antonio (hereinafter referred to as "City") is seeking proposals from Respondents (hereinafter referred to as "Respondent") qualified to ESTABLISH AND OPERATE DEDICATED HEALTH SERVICES on a daily basis. These services will be offered by the Respondent AT NO COST to the City for all eligible participants in Senior Comprehensive Centers and Nutrition Sites located in City Council Districts 1, 2, 3, 4, 5, 6, 7, 8 and 10 (hereinafter referred to as "Target Districts"). Services will include core health services, as well as proactively addressing chronic conditions and providing acute care to clients. These services will enhance the comprehensive social service delivery system already offered at the centers.

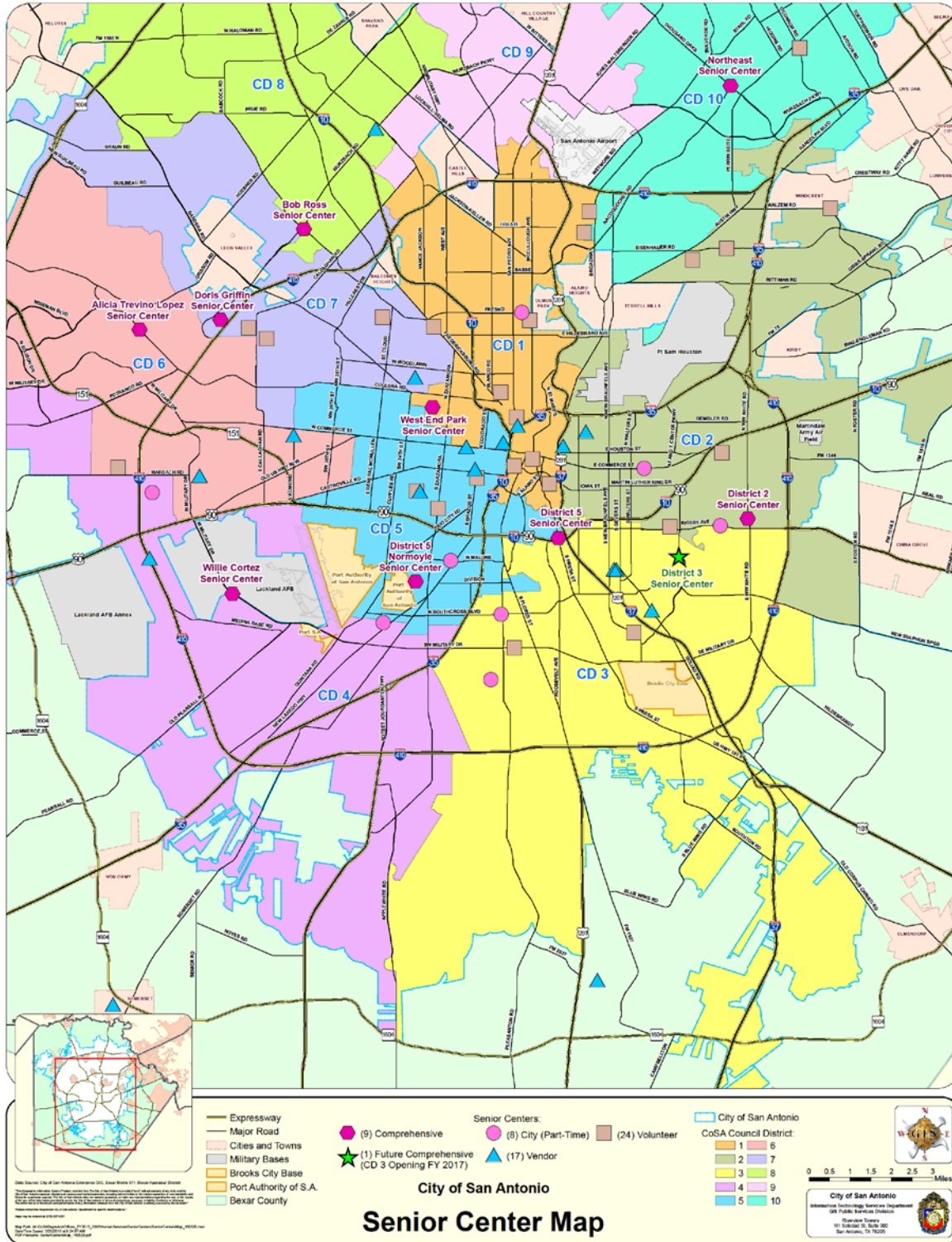
The referenced comprehensive centers serve as community forums for seniors to gather and interact. The comprehensive centers also offer a wide variety of supportive services to seniors designed to promote active civic involvement and overall health. Services and programs include nutrition, education, exercise activities, dance classes, computer classes, utility assistance, case management, income tax preparation, solid waste credits, and evidence-based programs promoting health and wellness. Additionally, comprehensive centers partner with agencies to provide additional services such as benefits counseling, employment assessment and placement, and caregiver support.

According to the 2010 U.S. Census, updated by the 2014 American Community Survey, the City has a population of 1,385,435. Of this total, over 15 percent (218,537) are seniors, age 60 and older. Figure 3 reflects a 20 percent increase of seniors residing in San Antonio over a seven year period. With the arrival of baby-boomers into the senior population, seniors will be the fastest growing age demographic for years to come.

The Census and subsequent Community Survey indicated 15.7 percent of seniors over the age of 65 live below the federal poverty level. The total senior population in San Antonio, 65 years and older, is 152,046 (Figure 3). Based on the national community survey, the approximate number of seniors living below the federal poverty line in San Antonio and within the program target areas is 19,139 as shown in Figure 4. Figure 1 below shows a map of the senior centers and vendor nutrition centers in San Antonio and Bexar County.

Figure 1

San Antonio Senior Center Map



CoSA Department of Human Services - Senior Services Centers

FY 2016 (Revised 6/28/16)

Council District	Total # Sites (59)	# Comprehensive (10)	# City Nutrition (8)	# Vendor Nutrition (17)	# Volunteer Nutrition (24)
1	12	1	1	2	8
2	8	1	1	2	4
3	9*	1* (opening FY'17)	3	3	2
4	4	1	2	1	0
5	9	2	1	3	3
6	4	1	0	2	1
7	6	1	0	1	4
8	2	1	0	1	0
9	0	0	0	0	0
10	2	1	0	0	1
Bexar County	3	0	0	2	1

Council District 1				Total Sites: 12
Center	Site Type	Address	Telephone	
West End Park Senior Center	Comprehensive	1226 NW 18th St. 78207	210.207.1720	
Kenwood Community Center	City	2123 W. Commerce St. 78207	210.207.1734	
Sacred Heart Catholic Church	Vendor	2123 W. Commerce St. 78207	210.226.3536	
Salvation Army- Hope Center	Vendor	515 W. Elmira St. 78212	210.352.2000	
Granada Apartments	Volunteer	311 S. St. Mary's St. 78205	210.225.2645	
Immaculate Heart of Mary	Volunteer	617 S. Santa Rosa 78204	210.226.8268	
Kenwood North Apartments	Volunteer	121 Avenue M 78212	210.207.1734	
Parkview Apartments	Volunteer	114 Hickman St. 78212	210.477.6416	
Pecan Hill Apartments	Volunteer	1600 W. Lawndale Dr. 78209	210.477.6417	
St. Anthony de Padua	Volunteer	102 Lorenz 78209	210.824.1743	
Victoria Plaza Apartments	Volunteer	411 Barrera 78210	210.477.6495	
Villa Tranchese Apartments	Volunteer	307 Marshall St. 78212	210.477.6325	
Council District 2				Total Sites: 8
Center	Site Type	Address	Telephone	
District 2 Senior Center	Comprehensive	1751 S. W.W. White Rd. 78220	210.207.5390	
Claude W. Black Center	City	2805 E. Commerce 78203	210.207.5239	
Ella Austin Community Center	Vendor	1023 N. Pine 78202	210.224.2351	
Salvation Army – Dave Coy	Vendor	226 Nolan 78202	210.226.2291	
Bethany United Methodist Church	Volunteer	4102 Eisenhower 78218	210.655.5473	
Newell Apartments	Volunteer	6918 E. Sunbelt Dr. 78218	210.824.6001	
Roseville Apartments	Volunteer	4139 E. Houston St. 78220	210.337.6925	
William R. Sinkin Apartments	Volunteer	1518 Amanda St. 78210	210.477.6628	
Council District 3				Total Sites: 9
Center	Site Type	Address	Telephone	
District 3 Senior Center*	Comprehensive	3303 Pecan Valley Drive., 78210	210.000.0000	
Comanche Park #2 (Aldersgate)	City	2600 Rigsby 78222	210.333.0414	

