

AN ORDINANCE **2016-10-20-0823**

**AUTHORIZING A CONTRACT WITH WELLMED MEDICAL MANAGEMENT, INC. FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2021, WITH TWO ONE-YEAR RENEWAL OPTIONS, TO PROVIDE HEALTH AND WELLNESS RELATED SERVICES AT NO COST TO RESIDENTS AGE 60 AND OLDER ATTENDING VARIOUS SENIOR CENTERS.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio's Department of Human Services (DHS) offers comprehensive services to assist older adults age 60 and over to remain in their own homes, to maintain their independence, and to improve their quality of life; and

**WHEREAS**, through a Request for Proposal (RFP) process released July 18, 2016, the City requested proposals from respondents qualified to establish and operate health-related services at no cost to seniors at City senior centers; and

**WHEREAS**, two proposals were received; one was deemed non-responsive, and WellMed Medical Management, Inc. (WMMI) was the selected respondent by consensus; and

**WHEREAS**, WMMI is currently providing health-related services at no cost to participants in nine (9) comprehensive senior centers and forty-nine (49) part-time nutrition sites and will expand to the new South Side Lions Senior Center scheduled to open in January 2017; and

**WHEREAS**, core services will include free medical and dental services, such as health risk assessments, health education classes, immunizations, vision and hearing screenings, and oral health evaluations and preventive services, on a daily basis at comprehensive senior centers and at scheduled times at part-time nutrition sites; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee, or the Director of the Department of Human Services (DHS) or her designee, is hereby authorized to negotiate and execute, after review and approval by the City Attorney's Office, a contract with WellMed Medical Management, Inc. from October 1, 2016 to September 30, 2021, with two (2) one-year renewal options without the necessity of further City Council approval, to provide health and wellness related services at no cost to residents age 60 and older at various senior centers. A copy of the contract in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost

KD/vv  
10/20/16  
Item #20

Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

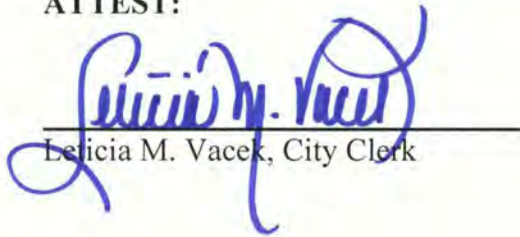
**SECTION 3.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED** this 20th day of October, 2016.



**M A Y O R**  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

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

<b>Agenda Item:</b>	20 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 23 )						
<b>Date:</b>	10/20/2016						
<b>Time:</b>	09:27:27 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the execution of a contract with WellMed Medical Management Inc. from October 1, 2016 to September 30, 2021, with 2 one-year renewal options, to provide health and wellness related services at no cost to the City and at no cost to residents age 60 and older attending various senior centers. [María Villagómez, Assistant City Manager; Melody Woosley, Director, Human Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

PROFESSIONAL SERVICES CONTRACT  
FOR ESTABLISHMENT AND OPERATION OF HEALTH SERVICES  
AT SENIOR MULTI-SERVICE CENTERS

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This contract ("CONTRACT") is made and entered into by and between the CITY OF SAN ANTONIO ("CITY"), a Texas municipal corporation, acting by and through its Director of the Department of Human Services ("DIRECTOR") and WELLMED MEDICAL MANAGEMENT, INC. (hereinafter referred to as "CONSULTANT"), (collectively referred to herein as the "Parties") as authorized by City Council on \_\_\_\_\_, pursuant to Ordinance No.

WHEREAS, the CITY has negotiated with CONSULTANT to manage and provide health services at various CITY senior centers (hereinafter referred to as the "Project"); and

ACCORDINGLY, in consideration of the mutual covenants and provisions contained herein, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. TERM

- 1.1 This CONTRACT is effective October 1, 2016 and shall terminate on September 30, 2021 unless earlier terminated or extended pursuant to any provision hereof. The City shall have the option to renew this CONTRACT for two (2) additional one (1) year extensions, upon written approval by DIRECTOR and the City Attorney's Office, without the necessity of further City Council action.
- 1.2 If funding for the entire CONTRACT is not appropriated at the time this CONTRACT is entered into, CITY retains the right to terminate this CONTRACT at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation; provided, however, that CITY shall give CONSULTANT prior notice of termination pursuant to Article IV of this CONTRACT.

II. SCOPE OF SERVICES AND STANDARD OF CARE

- 2.1 The CONSULTANT will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the Statement of Work, attached hereto as Attachment A, the Performance Measures attached hereto as Attachment B, the CITY's Request for Proposal attached hereto as Attachment C, the City's List of Senior Centers attached hereto as Attachment C-1, CONSULTANT's Proposal, attached hereto as Attachment D, CONSULTANT's SBEDA Plan attached hereto as Attachment E, and the HIPAA Business Associate Agreement attached hereto as Attachment E. CONSULTANT understands and agrees to provide said activities and services at the Senior Centers listed on the List of Senior Centers listed in Attachment C-1, unless otherwise directed by CITY. CONSULTANT understands and agrees that the Attachments are a part of the CONTRACT, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONSULTANT as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by this CONTRACT.
- 2.2 Goals, objectives and performance standards for the Project will be established by the CITY's Department of Human Services ("DHS"), and CONSULTANT agrees to comply with said goals, objectives and performance standards to the satisfaction of the DIRECTOR. The determination as to satisfactory performance made by the DIRECTOR shall be final, binding and conclusive on all Parties hereto.

