

ORDINANCE 2022-06-23-0529

RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH BCFS HEALTH AND HUMAN SERVICES FOR COVID TESTING AND TREATMENT IN AN AMOUNT UP TO \$800,000.00 FOR A TERM ENDING JUNE 30, 2022, WITH AN OPTION TO EXTEND BY MUTUAL AGREEMENT UP TO DECEMBER 31, 2022 FOR AN ADDITIONAL AMOUNT UP TO \$939,663.00, AND APPROVING THE ACCEPTANCE OF FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN AN AMOUNT UP TO \$1,575,759.95, WITH A CASH MATCH UP TO \$163,903.05.

* * * * *

WHEREAS, BCFS Health and Human Services (BCFS) has been operating Regional Infusion Centers in Bexar County to test for and treat Covid; and

WHEREAS, the City of San Antonio lost funding for an existing program for the treatment of uninsured patients symptomatic with Covid, so would like to partner with BCFS to provide for Covid tests and treatments including oral therapy using Paxlovid and other types of infusion medications; and

WHEREAS, this agreement is necessary to preserve and protect the public health and safety of residents of the City so competitive bidding is not required under Texas law; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has funds available in an amount up to \$1,575,759.95 to assist with funding for this agreement, with a cash match of up to \$163,903.05; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of a Professional Services Agreement with BCFS to provide testing and treatment for Covid are hereby ratified and approved. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, are authorized to execute an agreement that is materially and substantively the same as the agreement set forth in **Exhibit A** in the amount up to \$800,000.00 for a term ending June 30, 2022. This agreement may be extended up to December 31, 2022 by the City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, by mutual agreement between the City and BCFS, for an additional amount up to \$939,663.00, without further action by City Council.

SECTION 2. The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, are hereby authorized to accept funds from FEMA in an amount up


to \$1,575,759.95 for Covid testing and treatment and are further authorized to execute any and all documents necessary to effectuate said acceptance.

SECTION 3. Upon acceptance of this award, a new fund and internal order number will be created, upon which the sum of up to \$1,575,759.95 from FEMA will be appropriated. A cash matching contribution in an amount up to \$163,903.05 is hereby authorized, to be funded by the General Fund.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts, as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this ordinance shall take effect ten days from the date of passage.

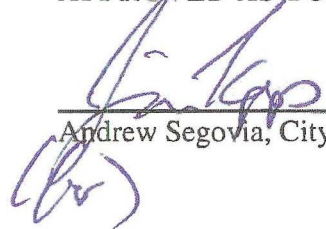
PASSED AND APPROVED this 23rd day of June, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council A Session Meeting June 23, 2022

40.

2022-06-23-0529

Ordinance ratifying a professional services agreement with BCFS Health and Human Services for COVID testing and treatment in an amount up to \$800,000.00 for a term ending June 30, 2022, with an option to extend up to December 31, 2022 for an additional amount up to \$939,663.00, and approving the acceptance of funds from the Federal Emergency Management Agency in an amount up to \$1,575,759.95, with a cash match up to \$163,903.05. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

Councilmember Rocha Garcia moved to Approve on the Consent

Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Pelaez, Courage, Perry

Absent: Sandoval

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
FOR
COVID TESTING AND TREATMENT**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of June, 2022 and BCFS Health and Human Services ("Consultant"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described. This Agreement encompasses and is subject to the Memorandum of Understanding (MOU) between the parties executed on or about the ____ day of June, 2022.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 "Consultant" is defined in the preamble of this Agreement and includes its successors.
- 1.3 "Director" shall mean the director of City's Health Department.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on April 22, 2022 and terminate on June 30, 2022. By mutual agreement between the City and Consultant, this agreement may be extended up to December 31, 2022 without further action by City Council.

III. SCOPE OF SERVICES

- 3.1 Consultant agrees to provide the Covid-19 medical services as described the City of San Antonio Testing & Treatment Center Concept of Operations, attached hereto and incorporated for all purposes, in exchange for the compensation described in Article IV. Compensation. These services shall be provided at a city leased facility located at 7142 San Pedro, Suites X and Y, with the City remaining responsible for paying the rent during the term of this agreement.
- 3.2 All work performed by Consultant hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate. City shall notify Consultant in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

IV. COMPENSATION TO CONSULTANT

- 4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed \$800,000.00 as total compensation, to be paid to Consultant as stated on page 14 of the City of San Antonio Testing & Treatment Center Concept of Operation, Exhibit A, or such lesser amount as agreed to by the parties. If the City and Consultant agree to extend this agreement under Article II to December 31, 2022, the City agrees to pay Consultant an amount not to exceed \$936,663.00 as total compensation for this additional six-month period as stated on page 14 of the City of San Antonio Testing & Treatment Center Concept of Operation, Exhibit A, or such lesser amount as agreed to by the parties.
- 4.2 Consultant shall submit invoices to City within 30 days after services are provided, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Health Department, P.O. Box 839966, San Antonio, Texas 78283-3966.
- 4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.
- 4.4 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. RESERVED

VI. RECORDS RETENTION

- 6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement 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.
- 6.2 Consultant shall retain any and 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 Agreement. 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 any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return the documents to City at Consultant's expense prior to or at the conclusion of the retention period. In such event, Consultant may retain a copy of the documents at its sole cost and expense.

- 6.3 Consultant shall notify City, within seventy-two (72) hours, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. To the extent permitted by law, Consultant understands and agrees that City may process and handle all such requests.