Harlandale Senior Center	City	115 W. Southcross 78221	210.924.4771
Hope of Glory	City	339 W. Hutchins 78221	210.928.1818
Fair Avenue Apartments	Vendor	1215 Fair Ave. 78223	210.477.6337
Good Shepherd Lutheran Church	Vendor	1630 Goliad Rd. 78223	210.333.0460
St. Margaret Mary's Catholic Church	Vendor	1314 Fair Ave. 78223	210.532.4777
Primrose @ Mission Hills Apartments	Volunteer	6639 S. New Braunfels 78223	210.534.5380
Elvira Cisneros Center	Volunteer	517 SW Military Dr. 78221	210.927.9328
Council District 4			Total Sites: 4
Center	Site Type	Address	Telephone
Willie M. Cortez Senior Multi-Service Center	Comprehensive	5512 SW Military Dr. 78242	210.207.5294
South San Senior Center	City	503 Lovett 78211	210.924.4691
Virginia Gill Community Center (Operated by SA Parks & Rec)	City	7902 Westshire 78227	210.207.3237
St. Vincent de Paul	Vendor	4222 SW Loop 410 78227	210.670.1800
Council District 5			Total Sites: 9
Center	Site Type	Address	Telephone
District 5 Senior Multi-Service Center	Comprehensive	2701 S. Presa 78210	210.207.5270
District 5 Normoyle	Comprehensive	700 Culberson, 78225	210.207.5650
Palm Heights	City	1201 W. Malone 78225	210.207.3099
Our Lady of Guadalupe	Vendor	1321 El Paso 78207	210.223.5738
Palacio del Sol Nutrition Center	Vendor	400 N. Frio 78207	210.224.0442
St. Timothy Catholic Church	Vendor	1515 Saltillo 78207	210.432.4477
Charles A. Gonzales Senior Community Residence	Volunteer	2022 S. Zarzamora 78207	210.270.0355
Good Samaritan Center	Volunteer	1600 Saltillo St. 78207	210.434.0131
Ernest C. Olivares Senior Community Residence	Volunteer	1003 Vera Cruz 78207	210.226.5579
Council District 6			Total Sites: 4
Center	Site Type	Address	Telephone
Alicia Treviño López Senior One Stop Center	Comprehensive	8353 Culebra Rd 78251	210.558.0178
Bethel Family Center	Vendor	227 S. Acme Rd 78237	210.432.5554
Villa Alegre Apartments	Vendor	6902 Marbach 78227	210.675.6411
O'Keefe Gardenbrook Apartments	Volunteer	8734 Gardenbrook 78245	210.674.7847
Council District 7			Total Sites: 6
Center	Site Type	Address	Telephone
Doris Griffin Senior One Stop Center	Comprehensive	6157 NW Loop 410 78238	210.780.7444
Salvation Army- Peacock Center	Vendor	2810 W. Ashby St. 78201	210.733.0665
Legacy @ Science Park	Volunteer	5803 Ingram 78228	210.431.7400
Nueces Bend Apartments	Volunteer	3503 Camino Real 78238	210.522.0440
Primrose @ Monticello Park Apartments	Volunteer	2803 Fredericksburg 78201	210.733.8300
Sunshine Plaza Apartments	Volunteer	455 E. Sunshine 78228	210.477.6462
Council District 8			Total Sites: 2
Center	Site Type	Address	Telephone

Bob Ross Senior Center	Comprehensive	2219 Babcock 78229	210.207.5300
St. Matthew Catholic Church	Vendor	10703 Wurzbach 78230	210.478.5017
Council District 10			Total Sites: 2
Center	Site Type	Address	Telephone
Northeast Senior Center	Comprehensive	4135 Thousand Oaks, 78217	210.207.4590
Legacy @ O'Connor Apartments	Volunteer	13842 O'Connor 78233	210.946.3900
Bexar County			Total Sites: 3
Center	Site Type	Address	Telephone
El Carmen	Vendor	18555 Leal Rd. 78221	210.626.2485
Somerset Senior Center	Vendor	19375 "K" Street Somerset, TX 78069	830.429.3442
Crestview Baptist Church	Volunteer	8101 Eaglecrest 78239	210.655.7451

Figure 3
San Antonio population growth from 2007 to 2014

Age Group	2007	2014
Total Population	1,284,332	1,385,438
60 to 64 years	54,711	66,491
65 to 74 years	65,756	84,319
75 to 84 years	48,435	47,523
85 and over	19,014	20,204
Total 60 and Older	187,916	218,537

Figure 4
Senior Population Poverty Level

Variable	CD1	CD2	CD3	CD4	CD5	CD6	CD7	CD8	CD9	CD10	San Antonio
Total Population	127,962	134,375	135,336	138,259	125,033	142,922	143,965	147,916	144,928	146,049	1,386,745
Age 60 and older	24,597	20,284	21,877	17,472	21,429	18,317	25,046	20,436	24,777	24,818	219,053
Age 65 and older below poverty level	2,927	2,082	2,816	1,224	3,530	1,266	2,273	1,132	777	1,112	19,139
Age 65 and older below poverty level % of total population	2.36%	1.61%	2.11%	0.89%	2.93%	0.89%	1.61%	0.78%	0.54%	0.77%	1.40%

004 - SCOPE OF SERVICE

In order to maximize efficiency and effectiveness, the City will continue to outsource the provision of health-related services to seniors at the City's comprehensive centers in San Antonio. The selected Respondent shall provide these services in a method that reflects the mission, vision, and goals of DHS. Respondents are encouraged to identify health-related services and provide a recommended plan most beneficial to the senior population and the City of San Antonio.

Respondents shall be required to demonstrate the capacity to operate in at least ten (10) dedicated health-related service centers, as specified by the City, by October 1, 2016. The City reserves the option to add additional sites, also as specified by the City. The City anticipates that the selected Respondent(s) shall have the health-related service centers operable October 1, 2016.

The Respondent shall provide the core services listed below and utilize current processes and standards followed by the City. The City is interested in providing quality care for its seniors by following industry best practices; therefore, consideration will only be given to proposals which offer comparable, high quality services AT NO COST to the clients.

General Information

1. Service eligibility for all eligible participants in Senior Comprehensive Centers and Nutrition Sites located in the Targeted Districts.
2. Services identified in the Scope of work shall be implemented and managed AT NO COST to the seniors or the City
 - a. The City shall provide office space, utilities, basic office furniture and phones.
 - b. The selected Respondent shall provide all specialty equipment and computers necessary to perform health-related services.
3. ***The selected Respondent shall underwrite all expenses (i.e., provide all financial support) for operations associated with and in support of said health-related services.***
4. ***The selected Respondent shall provide City an annual fee for each year of operation, based on the proration of space allocation, utility usage and administration oversight. The annual fee will be used to enhance DHS's supportive service offerings and the centers.***
5. The selected Respondent and City shall enter into a contract, to include the Scope of Work and other provisions, as first reviewed and approved by the City Attorney's Office.
6. The selected Respondent shall work together with City staff to identify and implement additional services, as needed, AT NO COST to the City.

Medical Service Delivery

DAILY preventive medical service delivery provided shall include, but not be limited to the following:

1. HEALTH RISK ASSESSMENTS and AGE-APPROPRIATE SCREENINGS and services for the following conditions as recommended by the U.S. Preventive Services Task Force Guidelines:
 - a. Alcohol misuse and behavioral counseling interventions
 - b. Aspirin use for the primary prevention of cardiovascular events in adults at increased risk for coronary heart disease
 - c. Breast cancer for women with mammography
 - d. Colorectal cancer for men and women
 - e. Depression with systems to assure accurate diagnoses, effective treatment, and follow-up
 - f. Diabetes mellitus with hypertension or hyperlipidemia
 - g. High blood pressure
 - h. Lipid disorders, including measurement of total cholesterol, high-density lipoprotein cholesterol (HDL), and low-density lipoprotein cholesterol (LDL)
 - i. Obesity, including the use of Body mass index (BMI) to include intensive counseling and behavioral interventions to promote sustained weight loss for obese adults.
 - j. Osteoporosis in women 65 years and older and women 60 years and older at increased risk for osteoporotic fractures.
 - k. Tobacco use, including tobacco-caused disease counseling and cessation interventions for those who use tobacco.
2. Health education/prevention classes, to address conditions including but not be limited to the following:
 - a. Diabetes
 - b. Hypertension
 - c. Heart disease
 - d. Tobacco use
 - e. Medication (prescriptions & consumption)
 - f. Nutrition
 - g. Exercise classes and fitness equipment education
 - h. Fall prevention/Frailty

- i. Chronic disease management
 - j. Immunization, including Shingle shots
 - k. Medicare/Medicaid programs (benefits & eligibility)
 - l. Ask a Doctor, Dietician, nurse sessions
 - m. Health and Resource Fairs
3. Immunizations – Selected Respondent will be required to provide seniors with the age-appropriate immunizations as recommended by the Centers for Disease Control and Prevention (CDC), including but not limited to pneumococcal vaccine and annual influenza immunization. The selected Respondent will be required to provide necessary vaccine supply, medical equipment, and personnel for administration.
 4. Following disposal guidelines, properly dispose of all biohazard materials and containers.
 5. Other potential types of screening services to include vision screening for glaucoma and hearing screening.
 6. Health and wellness materials and information to seniors who visit the senior comprehensive centers.
 7. Promotional and outreach materials to inform seniors about available services.

Dental Service Delivery

DAILY service delivery provided shall include, but not be limited to:

1. Oral health evaluations for seniors provided by a dentist
2. Appropriate referral and case management by a dental health professional
3. Preventive oral health services including but not limited to: dental prophylaxis, fluoride application, oral hygiene instruction and nutritional counseling
4. Dental education/disease prevention classes including but not limited to the following topics:
 - o Daily oral hygiene for geriatric patients
 - o Tobacco cessation
 - o Diabetes and oral health

Optional Additional Services

The City is interested in expanding available services to include optional medical services in the areas of diagnosis, screening, treatment, referral, and prevention services relevant to the City's senior population. The selected Respondent's staff should have significant training, experience, licenses and certifications in any area(s) the Respondent recommends in the proposal.

Capacity and Customer Service

Customer service is a high priority for the City. The selected Respondent will schedule each appointment with ample time to visit with each patient to determine immediate needs, as well as discuss other potential health risks. The Respondent must be able to accommodate the occasional influx of walk-ins who require services. Hours of operation will be Monday through Friday, 7:00 AM to 4:00 PM; but may occasionally include weekends or evenings during peak seasonal times, such as immunizations.