- 2.3 CITY shall have the right to terminate this CONTRACT, in accordance with Article IV, Termination, in whole or in part, should CONSULTANT's work not be satisfactory to DIRECTOR; however, CITY shall have no obligation to terminate.
- 2.4 CONSULTANT shall perform its services in accordance with the ordinary, reasonable standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the San Antonio, Texas area, under similar circumstances. This includes the knowledge and experience ordinarily required of a member of that profession, and includes performing the skills necessary to adequately cope with problems that arise in performing its services, which skills are not possessed by ordinary laymen.

### **III. CONSULTANT'S RIGHTS AND OBLIGATIONS**

- 3.1 CONSULTANT understands that CITY may authorize another person or entity to perform the same or substantially similar services or engage in the same or similar activities contemplated by this CONTRACT in any of the senior sites identified in Attachment C-1, without releasing CONSULTANT from performance under this CONTRACT. In such instances, CITY will offer CONSULTANT a right of first refusal in an attempt to coordinate the presence of other persons or entities around the schedule of CONSULTANT. CONSULTANT shall continue to provide services or refer seniors for further diagnostic or treatment services, as appropriate, to the applicable senior's primary care physician, or if the senior does not have a primary care physician, to CONSULTANT's medical group of practicing physicians, or to another physician or specialist, as appropriate.
- 3.2 CONSULTANT is prohibited from requiring enrollment of a senior as a patient member of its medical group of practicing physicians as a prerequisite to providing the services required by this CONTRACT. All seniors frequenting the specified senior centers shall have a right to the services required by this CONTRACT, and CONSULTANT is prohibited from altering, reducing, or diminishing the quality of services based upon a senior's enrollment or lack thereof as a patient in CONSULTANT's medical groups.
- 3.3 CONSULTANT'S performance of services under this CONTRACT shall be offered at no cost to the CITY or the seniors using the centers, and CITY shall have no responsibility for payment to CONSULTANT for those services. CONSULTANT shall furnish all specialty equipment and computers necessary to perform the health-related services and maintain said equipment and computers at its sole cost and expense. However, CITY shall provide to CONSULTANT the space, basic office furniture, phones, utilities and janitorial support necessary for CONSULTANT's performance of services.
- 3.4 The Parties agree that there shall be no exchange of money for the services herein. CONSULTANT, or any affiliate, will not pay CITY for access to its senior centers, and CITY shall not pay CONSULTANT for the health or medical services in Attachment A.
- 3.5 CONSULTANT is prohibited from charging fees or soliciting payment from any seniors using the centers and is prohibited from inviting or contracting with vendors who shall charge fees or solicit payment from seniors for the services provided by CONSULTANT pursuant to this CONTRACT. All seniors frequenting the specified senior centers shall have a right to the services required by this CONTRACT, and CONSULTANT is prohibited from altering, reducing, or diminishing the quality of services based on a senior's payment or "enrollment" or lack thereof as a patient in CONSULTANT's medical group.
- 3.6 CITY shall not be obligated or liable under the CONTRACT to any party, including any subcontractors, for payment of any monies for provision of any goods or services.

### **IV. TERMINATION**

- 4.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

- 4.2 INITIAL TERM AND RENEWALS: This CONTRACT shall commence on October 1, 2016 with activities and services listed in Attachment A, and shall continue until September 30, 2021 unless either Party gives written notice of termination not less than sixty (60) days in advance of the last day of the term in accordance with this Article IV. The City shall have the option to renew this CONTRACT for two (2) additional one (1) year terms, without the further approval of the City Council of San Antonio of such CONTRACT renewal, subject to (a) the review and approval of the City Attorney's Office, and (b) CONSULTANT satisfactorily meeting the performance requirements of this CONTRACT, as solely determined by DIRECTOR. The question of satisfactory completion of said work shall be determined by the DIRECTOR alone and his decision shall be final.
- 4.3 TERMINATION BY NOTICE: The CONTRACT may be canceled by either Party upon written notice only in the event that the role, function and/or activities conducted at the Comprehensive Senior Centers listed in Attachment C-1 (or at any additional senior centers added by the CITY from time to time during the term of this CONTRACT), are materially changed from the present, the facilities become inoperable due to fire, flood or other calamity, the City Council fails to appropriate sufficient funds to continue operation at the senior centers, or budgetary constraints cause the City to terminate programs or close the senior centers; provided, however, the City shall not issue any such notice if the City desires or intends to operate a comparable operation to any additional senior centers listed on Attachment C-1 (or any others that have been added to Attachment C-1 by the CITY from time to time during the term of this CONTRACT). Such notice shall specify an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other Party. Subject to obligations to maintain confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the limitations imposed thereunder regarding transfer of information, and except as otherwise provided in this CONTRACT, all files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.
- 4.4 TERMINATION FOR CAUSE: Should CONSULTANT default in the performance of any of the terms or conditions of this CONTRACT, the CITY shall deliver to the CONSULTANT written notice thereof specifying the matters in default. The CONSULTANT shall have thirty (30) calendar days after its receipt of the written notice to cure such default. If the CONSULTANT fails to cure the default within such thirty (30) day period, the CITY shall have the right, without further notice, to terminate this CONTRACT in whole or in part as CITY deems appropriate, and to contract with another consultant to complete the work required under this CONTRACT.
- 4.5 TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 4.6 EFFECT OF TERMINATION: The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records, to include completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by CONSULTANT, or funds shall be completed at the CONSULTANT'S sole cost and expense. Upon termination, (i) CITY shall allow removal of all items, including specialty equipment, computers, marketing material, and other equipment contributed by CONSULTANT under this Project and (ii) CONSULTANT shall only be obligated to make payments under Section 3.4, on a pro rata basis, through the effective date of termination and shall have no further payment obligations thereafter.
- 4.7 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY its claim, in detail, for the monies

owed by the CITY, if any, through the effective date of termination. Failure by CONSULTANT to submit its claims within said thirty (30) calendar days shall negate any liability on the part of the CITY and constitute a waiver by CONSULTANT of all right or claims to collect money that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.