VII. TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination Without Cause. This Agreement may be terminated by either Party without cause upon 3 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.
- 7.4 Consultant may terminate this agreement for cause should City materially breach any term of this Agreement applicable to it, including failure to pay any invoice per the terms of this Agreement.
- 7.5 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such 30-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement..
- 7.5.1 Failure to comply with the terms and conditions stated in Article XIV. SBEDA;
- 7.5.2 Bankruptcy or selling substantially all of company's assets;
- 7.5.3 Failing to perform or failing to comply with any covenant herein required; or
- 7.5.4 Performing unsatisfactorily.
- 7.6 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 Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.7 Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all 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 provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be

completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested by City.

- 7.8 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement 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 City and constitute a **Waiver** by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 7.9 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.
- 7.91 Termination not sole remedy. In no event shall either Party's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of that Party's remedies, nor shall such termination limit, in any way, at law or at equity, the terminating Party's right to seek damages from or otherwise pursue the non-terminating Party for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Health Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Consultant, to:

Lisa Amaya, Executive Director
BCFS Health and Human Services
7451 FM 3009
Schertz, Texas 78154

IX. NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, 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.

X. INSURANCE

- 10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Health Department, which shall be clearly labeled "*City of San Antonio Testing and Treatment Center*" in the Description of Operations block of the Certificate. The 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature 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 Agreement until such certificate and endorsements have been received and approved by the City's Health Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

- 10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify 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 Agreement. In no instance will City allow modification whereby City may incur increased risk.
- 10.3 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 Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal/ Advertising Injury e. Contractual Liability f. Damage to property rented by you *g. Sexual Abuse/Molestation	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 f.\$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims Made)	\$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.
*6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

- 10.4 Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and the City as additional insureds. Consultant shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- 10.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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 either of the parties hereto or the underwriter of any such policies). Consultant shall be required 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. Consultant shall pay any costs incurred resulting from said changes.
- 10.6 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 insureds 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 of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide 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.
- 10.7 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

- 10.8 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.
- 10.9 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 Agreement.
- 10.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- 10.12 Consultant and any subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

- 11.1 **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 and 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 Agreement, 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 Agreement. 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 FOR 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.**

- 11.2 The provisions of this INDEMNITY 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. CONSULTANT shall advise the CITY in writing within seventy-two (72) hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.
- 11.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

- 12.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.
- 12.2 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 Agreement. Compliance by subcontractors with this Agreement 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.
- 12.3 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement.
- 12.4 Any attempt to transfer, pledge or otherwise assign this Agreement 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 Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of "respondeat superior" shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the

Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIV. RESERVED

XV. CONFLICT OF INTEREST

15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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 or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

15.2 Pursuant to the subsection above, Consultant warrants and certifies, to the best of its knowledge, and this Agreement is made in reliance thereon, that by contracting with the City, Consultant does not cause a City employee or officer to have a prohibited financial interest in the Contract. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant. The Health Department shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable, and as agreed to by the Parties.

XVIII. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all

competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement 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 Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. 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.

XXI. LAW APPLICABLE & LEGAL FEES

- 21.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.
- 21.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

XXII. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. INCORPORATION OF EXHIBITS

Exhibit A listed is an essential part of the Agreement, which governs the rights and duties of the parties, with this document taking priority over exhibits A and B.

XXVI. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 27.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.
- 27.2 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 27.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- 27.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Consultant hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Consultant's certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XIX. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Consultant agrees and understands it is responsible for all provisions outlined in exhibit B, specifically including compliance with:

- a. Clean Air Act;
- b. Federal Water Pollution Control Act;
- c. Debarment and Suspension;
- d. Byrd Anti-Lobbying Amendment; and
- e. Procurement of Recovered Materials.
- f. Program Fraud and False or Fraudulent Statements or Related Acts.
- g. No Obligation by federal Government

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

CONSULTANT

(Insert name of Consultant)

(Signature)

(Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agreement approved:

Assistant City Attorney

Exhibit A

Exhibit B
2 CFR 200 Appendix II Provisions

BCFS HHS agrees to comply with all applicable Federal and State laws, rules, regulations, policies, procedures, requirements, and directives, including, but not limited to, the following:

CLEAN AIR ACT

1. BCFS HHS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. BCFS HHS agrees to report each violation to COSA and understands and agrees that COSA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. BCFS HHS agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. BCFS HHS agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. BCFS HHS agrees to report each violation to COSA and understands and agrees that COSA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. BCFS HHS agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, BCFS HHS is required to verify that none of BCFS HHS's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. BCFS HHS must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by COSA. If it is later determined that BCFS HHS did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COSA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

BYRD ANTI-LOBBYING AMENDMENT (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended))

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this Agreement, BCFS HHS shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquire-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. BCFS HHS also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. BCFS HHS acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