Integration and Coordination

Referring patients for further diagnostic or treatment services, as appropriate, will be an important function of services. Integration and coordination with other medical care providers and institutions in the area to ensure comprehensive care will be essential. It is expected that the selected Respondent will provide initial diagnostic services and not ongoing medical care to the seniors. Respondents would have to demonstrate assurance that ALL seniors that are screened for the conditions identified in this RFP or other conditions at the senior comprehensive centers shall be appropriately referred to receive medical services for further evaluation, treatment and follow-up of health conditions that were identified.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

The term for this contract awarded in response to this RFP is five (5) years. The City shall have the option to renew under the same terms and conditions for up to two (2) additional, one (1) year extensions. All renewals shall be in writing and signed by the Director, or their designee, without further action by the San Antonio City Council.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Finance Department Purchasing Division, Large Conference Room, Riverview Towers, 111 Soledad, 11th Floor, San Antonio, Texas 78205 at **10:00 a.m., Central Time, Friday, July 22, 2016.** Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Riverview Towers are wheelchair accessible. The accessible entrance is located at main entrance. Accessible parking spaces are located at Rand Garage, next door to Riverview Tower. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

When submitting the hard copy proposal, submit one (1) **COMPLETE** original, signed in ink, seven (7) hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR COMPENSATION SCHEDULE TO BE INCLUDED)** and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions to include measurable performance goals for the scope performed.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

*COST/COMPENSATION PROPOSAL. Use the Cost/Compensation Proposal that is found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFP as Attachment E.

*LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP Identification Form found in this RFP as Attachment F.

*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment G.

CERTIFICATE OF INTERESTED PARTIES (Form 1295). Complete, sign, have notarized, and submit Form 1295, found in this RFP as Attachment H.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment I. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment J.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Proposals should be submitted in hard copy format.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR COMPENSATION INFORMATION TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Health Services for Seniors**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m.**, Central Time, on **Tuesday, August 9, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City of San Antonio
Office of the City Clerk
Attn: Department of Human Services
RFP for "Health Services for Seniors"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio
Office of the City Clerk
Attn: Department of Human Services
RFP for "Health Services for Seniors"
100 Military Plaza
1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn.

City shall not be responsible for lost or misdirected proposals or modifications.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot

guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Central Time, Wednesday, July 27, 2016**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Charisma Esparza, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
charisma.esparza@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent’s duties and obligations related to that business relationship.

Questions submitted and the City’s responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is David Rodriguez. David may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request

additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria:

A. Experience, Background, Qualifications (30 points)

B. Proposed Plan (35 points)

C. Cost/Compensation Proposal (20 points)

D. SBEDA (20 points)

SBE Prime Contract Program – 10 points

Certified SBE firms (see *Small Business Enterprise definition*) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, **and**

M/WBE Prime Contract Program –10 points

Certified M/WBE firms (see *Minority/Women Business Enterprise definition*) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

Local Preference (LPP) Ordinance Program (10 points)

- 10 evaluation points for local businesses **headquartered** for **one year or more** within the incorporated San Antonio city limits,

OR;

- 5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for **one year or more**, from which at least 100% of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

Veteran-Owned Small Business (VOSB) Preference Program (5 points)

- 5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is/are deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to sign a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified by City during the negotiating process, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that neither the City nor the Commission shall in any way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City’s Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	Monday, July 18, 2016
Pre-Submittal Conference	Friday, July 22, 2016 at 10:00 a.m. Local Time
Final Questions Accepted	Wednesday, July 27, 2016 at 2:00 p.m. Local Time
Proposal Due	Tuesday, August 9, 2016 at 11:00 a.m. Local Time

Attachment C-1

List of Senior Centers

Tier 1: Minimum 4 days per Week, from 8am – 2pm

Comprehensive Senior Centers:

- District 3 District 3 Senior Center
- District 4 Willie M. Cortez Senior Center
- District 5 Senior Center
- District 5 Normoyle Senior Center
- District 8 Bob Ross Senior Center
- District 10 Northeast Senior Center
- And any additional Comprehensive Centers added

Tier 2: Minimum one (1) visit per Month or Week, as indicated

Comprehensive Senior Centers: (Once per Week)

- West End Park Senior Center

City Managed Centers: (Once per Month)

- Kenwood Community Center
- Claude Black Community Center
- Harlandale Senior Center
- South San Senior Center
- Virginia Gill Community Center
- Palm Heights

Tier 3: Minimum one (1) visit per Quarter (January–March; April–June; July–September; October–December)

City Managed Centers:

- Comanche Park #2
- Hope of Glory

Vendor Sites:

- Sacred Heart Church
- Salvation Army – Hope Center
- Granada Apartments
- Immaculate Heart of Mary
- Kenwood North Apartments
- Parkview Apartments
- Pecan Hill Apartments
- St. Anthony de Padua
- Victoria Plaza Apartments
- Villa Tranchese Apartments
- Ella Austin Community Center
- Salvation Army – Dave Coy
- Bethany United Methodist Church
- Newell Apartments
- Roseville Apartments
- William R. Sinkin Apartments
- Fair Avenue Apartments
- Good Shepherd Lutheran Church
- St Margaret Mary’s Church
- Primrose at Mission Hills Apartments
- St Vincent de Paul
- Our Lady of Guadalupe Catholic Church
- Palacio del Sol

Attachment C-1 (cont'd)

- St Timothy Catholic Church
- Bethel Senior Center
- Villa Allegre Apartments
- Salvation Army – Peacock Center
- St Matthews Catholic Church
- Charles A. Gonzales Senior Community Residence
- Good Samaritan Center
- Ernest C. Olivares Senior Community Residence
- O’Keefe Gardenbrook Apartments
- Legacy at Science Park
- Nueces Bend Apartments
- Primrose at Monticello Park
- Sunshine Plaza Apartments
- Legacy at O’Connor Apartments
- El Carmen Senior Center
- Somerset Senior Center
- Crestview Baptist Church



WellMed Medical Management Inc.

Response

RFP 16-040

Health Services for Seniors

City of San Antonio

Attachment D

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Executive Summary

WellMed is pleased to submit the following application in response to the *Request for Proposal for Health Services for Seniors*, RFP 16-040. Specializing in senior care since 1990, WellMed Medical Management is a San Antonio-based diversified, health care company serving over 238,000 patients and insured members, mostly Medicare-eligible seniors, throughout Texas, and Florida. As the parent company of WellMed Medical Group, it owns and operates more than 90 medical clinics in Texas and Florida. WellMed currently treats 1 in 5 Medicare seniors in the Greater San Antonio area.

WellMed has already been a valuable partner with the City of San Antonio since 2007 in the provision of flu shots for senior residents. This represents over \$750,000 in donation of flu vaccines, and has allowed over 43,000 additional flu shots to be provided than could have been provided by Metro Health alone. The professional services needed to provide these shots, normally \$25/shot, were provided at no cost to the city, an in-kind contribution of \$1,075,000.

As the current contractor for the Senior Health Services Program, WellMed has provided 7,950 seniors with health screenings during the seven year contract period, which represents a \$4,900,000 investment. This investment by WellMed has allowed the City of San Antonio to expand services to senior residents participating in the Senior One-Stops and nutrition sites at no cost.

The WellMed Charitable Foundation, the non-profit partner of WellMed, has partnered with the City of San Antonio in the operation of two Senior One-Stops, the Alicia Trevino Lopez Senior Community Center and the Doris Griffin Senior One Stop. This public/private partnership has been very successful and is a national model for the future of senior centers.

Under this RFP, services provided to seniors age 60 and over at the City One-Stop Centers will include regularly scheduled preventive health screenings including but not limited to the following: health risk assessments and age-appropriate health screenings. Educational programs will address diabetes, hypertension, heart disease, tobacco use, medication management,

Attachment D

nutrition, fall prevention, chronic disease self-management, and Medicare/Medicaid benefits and eligibility. WellMed will also continue to provide oral health screening and services through a subcontract with the San Antonio Christian Dental Clinic and the University Of Texas Health Science Center School Of Dentistry.

WellMed will provide one Medical Assistant (MA) or one Licensed Vocational Nurse (LVN) at each of the one-stop centers. Additionally, team members have determined a quarterly schedule to ensure that all senior nutrition sites operated by or in partnership with the City of San Antonio have the availability of health screenings and health education on a quarterly basis. Regular oral health screenings are conducted at the senior one-stops, and seniors who need actual dental services are referred through the WellMed team as needed.

WellMed will also create marketing tools, such as flyers, posters, etc to give information to seniors regarding the health screening and health education sessions available at the One Stops and other City Nutrition Sites.

As WellMed is the current contractor for these services, WellMed has the capacity to offer these services with no disruption in the current service levels.

This public/private partnership is a win-win for all involved. The seniors are able to get preventive health screenings at the one-stop centers, a convenient and familiar setting where they can also enjoy congregate meals, physical activity programs, and other social, educational, and recreational programs. This creates real synergy between the social services and health services that seniors need. Many seniors will get dental screenings and treatment for the first time. The City of San Antonio knows that seniors identified with a contraindication are seen by a primary care provider. During the original contract period, the WellMed team has many stories of seniors who avoided a catastrophic health event, because of a routine health screening conducted at one of the centers. Establishing a medical home allows seniors to better maintain their health and manage their chronic conditions.

The Department of Human Services is a leader in addressing the burden of health care costs to the City of San Antonio. It will be able to offer more, rather than less, to seniors in these difficult

Attachment D

financial times. WellMed and the City of San Antonio have both demonstrated a willingness to invest in the health of seniors in the community.

The WellMed vision is to change the face of healthcare delivery for seniors by providing quality, proactive patient care with a focus on prevention. WellMed has a proven record of success in delivering healthcare, and a proud history as a community partner. It is an organization that is ideally suited to fulfill the requirements of the RFP.

Attachment D

General Information and References
RFP Attachment A, Part One

Attachment D

GENERAL INFORMATION

Respondent Name: WellMed Medical Management, Inc.