- 4.8 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records related to this CONTRACT in accordance with Article X hereof. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.
- 4.9 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.

## V. INDEPENDENT CONTRACTOR

- 5.1 It is expressly understood and agreed that the CONSULTANT is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of CITY; that CONSULTANT is responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and that the CITY shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 5.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. Additionally, the doctrine of *respondeat superior* shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors and subcontractors.
- 5.3 All of the employees of the CONSULTANT, wherever located, while engaged in the performance of any work required by the CITY under this CONTRACT shall be considered employees of the CONSULTANT only, and not of the CITY, and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the CONSULTANT.
- 5.4 No Third Party Beneficiaries: For purposes of this CONTRACT, including its intended operation and effect, the Parties specifically agree and contract that (1) this CONTRACT only affects matters/disputes between the Parties to this CONTRACT and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may benefit incidentally by this CONTRACT; and (2) the terms of this CONTRACT are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

## VI. CONFIDENTIALITY

- 6.1 CONSULTANT will maintain the confidentiality of all medical, dental, prescription and other patient-identifiable health information specifically relating to an individual's "Patient Health Information" in accordance with all applicable federal and state laws and regulations, including the Privacy Rule and the Security Rule of, as may be amended from time to time.
- 6.2 CONSULTANT shall comply with the electronic transmission standards, and with all other regulations as might be adopted by HIPAA. Additionally, CONSULTANT shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment F, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law

104-191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

- 6.3 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives any such request, CONSULTANT shall forward such request to CITY immediately.
- 6.4 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to and shall comply with the confidentiality procedures pertaining to records and other information, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

## **VII. OWNERSHIP OF DOCUMENTS**

- 7.1 Subject to obligations to maintain confidentiality under HIPAA, and the limitations imposed thereunder regarding transfer of information, all writings, documents or information in whatsoever form and character produced by CONSULTANT pursuant to the provisions of this CONTRACT is the exclusive property of CITY; and no such writing, document or information shall be the subject of any copyright or proprietary claim by CONSULTANT. CONSULTANT understands and acknowledges that as the exclusive owner of all such writings, documents and information, CITY has the right to use all such writings, documents and information as CITY desires, without restriction. Notwithstanding anything contained in this CONTRACT to the contrary, CITY will not own, access, maintain, or have access to the medical records or any Protected Health Information of the seniors who access the services at the senior centers, and such medical records and Protected Health Information shall be the sole and exclusive property of CONSULTANT and the senior in accordance with law.
- 7.2 In accordance with Texas law, CONSULTANT 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 by public funds are declared to be public property and are 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 behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

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 officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 7.3 The CITY shall own the copyright of whatever nature or extent and in all media whatsoever to any documents and records produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. CONSULTANT and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming and/or transferring such copyright ownership in and to the CITY. Provided, however, nothing herein contained is intended nor shall it be construed to require CONSULTANT to transfer any ownership interest in Consultant's best practice and benchmarking information to the CITY.

## **VIII. INTELLECTUAL PROPERTY**

- 8.1 CONSULTANT shall pay all royalties and licensing fees. CONSULTANT 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. CONSULTANT shall defend all suits for



infringement of any intellectual property rights. Further, if CONSULTANT has reason to believe that the design, service, process or product specified is an infringement of an intellectual property right, it shall promptly notify the CITY and provide the CITY with all information related to the suspected infringement.

#### **IX. RECORDS**

- 9.1 CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, records and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the CITY during the CONTRACT period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives in accordance with Article X hereof.
- 9.2 CONSULTANT shall retain all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the CONTRACT. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, CONSULTANT shall retain the records until the resolution of such litigation or other such questions. CONSULTANT acknowledges and agrees that CITY shall have access to all such documents at all times, as deemed necessary by CITY, during said retention period. City may, at its election, require Consultant to return said documents to CITY prior to or at the conclusion of said retention period.
- 9.3 CITY shall be notified immediately by CONSULTANT of any requests by a third party for information pertaining to documentation and records obtained and/or generated pursuant to this CONTRACT. As such, CONSULTANT understands and agrees that CITY will process and handle all such requests.
- 9.4 The Public Information Act, Government Code Section 552.021, requires the CITY to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if CONSULTANT receives inquiries regarding documents within its possession pursuant to this CONTRACT, CONSULTANT shall within twenty-four (24) hours of receiving the requests forward such requests to CITY for disposition. If the requested information is confidential pursuant to state or federal law, including, without limitation, HIPAA, the CONSULTANT shall submit to CITY the list of specific statutory authority mandating confidentiality no later than five (5) business days after CONSULTANT's receipt of such request.

#### **X. RIGHT OF REVIEW AND AUDIT**

- 10.1 CONSULTANT and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this CONTRACT and shall make such materials available to CITY during the CONTRACT term, including any renewal and extension hereof, at CONSULTANT's place of business, for the purpose of auditing, examining and making copies by CITY or any of its authorized representatives.
- 10.2 The CITY reserves the right to conduct, or cause to be conducted an audit or review of all information, documents and/or systems related to this CONTRACT at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. In the event that the CITY performs an audit, the audit shall be: (a) performed during CONSULTANT'S regular business hours in accordance with CONSULTANT'S security procedures; (b) performed without undue interruption of CONSULTANT'S business activities; (c) restricted to information and/or systems related to this CONTRACT; (d) the auditor shall not access any information that does not relate to this CONTRACT; and (e) all systems and/or information accessed or learned during the audit shall be deemed to be Confidential Information of CONSULTANT.