NO OBLIGATION BY FEDERAL GOVERNMENT

1. BCFS HHS acknowledges The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



City of San Antonio
Testing & Treatment Center
Concept of Operations

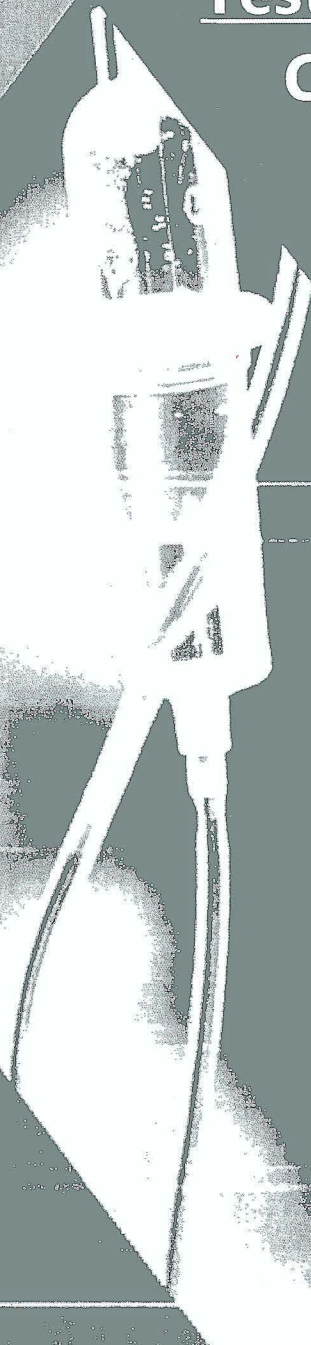


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SECTION I: INTRODUCTION

OVERVIEW

BCFS Health and Human Services Emergency Division (EMD) will establish and operate the San Antonio Test & Treatment Center (SATTC) as tasked by the City of San Antonio (COSA) and San Antonio Fire Department (SAFD). The SATTC will provide monoclonal antibody infusion and oral antiviral therapy for COVID-19 positive patients in the San Antonio metropolitan area. The SATTC will be located at 7142 San Pedro Ave, San Antonio, TX 78216.

MISSION SCOPE

EMD will utilize the previously converted facility at 7142 San Pedro Ave to rapidly establish a two (2) chair COVID-19 testing and treatment center to provide rapid testing and therapy administration to individuals who have tested positive for COVID-19 under the current CDC guidelines for monoclonal antibody and antiviral therapies. Based on average assessment and treatment timelines, it is estimated that the facility can assess and treat up to 16 individuals per day under the established operational configuration.

At the request of COSA/SAFD the facility can be scaled up to a maximum capacity of 50 beds with appropriate adjustments made to personnel, resources, and contingent on availability of monoclonal / antiviral therapies.

Maximum Capacity	Operational Capacity
50	2

SECTION II: CONCEPT OF OPERATIONS

PLANNING CONSIDERATIONS AND ASSUMPTIONS

General	
Considerations	Assumptions
Initial Funding and EMD Operations	<ul style="list-style-type: none">Funded as emergency contract utilizing established by the City of San Antonio.EMD will establish operational command, control, and coordination to meet mission requirements in conjunction with COSA/SAFD.EMD will have personnel and resources rostered and staged to support operations to ensuring full operational capability within 72 hours.Pre-operational walkthrough of the facility will be performed prior to operations to ensure viability conducive to applicable public health standards. (Cold zone, Warm zone & Hot zone integrity)Operational flow to include traffic patterns, parking, pedestrian walkways will be established.Advanced Life Support (ALS) units will be confirmed to be staged onsite with additional EMS support accessed via 9-1-1 if required.All personnel will be provided with appropriate Personal Protective Equipment (PPE) as delineated by BCFS System CMO and Public Health Epidemiologist when supporting RIC operations.
Site Stand Up / Operation & Personnel Preparedness	<ul style="list-style-type: none">All personnel associated with the incident, including support agencies and organizations, will take every action necessary to eliminate or minimize exposure risks by abiding by protocols, policies, and procedures associated with proper and timely decontamination, as well as maintaining the integrity of established hot and cold zones.EMD will provide documents and electronic platforms necessary for charting and will define metrics required for tracking purposes.Medical staffing ratios will be congruent to operational load to provide regular relief time for all personnel to mitigate PPE fatigue and to lessen risk for disease transmission.If applicable, on-site physicians will operate under the direction and authority of the BCFS System Chief Medical Officer (CMO).Processes and criteria will be establish prior to becoming operational regarding assessment and treatment of walk-in patients to determine eligibility for either therapeutic (Bebtelovimab or Paxlovid).
EMD SATTC Operational Involvement	<ul style="list-style-type: none">EMD support for SATTC operations will remain in place until such a time that COSA indicates that operations are no longer required.
Stakeholders	<ul style="list-style-type: none">External partners may include Texas Department of State Health Services (DSHS), Southwest Texas Regional Advisory Council (STRAC), Bexar County, and the City of San Antonio.

General

Considerations

Assumptions

Operational Capacity

- Initial capacity of two (2) chairs will be established for the administration of intravenous mAB, with the ability to scale up to 50 chairs should it be needed/requested.

Facility Repair

- Electrical, plumbing and HVAC maintenance and repair will be coordinated and paid for by the property owner.

Utility Payment

- Responsibility and payment of utilities will be coordinated by SAFD as written into lease agreement.

Support Services

- EMD will provide full wraparound services as required for SATTC operations including, but not limited to:
 - Meal service
 - Custodial
 - Pharmaceutical
 - General supply
 - Medical Supply

Daily SATTC Operations

- Will be under the purview of an EMD EOC Incident Management Team (IMT) and will operate under a full offsite command and general staff structure.

First Responder Agencies

- Law enforcement, EMS, etc. will be contacted early in coordination for safety and risk mitigation.