Principal Address: 8637 Fredericksburg Rd, Suite 360

City: San Antonio State: Texas Zip Code: 78240

Telephone No: 210-877-7719 Fax No.: 210-694-0645

Website Address: www.wellmedhealthcare.com

Year Established: 1995

Provide the number of years in business under present name: 26 years

Federal Employee Identification Number: 74-2786364

Texas Comptroller's Taxpayer Number, if applicable: 1742786364

DUNS Number: 839870966

Business Structure: For Profit Corporation

Printed Name of Contract Signatory: Bryan Grundhoefer

Job Title: President

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: None

Provide address of office from which this project would be managed:

City: San Antonio State: Texas Zip Code: 78240

Telephone No.: 210-877-7719 Fax No.: 210-694-0645

Annual Revenue: \$509,000,000

Total Number of Employees: 3,134

Total Number of Current Clients/Customers: 238,000

Briefly describe other lines of business that the company is directly or indirectly affiliated with: WMMI is a medical management company that provides clinic operations services to contracted physicians/groups, and manages its wholly owned clinics in selected markets in Texas and Florida.

Attachment D

List Related Companies: WellMed Medical Group, WellMed Networks, Inc., WellMed Networks of Florida, WellMed Charitable Foundation

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings:

Name: Carol Zernial Title: Vice President, Charitable Relations

Address: 8367 Fredericksburg RD, Suite 100

City: San Antonio State: Texas Zip Code: 78240

Telephone No.: 210-877-7719 Fax No.: 210-694-0645

Email: czernial@wellmed.net

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

No

4. Is Respondent authorized and/or licensed to do business in Texas? Yes

If yes, list authorizations/licenses:

5. Where is the Respondent's corporate headquarters located? San Antonio, Texas

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas? Yes If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years: 26 Months:

b. State the number of employees at the San Antonio office: 3,134

7. Debarment/Suspension Information: Has the Respondent or any of its principles been debarred or suspended from contracting with any public entity? No

8. Surety Information: Has the respondent ever had a bond or surety canceled or forfeited? No

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? No

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? No

11. Previous Contracts:

Attachment D

- a. Has the Respondent ever failed to complete any contract awarded? No
- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? No
- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? No

References

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of services provided.

Reference No. 1:

Firm/Company Name: City of Corpus Christi

Contact Name: Lisa Oliver

Title: Superintendent

Address: PO Box 9277

City: Corpus Christi

State: Texas

Zip Code: 78469-9277

Email Address: lisao@cctexas.com

Telephone No: 361-826-3132

Fax No:

Date and Type of Services Provided: Beginning in late fall 2015, WMMI began renovations on the Zavala Senior Center after a contract with the City of Corpus Christi was signed. WMMI completely renovated the center and provided exercise equipment to make it comparable to other centers operated by the WellMed Charitable Foundation.

Reference No. 2:

Firm/Company Name: City of Austin

Contact Name: Sheree Bailey

Title: Healthy Connections Wellness Program

Address: PO Box 1088

City: Austin

State: Texas

Zip Code: 78767-1088

Email Address: sheree.bailey@austintexas.gov

Telephone No: 512-974-9777

Fax No:

Attachment D

Date and Type of Services Provided: WMMI provided flu shots for the first responders for the City of Austin in 2015.

Reference No. 3:

Firm/Company Name: San Antonio OASIS

Contact Name: Brenda Schmachtenberger

Title: Executive Director

Address: PO Box 291010

City: San Antonio

State: Texas

Zip Code: 78229

Email Address: bschmachtenberger@oasisnet.org

Telephone No: 210-236-5954

Fax No:

Date and Type of Services Provided: Provide health education classes for the members of OASIS since 2010.

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Experience, Background, & Qualifications
RFP Attachment A, Part Two

Attachment D

Experience, Background, Qualifications:

1. Capacity to plan and implement a program:

WellMed Medical Management Inc. (“WMMI” or “WellMed”) manages a physician-led healthcare delivery system serving more than 238,000+ Medicare-eligible seniors in Texas and Florida through the management of primary care clinics, multi-specialty clinics, and contracted medical management services. Most patients are Medicare-eligible seniors, and WellMed focuses on serving a low-income, minority population. WellMed believes that the highest quality medical care yields the lowest costs. The emphasis on treating chronic conditions is a shift away from traditional acute and episodic care.

WellMed is an industry leader in medical risk management, highly effective disease management and chronic care programs, managing healthcare delivery services, and more. With a growing roster of managed providers and specialists in primary care, cardiology, podiatry, dermatology, rheumatology, palliative care, and hospital medicine, WellMed specializes in the complete coordination of care for patients.

WellMed’s physician leadership team has developed innovative strategies proven to enhance and improve patient health outcomes. The “WellMed Care Model,” based upon the Chronic Care Model, is a system providing high quality care delivered at the right time, in the right setting. The WellMed Care Model was the subject of independent, federally funded research conducted by the Robert Graham Center, which published part of its findings in the *Journal of Ambulatory Care Management* (January-March 2011) in an article titled *Case Study of a Primary Care–Based Accountable Care System Approach to Medical Home Transformation*. Their informal review found that WellMed met 97 out of 100 possible points, using NCQA criteria, in providing a Patient Centered Medical Home Model, according to the case study. The study also found that WellMed Care Model senior patients in the San Antonio area – the region researchers examined – had mortality rates half that of the 65 and older population across Texas.

WMMI was founded and has operated in the San Antonio area for over 26 years. WMMI specializes in senior health care, and serves over 20% of the total Medicare population in this area. Our patients come to us with significant health needs, most notably diabetes, chronic lung disease, and cardiovascular conditions that we treat aggressively to improve the health of our patients and their ability to live independently.

2. Describe Respondents’ experience relevant to the Scope of Services:

WMMI has successfully operated as the COSA contractor for the Senior Health Services program for the past seven (7) years. During this time, WMMI has provided 7,950 screenings for

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seniors at the COSA one stops, and senior nutrition sites. WMMI staff has referred members with contraindications to their personal physicians, and also provided health education classes and health related evidence-based programs at the City sites. WMMI has also successfully negotiated contracts with the San Antonio Christian Dental Clinic and the University Of Texas Health Science Center School Of Dentistry to provide dental screenings and treatments at a value of \$4,900,000 that were not previously available to many senior participants.

3. Respondents with established programs should describe the populations that have been the recipients of services:

WellMed was established in 1990 in San Antonio, Texas, and has specialized in senior health care for over 26 years. WMMI currently serves over 238,000 Medicare eligible patients in Texas and Florida. In San Antonio, WellMed serves 51,438 Medicare beneficiaries, most of whom are low income and of Hispanic origin.

WellMed is a locally owned and managed company that understands the common health risks, population, and culture of our local community. Chronic diseases, especially diabetes, cost local government millions of dollars each year. Management of chronic disease is a priority of the WellMed Care Model, and WellMed has been successful in improving and managing the chronic health conditions of our patients. At WellMed, improving the health of our patients is an important piece of the company vision and culture.

4. Describe the Respondents specific experience with public entities:

WMMI has long established relationships with public entities in San Antonio and other areas. Through the WellMed Charitable Foundation (WCF), the nonprofit partner of WMMI, WellMed operates the two of the largest senior one-stops in partnership with the City of San Antonio: the Doris Griffin Senior One Stop and the Alicia Trevino Lopez Senior Community Center. The Alicia Trevino Lopez Center has been open for over 5 years, and the joint management of the center has been very successful. WellMed staff work in unison with COSA staff, and any problems or issues that are encountered are solved via joint consultation with the two entities. The Doris Griffin Senior One Stop has been open for one and a half years (1.5) and has quickly grown in membership and center programming. Again, the WellMed staff work closely with City staff at the center to ensure a positive experience for the members.

In March 2016, the WCF, in partnership with WMMI and the City of Corpus Christi, took over operation of one of the City's senior centers, the Zavala Senior Center, as well as the adjoining Youth Recreation Center. In the last few months, the Zavala Center has grown in membership from just 35 seniors to almost 450 seniors. The adjoining Youth Recreation Center gives the opportunity to offer some multi-generational activities as well.

WellMed has also been the COSA contractor for the Senior Health Services program for the past seven (7) years, and has worked collaboratively with the City of San Antonio to ensure the

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program has been a success. Almost eight thousand screenings have been conducted throughout the past seven years, and numerous seniors have been referred to a primary care physician based on the results of the screenings.

WellMed has worked with the City of San Antonio Metro Health Department, and the Department of Human Services to provide free flu vaccines for senior residents. For the last five years, WellMed has donated 4,775 doses of flu vaccine, at an estimated cost of \$38,200. Additionally, the administrative cost to administer the vaccine is approximately \$25, resulting in a total cost of \$157,575.

5. List other resources, including total number of employees, number and locations of offices, number and types of equipment available to support this project.

WellMed's corporate offices are located in the Medical Center area, at 8637 Fredericksburg RD. Additional support staff are located in several buildings in the Northwest Parkway area. WellMed continues to operate 24 WellMed owned primary care clinics in the San Antonio area, along with 2 multi-specialty clinics. These clinics are spread throughout the San Antonio metropolitan area, along with 7 located in surrounding counties. WellMed Medical Management, Inc. employs 3,134 persons.

WellMed also works with a network of 68 contracted clinics in practice management.

As a large medical practice, WMMI has access to any type of equipment needed for this project.

6. Team or Joint Venture:

This is a single entity proposal begin submitted by WellMed Medical Management, Inc.

7. Identify the number and professional qualifications of all key staff to be assigned to this project.

Key staffs assigned to this project are:

- Carol Zernial, Vice President, Charitable Relations, to provide leadership for this program on a part-time basis (10%)
- Eva Trevino, Manager, Senior Community Services in a direct supervisory role for the majority of her time (80%).
- Fernando Martinez, MD, will function as Lead Physician for this team, and will monitor the health screenings conducted in the senior centers, as well as the medical training provided to the direct delivery staff.