## XI. LICENSES AND CERTIFICATIONS

- 11.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, experience, credentials, licenses and/or certification required by law to provide the services hereunder, and that CONSULTANT meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## XII. CONFLICT OF INTEREST

- 12.1 CONSULTANT 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: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, 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; 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.
- 12.2 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT is not a City officer nor an employee as defined by Section 2-52 (e) of the City Ethics Code. CONSULTANT further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

## XIII. INSURANCE

- 13.1 Prior to the commencement of any work under this CONTRACT, CONSULTANT shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Department of Human Services, which shall be clearly labeled "WellMed - Operation of Health Related Services at Senior Centers" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this CONTRACT until such certificate and endorsements have been received and approved by the City's Department of Human Services. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 13.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this CONTRACT and any extension or renewal hereof and to make reasonable modifications to insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this CONTRACT; provided, however, that such requested modifications shall be subject to CONSULTANT's ability to request such modifications from its carrier or similarly situated carriers on reasonable terms at a cost not materially in excess of the cost to CONSULTANT in effect at the time of the request. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- 13.3 A consultant's financial integrity is of interest to the CITY; therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies

authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

13.4 The CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any such policies) and subject to the limitations in Section 13.2 hereof. CONSULTANT shall use commercially reasonable efforts in accordance with Section 13.2 to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. Subject to Section 13.2, CONSULTANT shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Human Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

13.5 CONSULTANT agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the CITY where the CITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the CITY.
- Provide thirty (30) calendar days advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

- 13.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONSULTANT's performance should there be a lapse in coverage at any time during this Contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this CONTRACT.
- 13.7 In addition to any other remedies the CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.
- 13.8 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this CONTRACT.
- 13.9 It is agreed that CONSULTANT's insurance shall be deemed primary with respect to any insurance or self insurance carried by the CITY for liability arising out of operations under this CONTRACT.
- 13.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT.
- 13.11 CONSULTANT and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### XIV. INDEMNITY

- 14.1 **CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT's activities under this CONTRACT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 14.2 The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 14.3 CONSULTANT shall promptly advise the CITY in writing of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT.

## XV. AMENDMENT

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The CONSULTANT expressly agrees to comply with all applicable federal, state, and local laws.

## XVI. NOTICE

- 16.1 Except where the terms of this CONTRACT expressly provide otherwise, any election, notice or communication required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given.

### CITY

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

### CONSULTANT

WellMed Medical Management, Inc.  
Attn: President  
8637 Fredericksburg Rd., Suite 360  
San Antonio, Texas 78240

## XVII. LEGAL AUTHORITY

- 17.1 The persons signing this CONTRACT on behalf of each Party represent and warrant and certify that he has full legal authority to execute this CONTRACT on behalf of each respective Party and has authority to bind each respective Party to all the terms, conditions, provisions and obligations contained herein.

## XVIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY

- 18.1 SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the CITY's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

- 18.2 Definitions

- **Affirmative Procurement Initiatives (API)** – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the

SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

- **Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the CITY's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the CITY through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.
- **Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the CITY to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).
- **Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.
- **Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the CITY recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the CITY. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.
- **Certification** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the CITY may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.
- **City** – refers to the City of San Antonio, TX.
- **Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful

Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

- **Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.
- **Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.
- **Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.
- **Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.
- **Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the CITY by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.
- **Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a CITY department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.
- **Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific

characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

- **Good Faith Efforts** – documentation of the Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)
- **HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]
- **Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.
- **Individual** – an adult person that is of legal majority age.
- **Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”
- **Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the CITY. Joint ventures are manifested by written agreements 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. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.
- **Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.



- **M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the CITY’s M/WBE Program APIs.
- **M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of CITY contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

- **M/WBE Evaluation Preference** – an API that the CITY may apply to requests for proposals or qualifications (RFPs or RFQs) on CITY Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.
- **Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).
- **Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:
  - (1) African-Americans: Persons with origins in any of the black racial groups of Africa.
  - (2) Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
  - (3) Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
  - (4) Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.
- **Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.
- **Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for CITY contracted goods and/or services.

- **Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).
- **Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the CITY.
- **Race-Conscious** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.
- **Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).
- **Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.
- **Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the CITY.
- **Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.
- **Responsive** – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.
- **San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY’s 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).
- **Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual CITY contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.
- **SBE Directory** – a listing of small businesses that have been certified for participation in the CITY’s SBE Program APIs.
- **Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio

Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

- **Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.
- **Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.
- **Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in this Ordinance.
- **Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.
- **Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the CITY. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the CITY's issuance of a notice to proceed.
- **Suspension** – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.
- **Subcontractor/Supplier Utilization Plan** – a binding part of this CONTRACT agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this CONTRACT agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this CONTRACT, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, or dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee. The Subcontractor/Supplier Utilization Plan is attached hereto and incorporated herein as Attachment F.
- **Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the CITY and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

18.3 SBEDA Program Compliance – General Provisions

- (A) As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this CONTRACT by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:
- (1) CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this CONTRACT including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
  - (2) CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
  - (3) CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
  - (4) CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this CONTRACT, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
  - (5) CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
  - (6) CONTRACTOR shall retain all records of its Subcontractor payments for this CONTRACT for a minimum of four years or as required by state law, following the conclusion of this CONTRACT or, in the event of litigation concerning this CONTRACT, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

- (7) In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
- (8) CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this Project until the CONTRACTOR for this Project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this CONTRACT. CITY recommends all Subcontractors to be registered in the CVR.