MANAGEMENT OBJECTIVES

1. Maintain effective command, control, and coordination through consistent use of the tenets of Incident Command System (ICS).
2. Ensure the safety, security, and well-being of patients and personnel assigned to the mission.
3. Maintain consistent and effective use of WebEOC for management of the incident.
4. Ensure compliance with response operational requirements.
5. Prioritize critical action objectives (e.g., critical, in progress, and new/modified).
6. Maintain effective communication with external partners.
7. Ensure all personnel are aware of and always comply with all applicable safety rules and public health guidelines.
8. Ensure compliance with operational requirements and cost estimates by way of appropriate expense control measures.

CRITICAL MISSION FUNCTIONS

Primary mission functions essential to the success of the mission include, but are not limited to:

- Patients and visitors will be greeted and provided a surgical mask. Patients will be masked for the duration of their course of treatment or stay.
- Patient will undergo a short medical screening (temperature, pulse oximetry and rapid COVID antigen test).
- Runner: Following initial intake, an identified runner (one of the healthcare workers) will escort the checked-in patient to the identified infusion or medication dispensing station and conduct a hand-off with the infusing RN or Pharmacist. During the hand-off, the patient will be introduced to the RN or Pharmacist and their personal information and treatment course will be confirmed prior to infusion or dispensing of the oral medication.
- Ensure the safety, security, and well-being of patients, personnel, and stakeholders assigned to the mission.
- Deploy the appropriate personnel, resources, and support assets necessary to support mass care services.
- Establish and maintain appropriate public health mitigation measures to ensure the health and well-being of patients and personnel.
- Activate/deactivate TTC capacity as tasked by SAFD.
- Engage and monitor all necessary communications and critical information systems.
- Implement policies and procedures to ensure the provision of care and tracking of all necessary resources.
- Ensure appropriate and timely notifications are made to partners and stakeholders.
- Facilitate appropriate and timely demobilization plans and After-Action Reports as requested.

COMMAND, CONTROL, & COORDINATION

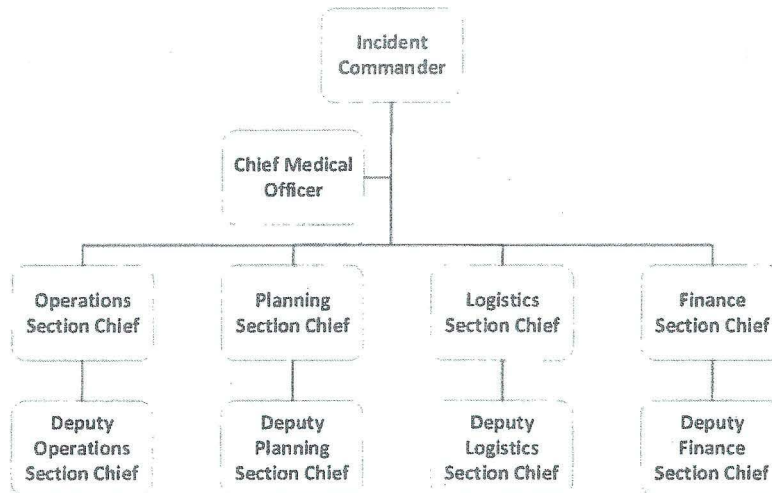
Command, control, and coordination for the operation will be accomplished through the implementation of the National Incident Management System (NIMS), Incident Command System (ICS), and the incident action planning process.

An Incident Management Team (IMT) will be assigned to stand up and operate the Testing & Treatment Center and will integrate into the current EOC Command and General Staff structure currently operational at the EMD EOC.

IMT and support personnel structure will be adjusted appropriately based on the size, scale, and/or complexity of the operation in accordance with ICS guidelines.

Command & General Staff

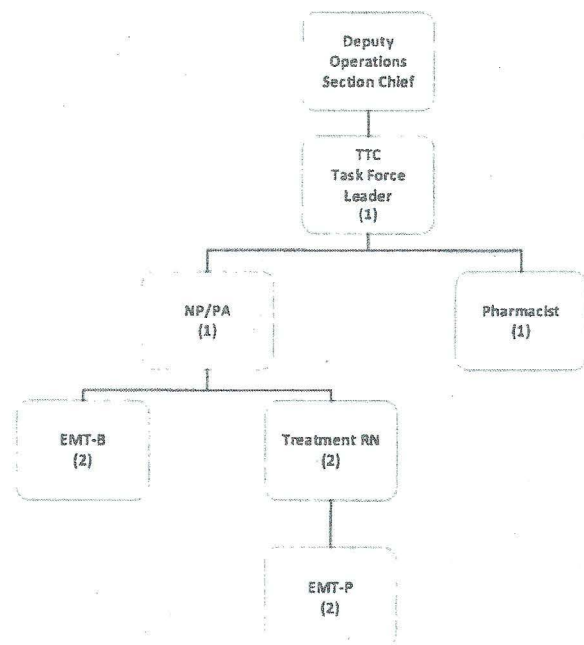
Command and General Staff (C&G) provide oversight and are responsible for all functional aspects of the Incident Command structure.



Testing & Treatment Task Force

The organizational structure of the TTC, operating in compliance with the tenants of NIMS-ICS, will involve multi-disciplinary skills and credentials.