Resumes for these staff are including at the end of this section.

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WMMI will assign 9 staff to direct delivery of this program on a full time basis – 3 nurses (LVN), and 6 Medical Assistants. These staffs are assigned to the current COSA Senior Health Services contract and are housed within the COSA one stops. The WMMI staffs are very familiar with the city staff and members of the centers to which they are assigned.

Carol Zernial, MA

(210) 240-0131

czernial@satx.rr.com

PROFESSIONAL QUALIFICATIONS:

- National expert, innovator and catalyst in the adoption, translation, replication, and dissemination of evidence-based disease prevention and health promotion programs
- Nationally recognized gerontologist with expertise in the integration of aging and health programs in both the community setting and health care arena
- Professional speaker and presenter at national and state conferences for aging and health

EMPLOYMENT:

2009 - Present *Executive Director*, WellMed Charitable Foundation & *Vice-President of Community Relations*, WellMed Medical Management Inc.; San Antonio, TX

- Develop and execute a strategic vision and business plan for national, state, and local partnerships in the public, private and the foundation sectors: 1) to create macro opportunities for growth 2) to disseminate the WellMed Care Model focusing on chronic care, prevention, and wellness
- Serve as first executive director of a public foundation with a mission to support programs that serve older persons and caregivers with an emphasis living well with chronic conditions.
 - Developed innovative health, aging and caregiving programs that have attracted \$3.1 million from the Administration on Aging (AoA), the Centers for Disease Control

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(CDC), the Texas Department of Aging and Disability Services DADS, the Texas Medical Foundation, Harry and Jeanette Weinberg Foundation, other private foundations and public/private partnerships

- Established a network of five caregiver resource centers in San Antonio, the Lower Rio Grande Valley, and Corpus Christi that are defining new ways to integrate caregivers as members of primary care teams, and that deliver evidence-based caregiver and health self-management programs
- Established 3 senior community centers in Austin, San Antonio, and Harlingen with a combined membership of 6,000 seniors
- Act as liaison to the Senior Vice President of Governmental Affairs in the development of federal health policy positions
- Creator/Producer/Co-Host for *Caregiver SOS On Air* by WellMed on KLUP 930am

2005-2009, *Director*, Bexar Area Agency on Aging, Alamo Area Council of

2000-2004 Governments; San Antonio, TX

- Implemented innovative and nationally recognized programs for Medicare Part D, the Family Caregiver Support Program, an Aging and Disability Resource Center, the Hispanic Elders Health Disparities Project, and the Stanford Diabetes Self-Management Program
- Named 2008 Texas Outstanding Professional in the Field of Aging – specifically for contributions towards the replication and dissemination of evidence-based programs in Texas
 - Founder and Chair of the statewide Texas Falls Prevention Coalition
 - General session speaker with Assistant Secretary on Aging at the national 2006 Choices for Independence Summit and the 2007 Joint National Council on the Aging/American Society on Aging Conference
 - Keynote speaker at statewide conferences in Maine, New York, Texas and New Mexico
- Wrote successful grants for over \$1.6 million for evidence-based diabetes prevention, falls prevention, the Stanford suite of self-management programs, physical activity; and others

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1997-2000 *Executive Director*; Elderco; Washington, DC; Philadelphia, PA; San Antonio, TX

- Clients included: The National Center on Elder Abuse, The American Association of Homes and Services for the Aging (LeadingAge), the Center on Medicare Education, and the American Association of Service Coordinators

1995-1997 *Associate Director (Acting Director) of Educational Services Division*; American Association of Homes and Services for the Aging (LeadingAge)

Washington, DC

1995 *Volunteer/Logistics Coordinator*

1995 White House Conference on Aging; Washington, DC

1994 *Director/Lead Case Manager, Medicaid Waiver and Community Care for the Elderly Programs*

Bay County Council on Aging; Panama City, FL

1992-1994 *Director, Alzheimer's Disease Initiative*

Life Management Center of Northwest Florida; Panama City, FL

1990-1991 *Management Analyst*

Riverside County Office on Aging (AAA); Riverside, CA

EDUCATION: MA, Social Gerontology

University of the Incarnate Word; San Antonio, TX

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BA, French

Trinity University; San Antonio, TX

Diplome Superieur d'Etudes Francaises/Rotary International Scholar

University of Strasbourg, France

AWARDS

2014 Philanthropy Award from Age of Central Texas

2010 Corporate Citizen of the Year - WellMed Charitable Foundation

2008 Texas Outstanding Professional in the Field of Aging

2008 N4A Aging Achievement Award for Grandparent/Kinship Caregiver Program

2007 Innovation Award from the National Association of Development Organizations

PROFESSIONAL ACTIVITIES:

- 2015-2017 – Chair, Board of Directors, National Council on the Aging
- 2012 – SCAN Foundation Technical Assistance Strategy Meeting for Caregivers
- 2011-2012 – John A Hartford Foundation Issue Expert/Evaluator on Caregiving
- 2012 – HHS Multiple Chronic Conditions Initiative Issue Expert
- 2009 – Present, State Aging Texas Well Steering Committee
- 2009 – Present, Board of Directors - Bexar County Health Collaborative
- 2008-2010/2003-2005 Board of Directors - National Association of Area Agencies on Aging
- 2007-2009 Vice President – Texas Association of Area Agencies on Aging
- 2005-2010- Leadership Council of the National Council on the Aging
- 2005 White House Conference on Aging Delegate for Representative Lamar Smith
- 2003-2006 Chair: National Institute of Community-based Long-term Care

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- 2000-2002 National Steering Committee on Senior Housing: Center on Medicare Education
- 1999-2009 Delegate Council for the National Institute of Community-based Long-term Care

Eva Trevino

Manager, Senior Community Services

Summary

Self-driven, results oriented professional with a positive outlook and clear focus on quality service and business profit. Forward thinker leveraging over ten years of experience and extensive background to produce proven results in: community outreach development, partnerships and service, health initiatives, strategic planning, growth strategy, quality assurance, compliance, brand awareness, marketing campaigns and event management. Seeking an opportunity to exercise proven leadership and organizational skills to help advance WellMed's community services and growth initiatives.

Experience

Interim Manager, Senior Community Services - WellMed Medical Management June 2015 – Present

Serves as liaison for senior centers, community partners, agencies, organizations and service providers. Manages community programs and services including but not limited to City of San Antonio, San Antonio Housing Authority, Comal County Senior Citizens Foundation, Kronkosky Place, Bulverde Senior Center, Madonna Senior Center, Schertz Senior Center, OASIS and Catholic Charities.

Ensures contract compliance, delivery and quality of programs and services including health screenings, health education, fitness and immunizations. Coordinates curriculum and schedules with physicians and educators. Oversees and administers performance measures.

Manages staff by evaluating, facilitating and implementing credentialing, certifications, continuing education and training opportunities. Set goals; develop work plans, prioritize activities for staff. Manage and oversee supervisor and staff accountability and production.

Site evaluation, assessment and management of equipment, supplies and resources. Developed policies and procedures, implement biohazard removal process. Coordinate signage and marketing materials.

Created strategic growth strategy for senior centers and community partners.

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Coordinate and manage activities in corporate and charitable foundation community events including: Run for Seniors and Golf Classic fundraisers, grand openings, exhibits, educational services and health fairs. Negotiates and arranges vendor services and payments. Ensures budget and deadlines and adhered.

Senior Community Marketing & Events Specialist - WellMed Medical Management 2011 – 2015

Effectively developed and managed programs that foster relationships with local businesses

Created brand awareness through business outreach, community outreach, and volunteer coordination.

Negotiated bids with vendors, arranges purchase orders and evaluates the quality of the vendor services. Ensured contractual obligations are met for parties involved.

Accessed campaign scope and requirements and develops an appropriate budget and timeline for successful project delivery.

Successfully adhered to timelines and budgets in the development of campaigns and projects for WellMed and the WellMed Charitable Foundation.

Marketing & Communications Specialist - WellMed Medical Management 2009 – 2011

Coordinated special projects while utilizing cost effective and budget conscious options. Projects include: community events, expos, retention events, health fairs, educational events and flu campaign.

Ensured alignment between brand building, positioning and direct response objectives.

Successfully managed promotional and media campaigns.

Marketing Coordinator – WellMed Medical Management 2006 – 2009

Oversight and implementation of strategy and planning of meeting and special events for the organization.

Responsible for designing, creating and delivering marketing activities to support the growth and expansion of company products and services.

Stayed abreast of trends in the marketplace to ensure the product's competitive position.

Managed business relationships and sought new eligible patients through marketing and referrals.

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Established positive business relationships with vendors and community organizations for referral and event participation opportunities.

Education

San Antonio College – Associates Degree 1983 - 1985

Skills

Bilingual – Proficient in English and Spanish

Microsoft Office Suite including: Outlook, Word, PowerPoint, and Excel.

Fernando Martinez, MD

Board Certified, Family Medicine

Fernando Martinez, MD, completed his undergraduate studies at the University of Texas at Austin. He earned his medical degree from the University of Texas Health Science Center in San Antonio, Texas. Dr. Martinez completed his residency at the McAllend Family Medicine Residency Program in McAllen, Texas.

Dr. Martinez is committed to changing the face of health care delivery for seniors by focusing on preventive medicine. This means delivering more personalized medical care and providing patients with the preventive tools they need to improve their health and well-being.