**(B) SBEDA Program Compliance – Affirmative Procurement Initiatives**

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this CONTRACT. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

- (1) **SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this CONTRACT is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm, **and**
- (2) **M/WBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this CONTRACT is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

**(C) Commercial Nondiscrimination Policy Compliance**

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation

for this CONTRACT is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

(D) Prompt Payment

Upon execution of this CONTRACT by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

(E) Violations, Sanctions and Penalties

(1) In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

- a. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
- b. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
- c. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
- d. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
- e. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

(2) Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d. Refusal to accept a response or proposal; and

- e. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the CITY for a period not to exceed two years (upon City Council approval).

#### **XIX. PERSONNEL; SUBCONTRACTING AND ASSIGNING INTEREST**

- 19.1 CONSULTANT, its employees or its approved subcontractors shall perform and be qualified to perform all necessary work under this CONTRACT. Should assigned personnel become unavailable so as to unfavorably impact administration or performance of this CONTRACT, a competent replacement will be assigned promptly.
- 19.2 It is CITY's understanding and this CONTRACT is made in reliance thereon, that CONSULTANT may intend to use subcontractors in the performance of this CONTRACT. Subcontractor additions, deletions, or substitutions shall be approved by City of San Antonio City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor. Notwithstanding the foregoing, changes may be made to CONSULTANT's SBEDA Plan with the written approval of Director and City's SBEDA Program Manager, without requiring additional approval of the City Council, regardless of whether a subcontractor listed on that plan is also identified in this paragraph.
- 19.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of CONSULTANT. CITY shall in no event be obligated to any third party, including any subcontractor of CONSULTANT, for performance of services or payment of fees. Any references in this CONTRACT to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.
- 19.4 Except as otherwise stated herein, CONSULTANT may not sell, assign, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, CONSULTANT shall remain liable for completion of the services outlined in this CONTRACT in the event of default by the successor consultant, assignee, transferee or subcontractor.
- 19.5 Any attempt to transfer, pledge or otherwise assign this CONTRACT without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should CONSULTANT assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this CONTRACT, CITY may, at its option, cancel this CONTRACT and all rights, titles and interest of CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this CONTRACT. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY, which CITY sustains as a result of such violation.
- 19.6 If approved, CONSULTANT'S subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any contract with CONSULTANT arising from or in relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. CONSULTANT shall indicate this limitation in all contracts with approved subcontractors.
- 19.7 CONSULTANT agrees to notify CITY of any changes in CONSULTANT's ownership interest greater than 30% not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change in CONSULTANT's ownership interest may be grounds for termination of this CONTRACT at the sole discretion of the CITY.

## XX. SUCCESSORS AND ASSIGNS

- 20.1 This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XIX hereof.

## XXI. NON WAIVER

- 21.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this CONTRACT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment in the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## XXII. COMPLIANCE

- 22.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations, including, but not limited to, HIPAA. Both parties will adhere to all federal and state medical and privacy laws, and protect the confidentiality of any Protected Health Information. In the event of a breach, the parties agree to immediately, and in no later than 2 business days of discovery, notify the other party and coordinate with the other party to identify, record, investigate, and report any PHI breach. In the event of a breach, WellMed will comply with all breach notification requirements within 60 days.
- 22.2 The CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.
- 22.3 CONSULTANT understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended
  - e. Fair Labor Standards Act of 1938, as amended;
  - f. Equal Pay Act of 1963, P.L. 88-38; and
  - g. All applicable regulations implementing the foregoing laws.
- 22.4 The funding level of this CONTRACT, if any, is based on the receipt of funds from the General Fund, a budget allocation to DHS, and the appropriation for the project related to health services at senior centers. The budget for any center may be adjusted to correspond to the actual award, if this Contract is grant funded. In the event that any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations, shall have the final authority to render or secure an interpretation.



**XXIII. ATTACHMENTS**

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

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

23.2 CONSULTANT understands and agrees that all Attachments are a part of this CONTRACT, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by CONSULTANT as completely and fully as are the obligations, conditions, tasks, products and representations imposed by this CONTRACT.

23.3 The terms of this CONTRACT shall be final and binding where there is any conflict between the terms of CITY'S Request for Proposal, CONSULTANT'S Proposal and the terms of this CONTRACT; CITY'S Request for Proposal shall control where it conflicts with CONSULTANT'S Proposal. However, where CONSULTANT's Proposal offers more or better services, greater resources, or a greater financial commitment than that which is requested in the CITY'S Request for Proposal, CONSULTANT's Proposal shall control with regard to that aspect of the Proposal only.

**XXIV. VENUE AND GOVERNING LAW**

24.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**

24.2 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

**XXV. SEVERABILITY**

25.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension and renewal hereof, it is the intention of the parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

**XXVI. GENDER**

26.1 Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XXVII. CAPTIONS**

27.1 The captions contained in this CONTRACT are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this CONTRACT.

### **XXVIII. PROHIBITED CONTRIBUTIONS**

- 28.1 CONSULTANT acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a “high-risk” discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. CONSULTANT understands that if the legal signatory entering the Contract has made such a contribution, the CITY may not award the Contract to that contributor or to that contributor’s business entity. Any legal signatory for a proposed high-risk contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.
- 28.2 CONSULTANT acknowledges that the CITY has identified this CONTRACT as high risk.
- 28.3 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that the individual signing this CONTRACT has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this CONTRACT. Should the signor of this CONTRACT violate this provision, the City Council may, in its discretion, declare this CONTRACT void.