- All-Hazards Incident Management Team Personnel (IMT)
- Medical Doctor (MD)
- Advance Practice Providers (NP/PA)
- Registered Nurses (RN)
- Registered Pharmacist (RPH)
- Emergency Medical Technician-Paramedics (EMT-P)
- Emergency Medical Technicians (EMT-B)



OPERATIONAL SERVICE AREAS

Mission Area	Description
Site Management	Full operational oversight for successful TTC operation execution. Management of patient flow in dedicated outpatient COVID treatment space.
Disability/Access and Functional Needs (D/AFN) Services	Services that enable adults to maintain their usual level of independence providing ADL, translation, etc.
Hygiene Services	Provision of toilet and handwashing facilities including ADA-accessible units.
Medical, Emergency Medical, & Public Health Services	Full Medical Infusion Component – Medical personnel assigned to administer patient infusion (up to 1 min.) and monitor patient wellbeing (1 hr.)
	Provision and re-supply of CMS and DME to support ongoing infusions.
	Infusions in vial and/or IV bags that are prepared in a manner consistent with local laws, regulations, guidelines, and policies.
PPE/Infection Control	Sufficient PPE inventory based on CDC guidelines, don/doff procedures, and routine cleaning/disinfecting all high touched surface areas.
Security	Provision and coordination of perimeter, traffic, and roving security personnel.
Janitorial & Bio-waste	Provision and coordination of daily custodial and waste removal services to include removal of bio-waste items.

OPERATIONAL FLOW OVERVIEW

The model shown below is designed to meet Emergency Use Authorization (EUA) for monoclonal and Paxlovid requirements administering treatment as soon as possible after confirmed positive test result and within 5 or 7 days respectively of symptom onset. This includes increasing logistical resources to plan for fast testing turn-around times and to expedite patient treatment. Operational changes will occur as necessary to improve patient flow and coordination with external providers for referred treatment.

Pre-treatment	Treatment	Post-treatment
<ul style="list-style-type: none"> ➤ Ensure patient meets treatment requirements and understands risks. 	<ul style="list-style-type: none"> ➤ Screen patient on arrival and begin treatment. ➤ Infusion duration up to 1 min, 1-hour post-infusion with monoclonal antibody therapy. 	<ul style="list-style-type: none"> ➤ Discharge patient immediately following monitoring completion. ➤ Follow protocol to minimize risk of exposure to others. ➤ Post-treatment care encouraged to follow up with PCP or via tele-medicine as possible.

ENTRANCE OR CHECK-IN

- Patients and visitors will be greeted and provided a surgical mask.
 - Patients will be masked for the duration of their course of treatment or stay.
- Patient will undergo a short medical screening (temperature, pulse oximetry, rapid Binax test).
- Following initial intake, an identified runner (EMT-B) will escort the checked-in patient to the identified infusion station and conduct a hand-off with the APP (NP/PA).
 - During the hand-off, the patient will be introduced to the APP and their personal information and treatment course will be confirmed prior to infusion.

THERAPY ADMINISTRATION

- APP (NP/PA) will assess patient after preliminary screening by EMT-B.
 - Current staffing configuration will allow for up to 16 -30-minute assessments (both Bebtelovimab and Paxlovid) per operational period.
- Treatment RN will confirm patient information, medication, and route of administration prior to initiating treatment.
 - All appropriate information will be updated in patient case record.

For Bebtelovimab:

- A standard session takes approximately one hour and thirty minutes
- Two (2) chairs are available at the following session intervals:
 - 0800 hrs
 - 1200 hrs
 - 1600 hrs

For Paxlovid:

- Sessions for administration will be scheduled for:
 - 0800 hrs
 - 1000 hrs
 - 1300 hrs
 - 1600 hrs
- Once eligibility is confirmed by the APP the TTC Pharmacist will confirm the prescription and dispense the patient with the five-day treatment to be taken orally.

POST-INFUSION OBSERVATION

- Upon completion of infusion, the patient will transition to direct observation for a minimum of 60 minutes.
- Observation EMT-Ps will have immediate access to medications to treat a severe infusion reaction (such as anaphylaxis) including activation of emergency services, as necessary.
- At the conclusion of the observation period, patients will have their final medical evaluation for clearance to leave the facility.
 - Each will receive post-procedure instructions including guidance to follow-up with their primary care provider.
- And EMT-B Runner will escort the patient directly to the facility exit.
- All chair/beds, stations, and equipment will be cleaned and disinfected between patients/sessions.

OPERATIONAL LOCATIONS

EMD EMERGENCY OPERATIONS CENTER & WAREHOUSE

7451 FM 3009 Rd, Schertz, TX, 78154

Coinciding with current response operations, the overarching command structure will be located at EMD Emergency Operations Center (EOC) in Schertz, TX for advanced logistical support and coordination of information for multiple operations.

The EMD warehouse supports the SATTC with resources, equipment, and personnel required for ongoing operations.

TESTING & TREATMENT CENTER

7142 San Pedro Ave, San Antonio, TX 78216

The facility in which walk-in patients will be provided COVID-19 screening and medical assessment for the potential administration of monoclonal antibody infusion or oral antiviral therapy in the San Antonio metropolitan area.

HOURS OF OPERATION

The San Antonio Testing & Treatment Center will be operational 12 hours a day, 5 days a week.

- "A" Shift: 0700 hrs to 1900 hrs
- Daily operations (Monday thru Friday), until determined otherwise by patient load.
- 12- hour operations will continue until such time that EMD Command determines 12-hour operations are no longer necessary.