Attachment D

Proposed Plan
RFP Attachment A, Part Three

Attachment D

Proposed Plan

1. Operating Plan

Since WMMI has had seven (7) years of experience in operating the Senior Health Services contract for the City of San Antonio, WMMI is ready to continue operations upon award of the contract. Operating hours for the staff are 7:30AM to 4:00 PM Monday through Friday, although staff may not be present at a specific site for these hours. In an effort to expand services to all of the senior nutrition sites, a schedule has been developed for staff to be deployed at additional centers:

Site	Coverage	Staff Assigned
Bob Ross Senior Center	5 days per week	Erika
District 5 Senior Center	5 days per week	Yvonne
Normoyle Senior Center	2 days per week	Alma
Northeast Senior Center	5 days per week	Candice
West End Park Senior Center	1 day per week	Alma
Willie Cortez Senior Center	5 days per week	Viviano
Doris Griffin Senior Center	3 days per week	Melissa
Alicia Trevino Lopez Senior Center	2 days per week	Melissa
Elvira Cisneros Senior Center	2 days per week	Alicia/Mary

Since we have not been covering District 2 Senior One Stop and the not yet opened District 3 Senior One Stop, we will revise the above schedule to include those sites upon award of the contract. A schedule of quarterly health screenings has been developed with the remaining COSA sites. This schedule has been coordinated in advance with the centers.

The following health screening services will be provided as part of the Senior Health Services program:

Health Risk Assessments:

- a. Alcohol misuse and behavioral counseling interventions

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- b. Aspirin use for the primary prevention of cardiovascular events in adults at increased risk for coronary heart disease
- c. Breast cancer for women with mammography
- d. Colorectal cancer for men and women
- e. Depression with referrals for treatment, and follow-up
- f. Diabetes mellitus with hypertension or hyperlipidemia
- g. High blood pressure
- h. Lipid disorders, including measurement of total cholesterol, high-density lipoprotein cholesterol (HDL), and low-density lipoprotein (LDL)
- i. Obesity, including the use of Body mass index (BMI) to include intensive counseling and behavioral interventions to promote sustained weight loss for obese adults
- j. Osteoporosis in women 65 years and older and women 60 years and older at increased risk for osteoporotic fractures.
- k. Tobacco use, including tobacco-caused disease counseling and cessation interventions for those who use tobacco.

These health screenings and risk assessments will be done either through the use of accepted laboratory tests, such as blood glucose, and cholesterol testing, or by other means, such as calculation of BMI or taking blood pressure with a blood pressure machine, and the administration of evidence based health risk assessments.

Additionally, WellMed will coordinate with entities that have mobile mammography units to visit the one stop centers on a scheduled basis to provide this service.

Health education classes will be provided on a monthly basis in the one stop centers and on a quarterly basis in other sites to include the following topic areas:

- a. Diabetes management and risks
- b. Hypertension management
- c. Heart Disease
- d. Tobacco Use and Cessation
- e. Medication Management
- f. Nutrition

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- g. Exercise Classes
- h. Fall Prevention
- i. Chronic Disease Management
- j. Influenza Immunizations
- k. Medicare/Medicaid programs (Benefits and Eligibility)
- l. Ask a Doctor or Nurse Sessions
- m. Health and Resources Fairs

The Senior Community Services Team members are also certified in and able to deliver the following evidence based programs:

- Stanford University Chronic Disease Self-Management Program
- Stanford University Diabetes Self-Management Program
- A Matter of Balance – Fall Prevention program
- Stress-Busting Program for Family Caregivers – a stress-management program for caregivers who are caring for a family member.

WellMed will ensure that dental services through the San Antonio Christian Dental Clinic and the University Of Texas Health Science Center School Of Dentistry continue on a regular basis at City One Stop Centers. The San Antonio Christian Dental Clinic is providing dental treatment services, whereas the University Of Texas Health Science Center School Of Dentistry provides dental screening with limited treatment services. WellMed will continue to contract with these entities to ensure consistent delivery of dental services. WellMed recognizes that this is a critically important service and one that is not readily available for many seniors.

In the City One Stops, Senior Community team members will be readily available on a daily or more than once a week basis. The schedule will be posted in each center. Additionally, team members will visit other nutrition sites on a quarterly basis negotiated and published in advance.

Health screening will be done on a first come, first served basis through the use of a sign up sheet. Once someone has signed in, they can participate in other center activities until it is their turn. Team members are also available for scheduled appointments based on the request of the senior to discuss health screenings.

Health education will be delivered on a monthly basis, determined and advertised in advance. Evidence-based programs will be delivered as there are enough members to participate. Other fitness activities will be coordinated on a regular schedule as well.

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2. Marketing Plan

- a) Overall Plan: WellMed's marketing team will work to help in messaging points in coordination with the City of San Antonio to reach out to seniors in the community about the multi-service senior centers and its services. Events will be coordinated and held at the multi-service centers as well as other nutrition sites throughout the year.
- b) Hispanic Outreach: WellMed will work with local media, including all Spanish-speaking TV, print, and radio to maximize reach to the Hispanic population in every corner of the city. WellMed has established relationships with La Prensa, KABB, San Antonio Business Journal, Radio Jalapeño (KEDA), Univision TV and Radio, Seniors News, Time Warner Cable, WOAI, and KENS. Because the Hispanic community has diverse needs, and the medical language of many families is English, WellMed is committed to reaching out to this community both in English and Spanish mediums.
- c) Minimum Annual Expenditures: WellMed will work with the City of San Antonio to develop a budget for marketing purposes. This budget will specifically be utilized to market the health services available through the multi-service centers and screenings available at the nutrition sites through WellMed I. It is anticipated that this campaign will not exceed more than \$25,000 for the five-year contract, or \$5000/year.

3. Management and Staffing Plan

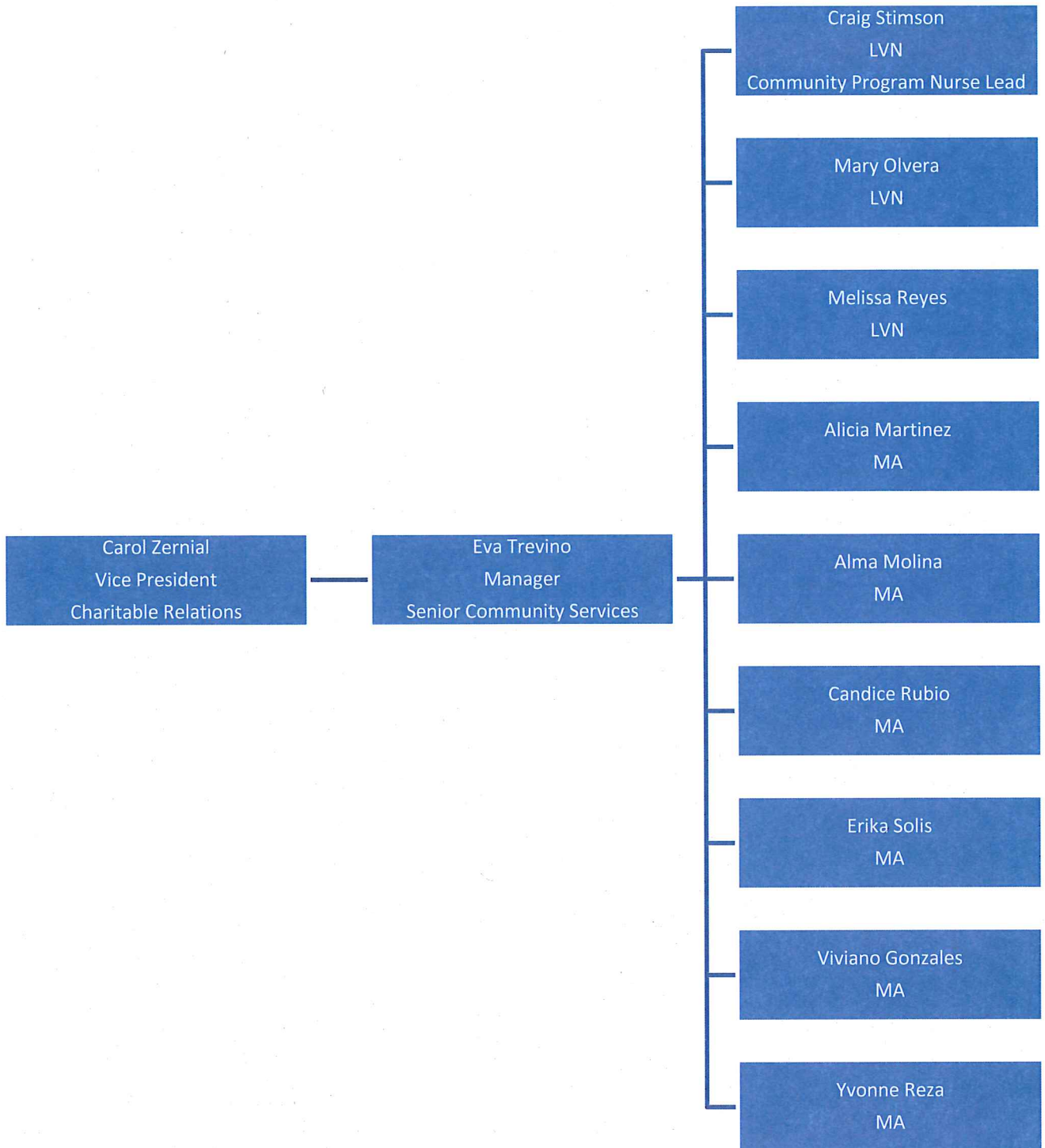
The following is an organization chart for the WellMed Senior Community Services team. The team is led by Carol Zernial, Vice President, Charitable Relations, and Eva Trevino, Manager, Senior Community Services. The resumes for these two individuals have been previously shared. Team members (3 Nurses – LVN and 6 Medical Assistants) will be assigned to the project on a full time basis.

In addition, Dr. Fernando Martinez will serve as Lead Physician for the team, and will oversee health screenings and continuing medical education for team members. Dr. Martinez is available for consultation as well, and his resume has been shared previously.