### **XXIX. ENTIRE AGREEMENT**

- 29.1 This CONTRACT, together with its authorizing ordinance and exhibits, if any, embodies the final and entire agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Section XV.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**XXX. LIMITATION OF LIABILITY**

30.1 NEITHER CONSULTANT NOR THE CITY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES. THE FOREGOING IS NOT INTENDED TO LIMIT THE LIABILITY OF ANY PARTY FOR ANY INDEMNIFICATION REQUIRED BY THIS CONTRACT.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY**

**City of San Antonio, Texas**

\_\_\_\_\_  
Melody Woosley, Director  
Department of Human Services

**CONSULTANT**

**WellMed Medical Management, Inc.**

\_\_\_\_\_  
Bryan Grundhoefer, President

**APPROVED AS TO FORM:**

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

**ATTACHMENTS**

Statement of Work	Attachment A
Performance Measures	Attachment B
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## 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.

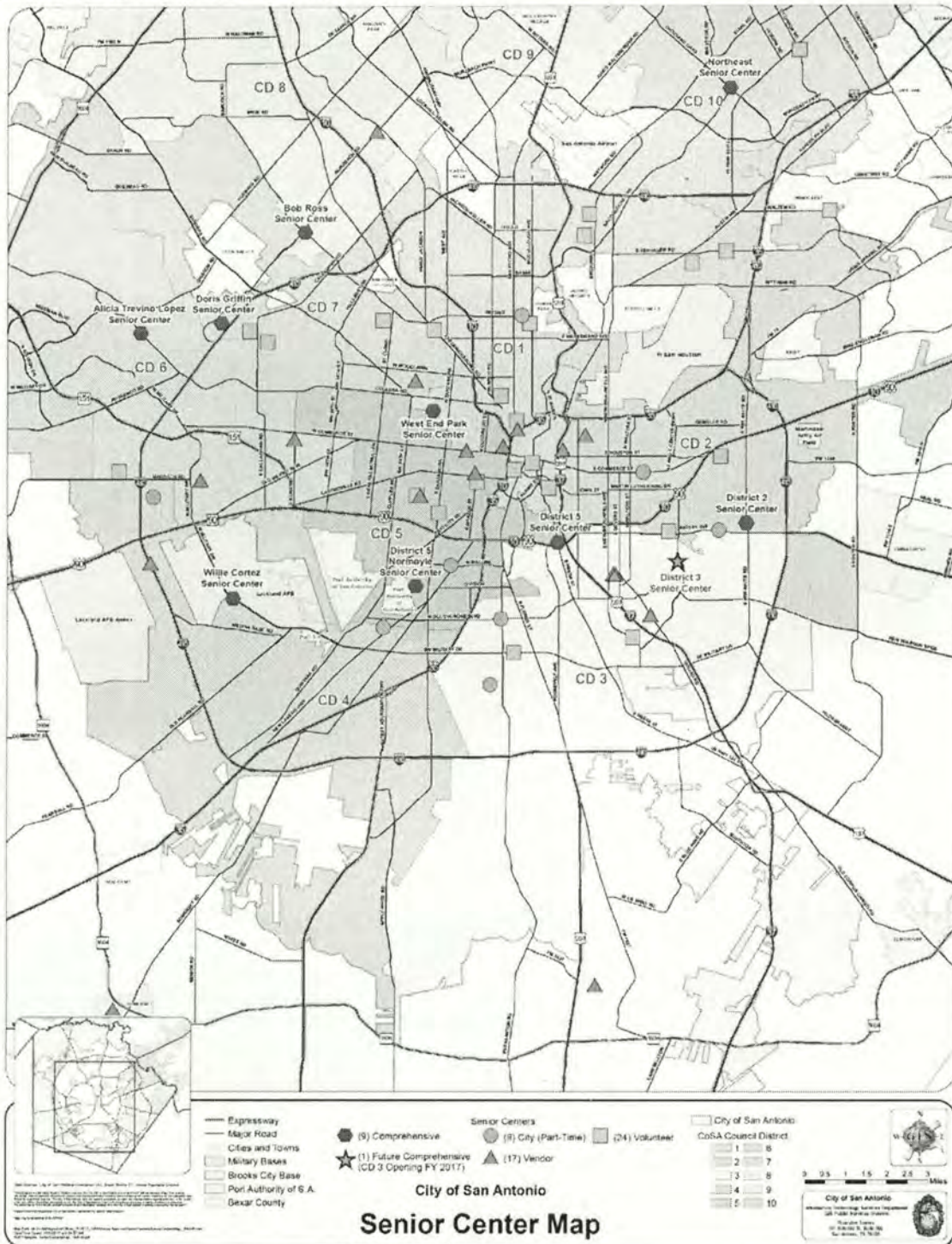
The referenced comprehensive centers serve as community forums for seniors to gather and interact. The comprehensive centers also offer a wide variety of supportive services to seniors designed to promote active civic involvement and overall health. Services and programs include nutrition, education, 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	