SECTION III: IMPLEMENTATION

PHASES & TRIGGERS

PHASE	TRIGGER
<p>PHASE I: PRE-AWARD</p> <p>Activities that take place prior to receipt of a task order (e.g., planning, resource staging, etc.)</p>	<ul style="list-style-type: none"> • Begin preliminary discussions on possible taskings (including event site, possible staffing, and resource needs) • Discuss adjustment on readiness levels, as appropriate. • Develop of a Concept of Operations (CONOP). • Provide an initial response budget. • Identify tentative mission and assignment location. • Triggers deployment for site reconnaissance and placement of resources on standby notice.
<p>PHASE II: AWARD / TASKING</p> <p>Accompanied by a Task Order (TO), directs notification of personnel, vendors, and stakeholders of imminent mobilization orders including execution of documentation and initiation of communication platforms and mediums.</p>	<ul style="list-style-type: none"> • Activate all requisite personnel • Notify, brief, and direct travel services regarding imminent staff travel • Develop operational plans and documentation templates • Assemble documentation in WebEOC for end-user access. • Deploy Logistics team to prepare the site for active operations
<p>PHASE III: MOBILIZATION</p> <p>Accompanied by a Mobilization Order (MO), directs mobilization of resources including the execution of all preparatory activities in anticipation of operations order, including travel, staging, and/or stand up.</p>	<ul style="list-style-type: none"> • Issue mobilization order via mass notification system to include deployment instructions with specific assembly point(s), reporting date/time, mission, and point of contact • Develop documentation including Incident Action Plans, Situation Reports, convoy plans, site maps, etc. • Coordinate travel and transportation for personnel, fill resource requests, and deployed caches and other equipment as applicable. • Establish procurement contracts, prepared personnel deployment packets for time and expense reports • Deploy medical team in accordance with mission tasking and address specific requirements for staffing numbers and skillsets as appropriate. • Facilitate situation briefings for all personnel, distribute hard copy documentation if desired (e.g., situation manuals, IAP, ICS and finance forms), and confirm assignments (position and shift) • Conduct mission specific training as required.
<p>PHASE IV: OPERATIONS</p> <p>Accompanied by a Operations Order (OP), which may be internal to EMD. Directs the commencement of operations as outlined in the CONOP.</p>	<ul style="list-style-type: none"> • Commence operations. • Ensure daily incident management follows the Planning "P" and Operations "O". • Ensure daily operations follow established processes, procedures, and protocols in accordance with the management and operational objectives in the IAP. • Reflect real-time operational activity in WebEOC . • Maintain clear communication with SAFD leadership on scope and tempo of daily operations.
<p>PHASE IV: DEMOBILIZATION</p> <p>Accompanied by a Demobilization Order (DO). Triggers the reduction / release of response resources. Includes discontinuation of vendor support services, resource return and rehabilitation. May also include After Action activities as appropriate</p>	<ul style="list-style-type: none"> • Demobilize operations as directed by SAFD. • Archive all documentation and WebEOC boards. • Conduct hot wash of operations and After-Action Review . • Demobilize designated resource cache for return and rehabilitation. • Transition control of the site to SAFD, if applicable.