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Organizational Chart

Senior Community Health Services Team



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4. Data Systems Management Plan

A copy of the monthly report that is currently being provided to the City of San Antonio is included at the end of this section. The report, provided in an Excel format, includes the following items by site:

- An unduplicated count of seniors who have participated in health screenings
- The total number of health screenings conducted
- The number of health education sessions conducted
- The total attendance at the health education sessions
- The number of flu vaccinations that were given
- Dental Services provided
- Blood Pressure Screenings Conducted
- Blood Glucose Screenings Conducted
- Body Mass Index Screenings Conducted
- Cholesterol Screenings Conducted
- Customer Satisfaction

The report can be modified as needed based upon feedback from the City staff.

The Senior Community Services Team has been using an Excel spreadsheet to track screenings, and has been keeping individual client files that are kept in a locked cabinet between a locked office door. This double lock plan meets HIPAA requirements. The reason that client files are now kept is that many seniors requested information on previous screenings and wanted a comparison of current and past data.

The team will begin using My Senior Center to track unduplicated numbers of seniors who participate in health screenings. My Senior Center is also used by the WellMed managed Senior Centers. The company has been very helpful in making changes needed to track various kinds of information and in developing necessary reports.

Two forms that are in use by the team are included in this section. The first is a sign up sheet that is used in the centers to manage multiple health screenings requested. The senior signs in and is then called by the staff member when it is their turn for the screening. The second is a spreadsheet that is used to track multiple health screenings for the same person. This spreadsheet

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was developed to enable tracking of health screenings over time for an individual; making it easier to spot changes in the person's results.

5. Quality Assurance Plan

- a) Timely and Efficient Services: WellMed will follow established quality assurance standards established by the National Committee for Quality Assurance. The performance measures or Healthcare Effectiveness Data and Information Set (HEDIS) is a widely used set of performance measures in the managed care industry. The standards for accessibility, wait-times, language barriers, and overall consumer satisfaction will be used. WellMed will use a scheduling system to ensure that appointments are made in advance as the primary mechanism for timeliness and efficiency. This will allow WellMed to minimize the wait times for appointments and to schedule appropriate staff, equipment and resources based upon the scheduled appointments for the day.
- b) Language Barriers: If possible, all individuals with direct contact with consumers will be bi-lingual. At minimum of one bi-lingual staff person will be assigned to each site. All educational materials will be printed in both English and Spanish and written at a 5th grade level.
- c) HIPAA: WellMed is very aware of HIPAA requirements, and will ensure that team members meet those requirements. Team members will make sure that individual client records are safe guarded (protected by the double lock scenario discussed earlier) and that records that are no longer needed are disposed of in a HIPAA compliant manner.

6. Additional Information:

WellMed is has developed its model of health care based upon the day-to-day needs of seniors. This means that WellMed is willing to take the needs of the consumer and the best clinical practices and go above and beyond tradition health care to ensure that seniors optimize their health outcomes and quality of life.

Attachment D

**Cost/Compensation Proposal
RFP Attachment B**

Attachment D

RFP ATTACHMENT B

COMPENSATION PROPOSAL

The selected Respondent shall provide City an annual fee for each year of operation, based on the proration of space allocation, utility usage, and administration oversight.

The proposal should include all fees to provide services listed in this RFP

	Base Period Years 1-5	Option Year 6	Option Year 7
Annual Fee Payable to City for Center Operation	\$0	\$0	\$0

Under the terms of the proposed agreement, WellMed Medical Management, Inc. will contribute \$700,000 per year to fund the salaries/expenses for the nine-person team who is providing the Senior Health Services program. WellMed will provide an additional \$100,000 per year to fund the two contracts with San Antonio Christian Dental Clinic, and the University Of Texas Health Science Center School Of Dentistry for dental screening and treatment. This represents an \$800,000 contribution per year or \$4,000,000 for the base period, and an additional \$1,600,000 for the two option years.

Because most dental services aren't covered through Medicare, seniors have great difficulty getting the oral care they need. Because the dental contracts that WellMed now funds goes beyond simple screenings and can cover services such as root canals, bridges, and even surgery, we would prefer to maintain the dental program at is current funding level in lieu of financial compensation to the City of San Antonio.

Since WellMed is proposing such a significant investment is this public/private partnership to the overall health of seniors in the community, we are requesting that the City of San Antonio contribute in kind the minimal use of space, utilities, and administrative oversight required by the Senior Health Services Team.

Attachment D

**Contracts Disclosure Form
RFP Attachment D**

* = Required fields

Attachment D



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

*1. Name of person submitting this disclosure form.

First: Bryan M.I. Last: Grundhoefer Suffix:

*2. Contract information.

a) Contract or project name: RFP 16-040 Health Services for Seniors

b) Originating department:

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

WellMed Medical Management, Inc.

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

*5. List any individuals or entities that will be subcontractors on this contract.

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors, including the name of the owner(s), and business name:

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under [Section 2-309 of the Municipal Campaign Finance Code](#), the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under [Sections 2-43 or 2-44](#) of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

***9. Prohibited Interest in Contracts.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

***1. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61 of the City Ethics Code](#) by respondents or their agents may lead to disqualification of their offer from consideration.



**City of San Antonio
Contracts Disclosure Form**

**Office of the
City Clerk**

***3. Contribution Prohibitions for "High-Profile" Contracts**

- This is not a high-profile contract.
- This is a high-profile contract.

I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

***4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Bryan Grundhoefer Title: President

Company Name or DBA: WellMed Medical Management, Inc. Date: 08/08/2016

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

Attachment D

**Litigation Disclosure Form
RFP Attachment D**

Attachment D

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

Attachment D

**SBEDA Form
RFP Attachment E**



**CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: **Health Services for Seniors**

RESPONDENT NAME: WellMed Medical Management, Inc.

Please review the following information before completing the form:

1. A respondent must list all certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bid submission) by the Small Business Office will be deemed NON-RESPONSIVE.
3. For a Prime or Subcontractor to count toward a City required subcontracting goal(s), the Prime or Subcontractor must be SBEDA eligible and have the same certification(s) as the City required subcontracting goal(s).
4. To be SBEDA eligible, a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org) AND they must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area.

For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

To be Completed by City Staff		To be Completed by Respondent			
SOLICITATION APIS	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Small Business Enterprise (SBE) Prime Contract Program	10 points	0		NO	NO
Minority and/or Woman Enterprise (M/WBE) Prime Contract Program	10 points	18%		NO	NO

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent: Sign and Date: *Bryan Grundhoefer*

Director or Designee of Economic Development: Sign and Date:

Print Name: Bryan Grundhoefer Title: President

APPROVED DENIED

Version: 7/5/16 pg.1

All sections of the following table must be completed per firm listed. List all certified or non-certified Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Attachment D

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME	WellMed Medical Management, Inc	No	\$800,000.00		62199
SUB	Carvajal Pharmacy	Yes	\$126,000.00	18%	423450
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					

South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:

Carvajals, Inc. DBA Carvajal Pharmacy

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be certified as a

*HABE MBE SBE

Certified NAICS Codes:

NAICS-446110: PHARMACIES

Certification Number: 215010162

Effective Date: January 22, 2015

Expiration Date: January 31, 2017



Blaine R. Mitchell
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

Attachment D

**Local Preference Program Identification Form
RFP Attachment F**

Attachment D

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

Attachment D

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: _____

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: _____		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

Attachment D

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

Attachment D

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Bryan Grundhoefer

(Print Name) Authorized Representative of Bidder / Respondent

Bryan Grundhoefer

(Signature) Authorized Representative of Bidder / Respondent

President

Title

8-8-14

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

Attachment D

**Veteran-Owned Small Business Identification Form
RFP Attachment G**

Attachment D

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Certification. The City relies on inclusion in the database of veteran-owned small businesses maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Preference. The VOSB preference applies to procurements of discretionary expenditure and revenue contracts for goods, services, and concessions, where the selection criteria are not limited by state or federal law. The preference consists of 5% of the evaluation points for a business that is certified as a Veteran-Owned Small Business. Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of VOSB ownership of a joint venture responding to solicitations for which discretionary points are applied. There are no points available for VOSB subcontractors.

Tracking. In order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both the primary contract and subcontract levels.

Exclusions. This program does not apply to any expenditure or revenue contract with a value that is less than the amount that is required to be bid pursuant to state law (Chapter 252, Texas Local Government Code, as amended), currently \$50,000 or less, or where limited by state or federal law.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A VETERAN'S PREFERENCE. THE RESPONDENT MUST COMPLETE AND SUBMIT THE FOLLOWING FORM TO BE IDENTIFIED AS A VETERAN-OWNED SMALL BUSINESS. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH VOSB MEMBER OF A JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

Attachment D

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT AND ANY OTHER DOCUMENTATION TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.
- IF SUBMITTING AS PART OF A JOINT VENTURE, COMPLETE **SECTION 3** OF THIS FORM.
- IF SUBMITTING AS A JOINT VENTURE UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 2 AND 3** OF THIS FORM.

Attachment D

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: _____

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Attachment D

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

Attachment D

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Bryan Grundhoefer
(Print Name) Authorized Representative of Respondent

Bryan Grundhoefer
(Signature) Authorized Representative of Respondent

President
Title

8-8-14
Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

Attachment D

**Certificate of Interested Parties
RFQ Attachment H**

Attachment D

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
WellMed Medical Management, Inc
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Antonio

Certificate Number:
2016-94805

Date Filed:
08/04/2016

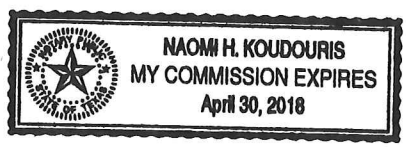
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 16-040
Health Services for Seniors

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Bryan Grundhoefer
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bryan Grundhoefer, this the 5th day of August, 2016, to certify which, witness my hand and seal of office.