<b>Harlandale Senior Center</b>	City	115 W. Southcross 78221	210.924.4771
<b>Hope of Glory</b>	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
<b>Council District 4</b>			<b>Total Sites: 4</b>
Center	Site Type	Address	Telephone
<b>Willie M. Cortez Senior Multi-Service Center</b>	Comprehensive	5512 SW Military Dr. 78242	210.207.5294
<b>South San Senior Center</b>	City	503 Lovett 78211	210.924.4691
<b>Virginia Gill Community Center</b> (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
<b>Council District 5</b>			<b>Total Sites: 9</b>
Center	Site Type	Address	Telephone
<b>District 5 Senior Multi-Service Center</b>	Comprehensive	2701 S. Presa 78210	210.207.5270
<b>District 5 Normoyle</b>	Comprehensive	700 Culberson, 78225	210.207.5650
<b>Palm Heights</b>	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
<b>Council District 6</b>			<b>Total Sites: 4</b>
Center	Site Type	Address	Telephone
<b>Alicia Treviño López Senior One Stop Center</b>	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
<b>Council District 7</b>			<b>Total Sites: 6</b>
Center	Site Type	Address	Telephone
<b>Doris Griffin Senior One Stop Center</b>	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
<b>Council District 8</b>			<b>Total Sites: 2</b>
Center	Site Type	Address	Telephone

<b>Bob Ross Senior Center</b>	Comprehensive	2219 Babcock 78229	210.207.5300
St. Matthew Catholic Church	Vendor	10703 Wurzbach 78230	210.478.5017
<b>Council District 10</b>			<b>Total Sites: 2</b>
Center	Site Type	Address	Telephone
<b>Northeast Senior Center</b>	Comprehensive	4135 Thousand Oaks, 78217	210.207.4590
Legacy @ O'Connor Apartments	Volunteer	13842 O'Connor 78233	210.946.3900
<b>Bexar County</b>			<b>Total Sites: 3</b>
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, 11<sup>th</sup> 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](mailto: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](mailto: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.

## Attachment C

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](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

<p>Tier 1: Minimum 4 days per Week, from 8am – 2pm</p> <p>Comprehensive Senior Centers:</p> <ul style="list-style-type: none"><li>- District 3 District 3 Senior Center</li><li>- District 4 Willie M. Cortez Senior Center</li><li>- District 5 Senior Center</li><li>- District 5 Normoyle Senior Center</li><li>- District 8 Bob Ross Senior Center</li><li>- District 10 Northeast Senior Center</li><li>- And any additional Comprehensive Centers added</li></ul>
<p>Tier 2: Minimum one (1) visit per Month or Week, as indicated</p> <p>Comprehensive Senior Centers: (Once per Week)</p> <ul style="list-style-type: none"><li>- West End Park Senior Center</li></ul> <p>City Managed Centers: (Once per Month)</p> <ul style="list-style-type: none"><li>- Kenwood Community Center</li><li>- Claude Black Community Center</li><li>- Harlandale Senior Center</li><li>- South San Senior Center</li><li>- Virginia Gill Community Center</li><li>- Palm Heights</li></ul>
<p>Tier 3: Minimum one (1) visit per Quarter (January–March; April–June; July–September; October–December)</p> <p>City Managed Centers:</p> <ul style="list-style-type: none"><li>- Comanche Park #2</li><li>- Hope of Glory</li></ul> <p>Vendor Sites:</p> <ul style="list-style-type: none"><li>- Sacred Heart Church</li><li>- Salvation Army – Hope Center</li><li>- Granada Apartments</li><li>- Immaculate Heart of Mary</li><li>- Kenwood North Apartments</li><li>- Parkview Apartments</li><li>- Pecan Hill Apartments</li><li>- St. Anthony de Padua</li><li>- Victoria Plaza Apartments</li><li>- Villa Tranchese Apartments</li><li>- Ella Austin Community Center</li><li>- Salvation Army – Dave Coy</li><li>- Bethany United Methodist Church</li><li>- Newell Apartments</li><li>- Roseville Apartments</li><li>- William R. Sinkin Apartments</li><li>- Fair Avenue Apartments</li><li>- Good Shepherd Lutheran Church</li><li>- St Margaret Mary’s Church</li><li>- Primrose at Mission Hills Apartments</li><li>- St Vincent de Paul</li><li>- Our Lady of Guadalupe Catholic Church</li><li>- Palacio del Sol</li></ul>



**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

**Attachment D**



**WellMed Medical Management Inc.**

**Response**

**RFP 16-040**

**Health Services for Seniors**

**City of San Antonio**

## Attachment D

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## Attachment D

### 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.

**Attachment D**

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

## Attachment D

### Experience, Background, Qualifications:

#### I. 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

## Attachment D

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

## Attachment D

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.

## Attachment D

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](mailto: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



## Attachment D

(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

## Attachment D

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

## Attachment D

BA, French

Trinity University; San Antonio, TX

Diplome Supérieur d'Etudes Françaises/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

## Attachment D

- 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.

## Attachment D

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.

## **Attachment D**

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



## Attachment D

- 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

## Attachment D

- 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.