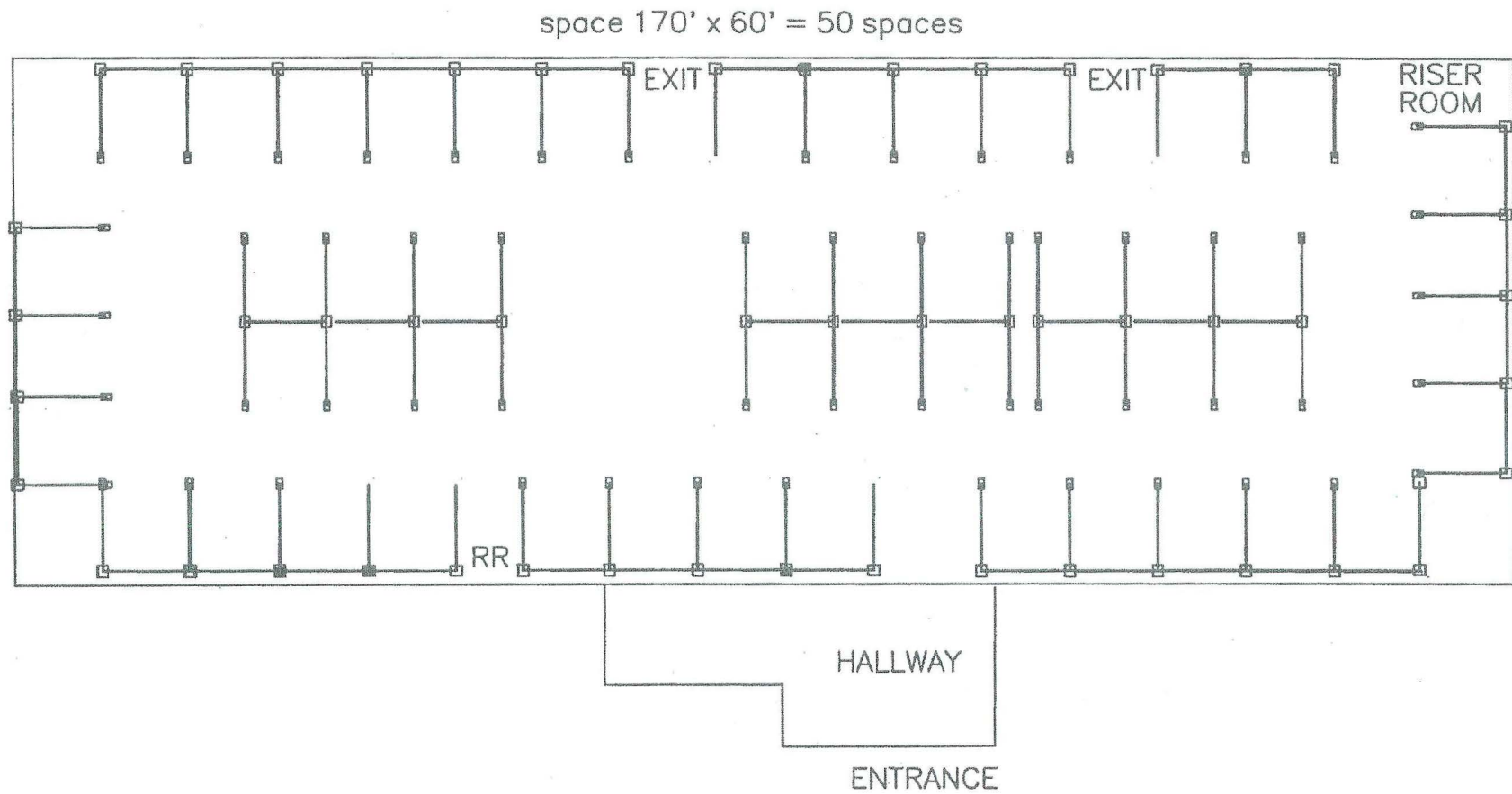
TIME-PHASED IMPLEMENTATION

The time-phased implementation will follow the H-Minus timeline for tasks assigned to responsible sections for each phase delineated below. The timeline will be consistent with guidance received from SAFD and will commence at H-72 once the official task/activation order is received.

H-MINUS TIMELINE		
HOUR	ACTION	RESPONSIBILITY
PRE-ACTIVATION		
PRE	EMD receives notification of potential tasking.	SAFD
PRE	Mission overview is provided to IMT.	COMMAND
PRE	Deploy Forward Coordinating Element (FCE) for site recon, if possible.	COMMAND
PRE	Finalize CONOP post-site recon to provide a common operating picture.	PLANNING
PRE	Finalize preliminary response budget in preparation for submittal to SAFD.	FINANCE
PRE	Initiate Readiness Level III - 12 hour call back via Alert Media for staff preparedness.	LOGISTICS
PRE	Issue standby orders to rostered personnel.	CADRE
PRE	Contact vendors to confirm capacity and readiness, including confirmation of vendor subcontractors.	LOGISTICS
PRE	Identify resources necessary for rapid stand up of response operations at designated location.	LOGISTICS
PRE	Audit EMD warehouse inventory, and ensure equipment/cache readiness, pre-stage for possible deployment	LOGISTICS
PRE	Identify local contractors for wrap and service support.	LOGISTICS
PRE	Identify a training location and materials for potential activation, if needed.	LOGISTICS / OPERATIONS
PRE	Convene incident briefing outlining CONOP and preliminary scope of operation.	COMMAND
PRE	Reconcile staffing plans and organizational charts with final budget.	PLANNING
H-72		
H-72	EMD receives activation order for SAFD.	SAFD
H-72	Obtain project code for operation.	FINANCE
H-72	Submit all requisite STARs for mobilization of personnel and resources to support operations	OPERATIONS / LOGISTICS
H-72	Prepare and deploy Logistics Convoy with all appropriate resources and equipment and initiate stand-up of SATTC.	LOGISTICS
H-72	Develop electrical infrastructure continuity plan and provide required resource list for staging and deployment.	LOGISTICS
H-72	Inform CTM of active response and provide project code.	LOGISTICS
H-72	Activate and deploy IMT overhead to site to oversee preparation and set up.	COMMAND
H-72	Activate and assign the TTC site in Salesforce	OPERATIONS
H-72	Inform CTM of active response and provide project code.	LOGISTICS
H-72	Issue mobilization orders for EMD personnel.	CADRE
H-72	Secure all utility, wrap, and support contracts with appropriate vendors/contractors.	LOGISTICS
H-72	Deploy IT personnel for site internet contract, configuration, and infrastructure set up.	LOGISTICS
H-72	Secure all billeting for personnel	LOGISTICS
H-48		
H-48	Deploy all activated EMD personnel to appropriate operational locations.	CADRE
H-48	Establish incident email addresses and VoIP phone numbers	COMMAND/ LOGISTICS
H-48	Review existing protocols applicable to current operation and upload into incident SharePoint site.	PLANNING
H-48	Design site traffic and security plan to include approved ingress, egress, service delivery pathways, and pedestrian crosswalks.	LOGISTICS / OPERATIONS
H-48	Initiate augmentation of incident documentation to include the Incident Action Plan and Situation Report.	PLANNING
H-24		
H-24	Finalize stand up of the SATTC.	ALL
H-24	Confirm all resources and vendor contracts are in place.	OPERATIONS/LOGISTICS
H-24	Populate response resources in WebEOC.	PLANNING
H-24	Begin data capture and resource tracking endeavors.	PLANNING
H-0		
H-0	TTC operations commence.	ALL