Bryan Grundhoefer Naomi H Koumouris Naomi Koumouris
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Attachment D

Insurance Provider's Letter

Copy of Current Certificate of Insurance



Attachment D CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307 401115-ALL-ALL-16-17	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B : N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : N/A	N/A	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Old Republic Insurance Company	24147														
INSURER B : N/A	N/A														
INSURER C : Travelers Property Casualty Company of America	25674														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CHI-006644100-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY307227	05/01/2016	05/01/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 2,500
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB307230	05/01/2016	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HC2JUB472M475516 (AOS)	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C				HRJUB472M476716 (MA & WI)	05/01/2016	05/01/2017	E.L. EACH ACCIDENT \$ 1,000,000
C				HWXJUB472M477916 (XWC OH)	05/01/2016	05/01/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Managed Care Professional Liab Retro Date: 1/1/77			MWZZ307228	05/01/2016	05/01/2018	Each Claim \$5,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: HEALTH SERVICES FOR SENIORS / CITY OF SAN ANTONIO, ITS OFFICERS, OFFICIALS, EMPLOYEES, VOLUNTEERS, AND ELECTED REPRESENTATIVES
 THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES INCLUDE A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS. GENERAL AND AUTO LIABILITY COVERAGE APPLIES ON A PRIMARY AND NON-CONTRIBUTORY BASIS FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER CITY OF SAN ANTONIO ATTN: DEPARTMENT OF HUMAN SERVICES PO BOX 839966 SAN ANTONIO, TX 78283-3966	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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Attachment D

AGENCY CUSTOMER ID: 401115

LOC #: Minneapolis**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED WELLMED MEDICAL MANAGEMENT, INC. 8637 FREDERICKSBURG ROAD, SUITE 360 SAN ANTONIO, TX 78240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE GENERAL LIABILITY, AUTOMOBILE AND WORKERS' COMPENSATION POLICIES INCLUDE WAIVER OF SUBROGATION ON A BLANKET BASIS WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED, EXECUTED PRIOR TO LOSS.

THE NAMED INSURED HAS AGREED THAT, WITHIN 10 DAYS AFTER RECEIPT OF NOTICE OF CANCELLATION OF THE INSURANCE POLICIES REFERENCED ABOVE FROM THE APPLICABLE INSURERS, THE NAMED INSURED OR ITS DESIGNEE WILL SEND A COPY OF SUCH NOTICE TO THE CERTIFICATE HOLDER OF THIS CERTIFICATE. SUCH NOTICE IS NOT A RIGHT OR OBLIGATION WITHIN THE POLICIES, IT DOES NOT ALTER OR AMEND ANY COVERAGE, IT WILL NOT EXTEND ANY POLICY CANCELLATION DATE AND IT WILL NOT NEGATE ANY CANCELLATION OF THE POLICY. FAILURE TO PROVIDE A COPY OF SUCH NOTICE TO THE CERTIFICATE HOLDER SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR ITS AGENTS OR REPRESENTATIVES.

Attachment D

THIS FORM APPLIES IN STATES WHICH USE: CA 00 01 (03-10) AND CA 00 01 (03-06)

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Persons or Organizations that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy; but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured. However, no person or organization is an insured under this provision who is more specifically described under any other provision of the Who is an Insured section of this policy (regardless of any limitation applicable thereto).

With respect to LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 03 06

Attachment D

THIS FORM APPLIES IN STATES WHICH USE: CA 00 01 (03-10) AND CA 00 01 (03-06)

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract or agreement, prior to loss.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

PCA 048 06 07

Attachment D

THIS FORM APPLIES IN STATES WHICH USE: CA 00 01 (03-10) AND CA 00 01 (03-06)

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations where required by written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

PCA 024 03 06

Attachment D

THIS FORM DOES NOT APPLY IN: CO, MT, NM, OR, TX

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Persons or organizations that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy; but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured. However, no person or organization is an insured under this provision of the Who is an Insured section of this policy (regardless of any limitation applicable thereto).</p>	<p>The locations as specified in the written contracts or agreements.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment D

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment D

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as required by written contracts or agreements.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Attachment D



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: HC2J-UB-472M4755-16

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: - -

ST ASSIGN:

Attachment D

**Signature Page
RFP Attachment I**

Attachment D

RFP ATTACHMENT I

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

WellMed Medical Management Inc
Respondent Entity Name

Signature: Bryan Grundhoefer

Printed Name: Bryan Grundhoefer

Title: President

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Attachment D

**Proposal Checklist
RFP Attachment J**

Attachment D

RFP ATTACHMENT J

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal submission and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	DB
Executive Summary	DB
General Information and References RFP Attachment A, Part One	DB
Experience, Background & Qualifications RFP Attachment A, Part Two	DB
Proposed Plan RFP Attachment A, Part Three	DB
Cost/Compensation Proposal RFP Attachment B	DB
+Contracts Disclosure Form RFP Attachment C	DB
Litigation Disclosure Form RFP Attachment D	DB
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	DB
+Local Preference Program Identification Form RFP Attachment F	DB
+Veteran-Owned Small Business Identification Form RFP Attachment G	DB
++Certificate of Interested Parties (Form 1295) RFQ Attachment H	DB
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	DB
+Signature Page RFP Attachment I	DB
Proposal Checklist RFP Attachment J	DB
One COMPLETE (1) Original, seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR COMPENSATION TO BE INCLUDED) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	DB

+Documents marked with an "+" on this checklist require a signature.

++Certificate of Interested Parties (Form 1295) requires notarization.

Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.



CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT
DEPARTMENT

**CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

Attachment E

SOLICITATION NAME: **Health Services for Seniors**

RESPONDENT NAME:

WellMed Medical Management, Inc.

Please review the following information before completing the form:

1. A respondent must list all certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bid submission) by the Small Business Office will be deemed **NON-RESPONSIVE**.
3. For a Prime or Subcontractor to count toward a City required subcontracting goal(s), the Prime or Subcontractor must be SBEDA eligible and have the same certification(s) as the City required subcontracting goal(s).
4. To be SBEDA eligible, a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org) **AND** they must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area.

For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

Attachment E

To be Completed by City Staff				To be Completed by Respondent		
SOLICITATION API's	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)	
Small Business Enterprise (SBE) Prime Contract Program	10 points		0	NO	NO	
Minority and/or Woman Enterprise (M/WBE) Prime Contract Program	10 points		18%	NO	NO	

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent:

Sign and Date

Bryan Grundhoefer

Print Name Bryan Grundhoefer

Title President

Director or Designee of Economic Development

Sign and Date

[Signature]

APPROVED DENIED

Page: 7/5/16 pg.1

All sections of the following table must be completed per firm listed. List all certified or non-certified Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME	WellMed Medical Management, Inc	No	\$800,000.00		62199
SUB	Carvajal Pharmacy	Yes	\$126,000.00	18%	423450
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					

Attachment F

WITNESSETH:

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is entered into by and between the City of San Antonio (“Covered Entity”), and WellMed Medical Management, Inc., a Business Associate (“BA”).

WHEREAS, Covered Entity and BA have entered into a delegate agency contract (“Service Contract”) to manage and provide health services at various Covered Entity’s senior centers, effective October 1, 2016; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“C.F.R.”), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. **Definitions.** For the purposes of this Agreement, the following terms have the meanings ascribed to them:

- (1) “Disclosure” with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.
- (2) “Individual” shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (3) “Parties” shall mean Covered Entity and BA. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.

Attachment F

- (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
- (5) "Security Rule" shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes "Electronic Protected Health Information" or "EPHI" and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 C.F.R. Parts 160, 162, 164, and under HITECH.
- (7) "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.103.
- (8) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (9) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.
- (10) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

B. BA Obligations and Activities. BA agrees that it shall:

- (1) Not use or disclose the PHI other than as permitted or required by this Agreement or as permitted by the HIPAA Regulations or as Required by Law;
- (2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity;
- (3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;
- (4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any Security Incident as defined by 45 C.F.R. 164.304 that BA becomes aware of;

Attachment F

- (5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards that render such PHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;
- (6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;
- (7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;
- (8) Make available to the Covered Entity or to the Secretary all internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary in determining Covered Entity's compliance with the Privacy Rule;
- (9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;
- (11) Will immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including EPHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and the U.S. Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach, including the date of the breach and date of discovery; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;

Attachment F

(12) Comply with all HIPAA Security Rule requirements;

(13) Comply with the provisions of HIPAA Privacy Rule for any obligation Covered Entity delegates to BA;

(14) Under no circumstances may BA sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI;

Attachment F

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the BA may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

(1) The term of this Agreement shall commence on October 1, 2016. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Service Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

G. Amendment to Comply with Law. The Parties agree to take written action as is necessary to amend this Agreement to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.

Attachment F

- H. **Survival.** The respective rights and obligations of the BA under Sections B, C (2) and (4), and F(3) shall survive the termination of this Agreement.
- I. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.
- J. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.
- K. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- L. ***INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICE CONTRACT, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.***
- M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.
- N. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- O. **Assignment.** Neither party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of BA.

Attachment F

- P. **Entire Agreement.** This Agreement constitutes the complete agreement between BA and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contract or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the federal law and regulations commonly referred to as the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
- Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

EXECUTED to be effective October 1, 2016.

COVERED ENTITY:

City of San Antonio,
a Texas municipal corporation

BUSINESS ASSOCIATE:

WellMed Medical Management, Inc.

Melody Woosley, Director
Department of Human Services

Bryan Grundhoefer, President

APPROVED AS TO FORM:

Kristine Duff
Assistant City Attorney