## Attachment D

### 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

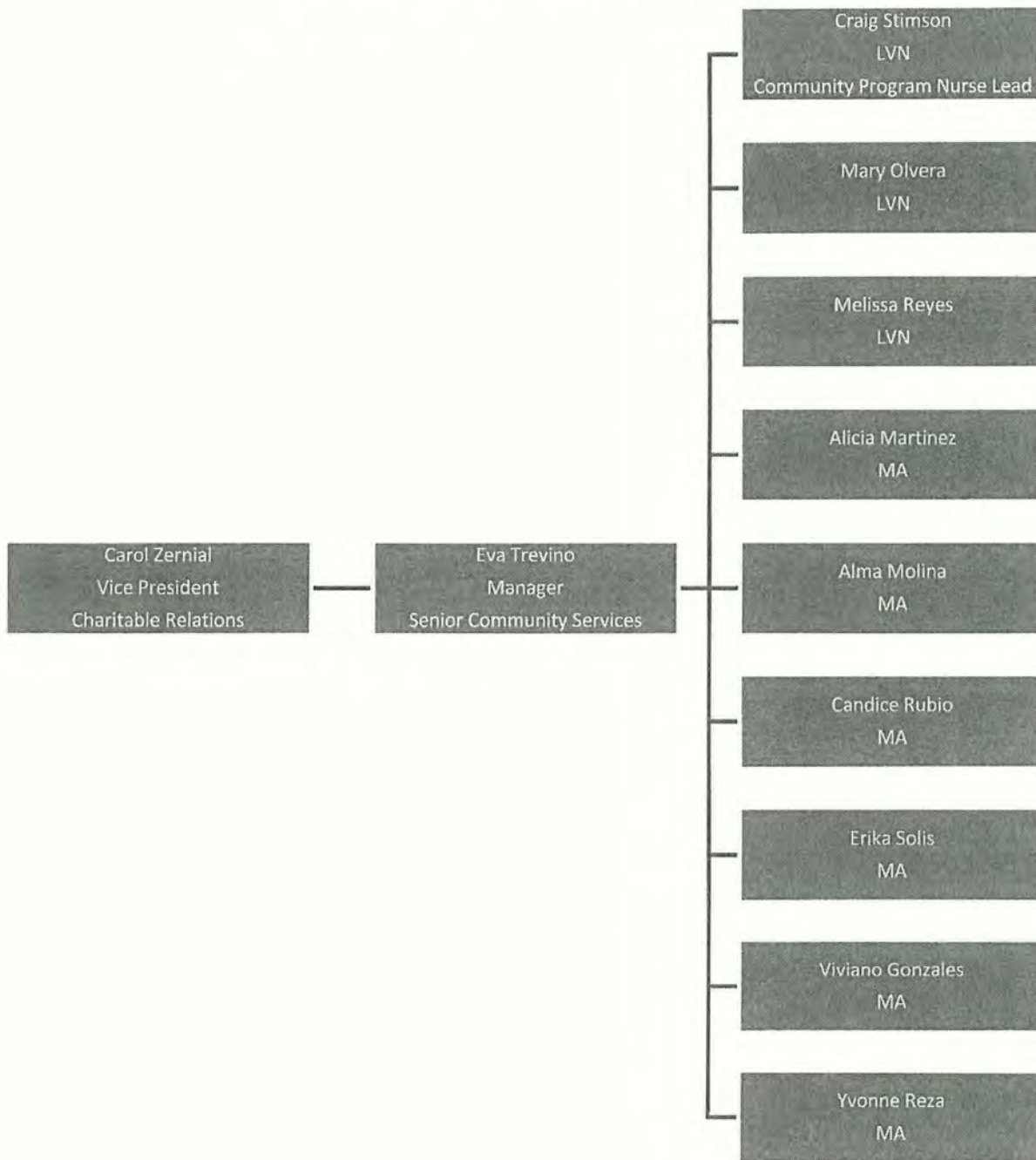
The following is an organization chart for the WellMed Senior Community Services team. The team is led by Carol Zernial, Vice President, Charitable Relations, and Eva Trevino, Manager, Senior Community Services. The resumes for these two individuals have been previously shared. Team members (3 Nurses – 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.

**Attachment D**

Organizational Chart

Senior Community Health Services Team



## Attachment D

### 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

## Attachment D

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 5<sup>th</sup> 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:

\* = Required fields



## Attachment D

# 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:

Attachment D



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.

\* = Required fields



## Attachment D

# 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](http://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 D**

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  

APPROVED       DENIED

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
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Attachment D

**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**

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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

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**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**

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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**

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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

Certificate Number:  
2016-94805

Date Filed:  
08/04/2016

**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

Date Acknowledged:

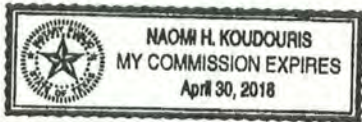
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

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      Naom H. Koudouris      Naomi Koudouris  
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).

<b>PRODUCER</b> 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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Old Republic Insurance Company</td> <td style="text-align: right;"><b>NAIC #</b> 24147</td> </tr> <tr> <td><b>INSURER B:</b> N/A</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Company of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Old Republic Insurance Company	<b>NAIC #</b> 24147	<b>INSURER B:</b> N/A	N/A	<b>INSURER C:</b> Travelers Property Casualty Company of America	25674	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b>																					
<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>																				
<b>E-MAIL ADDRESS:</b>																					
<b>INSURER(S) AFFORDING COVERAGE</b>																					
<b>INSURER A:</b> Old Republic Insurance Company	<b>NAIC #</b> 24147																				
<b>INSURER B:</b> N/A	N/A																				
<b>INSURER C:</b> Travelers Property Casualty Company of America	25674																				
<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> WELLMED MEDICAL MANAGEMENT, INC. 8637 FREDERICKSBURG ROAD, SUITE 360 SAN ANTONIO, TX 78240																					

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 - COMPIOP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	HC2JUB472M475516 (AOS)	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
HRJUB472M476716 (MA & WI)				05/01/2016	05/01/2017	E.L. EACH ACCIDENT \$ 1,000,000	
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.

<b>CERTIFICATE HOLDER</b>  CITY OF SAN ANTONIO ATTN: DEPARTMENT OF HUMAN SERVICES PO BOX 839966 SAN ANTONIO, TX 78283-3966	<b>CANCELLATION</b>  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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
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).	The locations as specified in the written contracts or agreements.
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 <b>COMPLETE</b> (1) Original, <b>seven (7)</b> hard copies <b>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)</b> 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  
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](http://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 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

Print Name Bryan Grundhoefer

Title President

Director or Designee of Economic Development

Sign and Date

APPROVED

DENIED

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					
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Attachment E



## 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