SECTION IV: APPENDICES

SITE PLAN



Aerial View




RESOURCE LIST

QTY	RESOURCE	PURPOSE
500	IV Start Kits	Infusion
500	20ga IV Catheter	Infusion
500	22ga IV Catheter	Infusion
200	24ga IV Catheter	Infusion
2000	10cc .9% Sodium Chloride pre-filled	Infusion
500	Coban 1-2" (bandage wrap)	Infusion
500	Alcohol Preps	Infusion
500	10cc Syringes	Infusion
500	2x2 Gauze pads, sterile	Infusion
500	Band-Aids	Infusion
250	18ga hypodermic needle	Infusion
10	Vital Sign Monitors	Infusion
10	No Touch Thermometer	Infusion
5	5 qt Sharps Container	Infusion
2	5 gal Sharps Container	Infusion
500	22ga IV Catheter	Infusion
500	Extension Set (J loop)	Infusion
2	Oxygen cylinder, E size	Diagnostics
2	Oxygen caddy	Diagnostics
2	O2 Key	Diagnostics
2	O2 Regulator 0-15lpm	Diagnostics
25	Adult Nasal Cannula	Diagnostics
25	Adult Non-Rebreather	Diagnostics
5	Adult BVM	Diagnostics
2	Glucometer	Diagnostics
100	Glucometer strips	Diagnostics
100	Lancets	Diagnostics
4	Adult Manual BP Cuff	Diagnostics
2	Lg Adult manual BP Cuff	Diagnostics
2	Adult Automatic BP Cuff	Diagnostics
4	Stethoscope	Diagnostics
4	Pulse Oximeter	Diagnostics
2	Cold Packs (case)	Diagnostics
2	Hot Packs (case)	Diagnostics
2	Hand Sanitizing Station	PPE / Sani
250	Faceshields	PPE / Sani
250	Isolation Gowns	PPE / Sani
200	BYD N95	PPE / Sani
200	ProGear Regular	PPE / Sani
50	ProGear Small	PPE / Sani
500	Surgical Mask Level 3	PPE / Sani
500	Shoe Covers	PPE / Sani
200	Emesis bags	PPE / Sani
500	Gloves (X-Small)	PPE / Sani
4000	Gloves (Small)	PPE / Sani
4000	Gloves (Medium)	PPE / Sani
4000	Gloves (Large)	PPE / Sani
4000	Gloves (X-Large)	PPE / Sani
36	Sanitizing Wipes	PPE / Sani
36	Purple Top Sani-Wipes	PPE / Sani
36	Disinfectant Wipes (Clorox wipes)	PPE / Sani
36	Isopropyl Alcohol 99% (gallon)	PPE / Sani
4	Hand Sanitizer (64 oz)	PPE / Sani
15	Hand Sanitizer (2 oz)	PPE / Sani
48	Disinfectant Spray (Lysol)	PPE / Sani
2	Anaphylaxis Kit	Med Support
3	Crash Cart	Med Support
1	IV Cart	Med Support
36	Transpore Tape, 1"	Med Support
4	Trauma Shears	Med Support
1	Red Bag	Med Support

3	Green Bag	Med Support
2	AED	Med Support
1	Stop the Bleed Kit	Med Support
4	Oxygen concentrators	Med Support
1	Wheelchair, 22"	Med Support
1	Wheelchair, 24-26"	Med Support
2	Biohazard Boxes	Med Support
50	Biohazard Bags, 32gal	Med Support
1	File Cabinets	Admin Support
4	6ft Folding Table	Admin Support
20	Folding Chairs	Admin Support
1	Printer with extra toner	Admin Support
1	Label Maker	Admin Support
1	Shredder	Admin Support
4	Labeler Tape	Admin Support
4 packs	Post It Notes	Admin Support
12	Legal Pads	Admin Support
50	Ink Pens, black	Admin Support
24	AA Batteries	Admin Support
24	AAA Batteries	Admin Support
1	Drink Cooler	Admin Support
1	Keurig	Admin Support
assorted	Coffee supplies	Admin Support
2	Rolling Cart	Admin Support
2	Storage Racks	Admin Support
15	Trash Cans, small office	Admin Support
2	Trash Cans, 32gal Red	Admin Support
2	Trash Cans, 55gal rolling	Admin Support
2 cs	Trash Can liners, 32 gal	Admin Support
2 cs	Trash Can liners, 55gal	Admin Support
1	Reinforced Metal Cabinet	Admin Support
1	Dollie	Admin Support
2	K2 Fridge	Admin Support

COST ESTIMATE

<div>  <div> BCFS HEALTH AND HUMAN SERVICES EMERGENCY MANAGEMENT </div> <div> Testing and Treatment Center Cost Estimate - 30 Days </div> </div>							
Labor Category	# Personnel	Regular Hours	OT Hours	Hourly Rate	OT Hourly Rate	Weekly Rate	Monthly Total
Task Force Staff							
IMT Strike Team Leader	1	40	20	\$ 50.00	\$ 75.00	\$ 3,500	\$ 15,015
Nurse Practitioner/Physician Assistant	1	40	20	\$ 130.00	\$ 195.00	\$ 9,100	\$ 39,039
Registered Nurse	2	40	20	\$ 95.00	\$ 142.50	\$ 13,300	\$ 57,057
Paramedic/LVN	2	40	20	\$ 55.00	\$ 82.50	\$ 7,700	\$ 33,033
Pharmacist	1	40	20	\$ 137.50	\$ 206.25	\$ 9,625	\$ 41,291
EMT-B	2	40	20	\$ 33.00	\$ 49.50	\$ 4,620	\$ 19,820
Staff Sub Total	9						\$ 205,255
							Monthly Total
Fringe							\$ 28,736
Program Supplies							\$ 5,000
Cleaning Services							\$ 15,988
ODC Total							\$ 49,723
Subtotal							\$ 254,978
							\$ -
Total Cost Estimate							\$ 254,978
One Time Fee - Mobilization and Demobilization							\$ 7,296