

**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, the “Parties”) as authorized by City Council on \_\_\_\_\_, pursuant to Ordinance No. \_\_\_\_\_.

**WHEREAS**, the CITY has negotiated with CONSULTANT to manage and provide health education and screening services at various CITY senior centers and to coordinate and/or arrange for dental services by other agencies (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 shall commence on October 1, 2023 with activities and Services listed in Attachment A, and shall continue until September 30, 2030 unless earlier terminated or extended pursuant to any provisions hereof.
- 1.2       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 (defined in Section 2.5 of this Article) in a manner commercially and reasonably 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 List of Senior Centers attached hereto as **Attachment C**, and CONSULTANT’s Proposal, 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, 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 commercially reasonable satisfaction of the DIRECTOR.
- 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 commercially and reasonably satisfactory to DIRECTOR; however, CITY shall have no obligation to terminate.

- 2.4 CONSULTANT shall perform its services hereunder in accordance with the ordinary, commercially 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.
- 2.5 The parties agree that the "Services" provided hereunder shall mean services, including the health education and screening services and coordinating or arranging for dental services, as mentioned in the Scope of Work in Attachment A, and shall not imply that dental services or other medical services will be provided by CONSULTANT in the provision of services outlined in Attachment A.

### 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, without releasing CONSULTANT from performance under this CONTRACT. In such instances, CITY will offer CONSULTANT a commercially standard 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 any 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 related 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 in this CONTRACT.
- 4.2 **TERMINATION BY NOTICE:** The CONTRACT may be canceled by either Party upon written notice in the event that the role, function and/or activities conducted at the Comprehensive Senior Centers listed in Attachment C (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, 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 (or any others that have been added to Attachment C 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.
- 4.3 **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. In no event shall CONSULTANT be liable for any cost or fees charged by another consultant.
- 4.4 **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.
- 4.5 **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 (except records relating to any person who received Services 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 shall be completed at the CONSULTANT'S sole cost and expense. Upon termination, CITY shall allow removal of all items, including specialty equipment, computers, marketing material, and other equipment contributed by CONSULTANT under this Project.
- 4.6 Termination not sole remedy. Subject to the provisions set forth in Sections 3.6 and 30.1 of this CONTRACT, CITY'S action of terminating this CONTRACT, whether for cause or otherwise, shall not be deemed an election of CITY'S remedies, nor shall such termination limit in any way, at law or equity CITY'S right to seek damages from or to 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, and personal or other patient-identifiable health information ("PHI") 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 HIPAA, 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 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, excepting PHI, to which CITY shall have no access...

## VII. OWNERSHIP OF DOCUMENTS

- 7.1 CITY will not own, access, maintain, or have access to any PHI of the seniors who access the Services at the senior centers, and such PHI shall be the sole and exclusive property of CONSULTANT and the applicable senior in accordance with law. However, no such writing, document, record 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 shall have the right to use all such writings, documents and information (not to include any PHI) as CITY desires, without restriction.

- 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 (excluding PHI) 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" consistent with state and federal law,, 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. In no event shall City request or receive access to PHI.
- 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 (excluding PHI) 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 Contractor agrees to comply with the following insurance provisions:

- (A) No later than 30 days before the commencement of this Contract, Contractor must provide a completed Certificate(s) of Insurance to City's Department of Human Services. The certificate must be:
  - clearly labeled with the legal name of the event in the Description of Operations block;
  - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);
  - properly endorsed and have the agent's signature, and phone number,
- (B) Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by City's Department of Human Services. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.
- (C) If the City does not receive copies of insurance endorsement, then by executing this Contract, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage during the effective period of this Contract.
- (D) The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Contract based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- (E) Contractor shall obtain and maintain in full force and effect for the duration of this Contract, at Contractor'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.
- (F) If the Contractor claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation** e. Contractual Liability f. Independent Contractors*	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. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability – for loss that may arise out of an error of mission the professional has in performance of duties	\$1,000,000 per claim
<b>** Required for projects involving services to children</b>	
<b>*If Applicable</b>	

- (G) Contractor must require, by written contract, that all subcontractors providing goods or services under this Contract obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Contractor shall provide City with subcontractor certificates and endorsements the subcontractor starts work.
- (H) If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio  
Department of Human Services  
Attn: Director  
100 W. Houston Street, 9<sup>th</sup> Floor  
San Antonio, Texas 78205

- (I) Contractor's insurance policies must contain or be endorsed to contain the following provisions:
- Name City and 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 City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
  - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
  - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
  - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- (J) Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.
- (K) In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Contract until Contractor demonstrates compliance with requirements.
- (L) Nothing contained in this Contract shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract.
- (M) Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Contract.
- (N) The insurance required is in addition to and separate from any other obligation contained in this Contract and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- (O) Contractor and any subcontractor are responsible for all damage to their own equipment and/or property resulting from their own negligence



**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, all official communications and notices among the Parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below. Notices of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of the change.

**CITY**

Attn: Director  
Department of Human Services  
100 W. Houston Street, 9<sup>th</sup> Floor  
San Antonio, Texas 78205

**CONSULTANT**

WellMed Medical Management, Inc.  
Attn: President  
19500 IH-10,  
San Antonio, Texas 78257

## **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. RESERVED**

## **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 use subcontractors in the performance of this CONTRACT. Subcontractor additions, deletions, or substitutions shall be approved by the Small Business Office of the CITY's Economic Development Department. Notwithstanding the foregoing, changes may be made to CONSULTANT's SBEDA Plan with the written approval of Director and CITY's SBEDA Program Manager.
- 19.3 Any work or services approved for subcontracting, which such approval shall not be unreasonably withheld, conditioned or delayed, 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.
- 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.

## **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 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 senior programs, 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. 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 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

List of Senior Centers  
HIPAA BAA  
CONSULTANT'S Proposal

Attachment C  
Attachment D  
Attachment E

- 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 (RFP) 23-079 (RFx6100016713) as released by the Department of Human Services on May 12, 2023, CONSULTANT'S Proposal, and the terms of this CONTRACT, the terms of this CONTRACT shall control. However, where CONSULTANT's Proposal offers more or better services or greater resources than that which is requested in the CITY'S RFP, 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.

**XXX. LIMITATION OF LIABILITY**

- 30.1 NEITHER CONSULTANT NOR THE CITY SHALL BE LIABLE FOR COST OF COVER, 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 \_\_\_\_\_, 2023.

CITY

City of San Antonio, Texas

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

CONSULTANT

WellMed Medical Management, Inc.

  
\_\_\_\_\_  
Joe Zimmerman (Sep 11, 2023 12:19 CDT)  
Joseph Zimmerman, Chief Financial Officer

**APPROVED AS TO FORM:**

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

ATTACHMENTS

- Statement of Work
- Performance Measures
- List of Senior Centers
- HIPAA BAA
- CONSULTANT'S Proposal

- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Attachment E

## **Attachment A**

### **Statement of Work**

A. CONSULTANT shall manage and provide health and health-related screening services to seniors at the Comprehensive Senior Centers and the additional Senior Nutrition Centers as listed in Attachment C, the List of Senior Nutrition Centers, and any additional Senior Centers as may be requested by CITY, 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. 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, List of Senior Nutrition Centers. Additionally, CITY may ask CONSULTANT to perform services on occasional weekends or evenings during peak seasonal times, such as when immunizations are necessary.

3. Eligibility: Eligible seniors are seniors age sixty (60) and older.

4. 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.

5. 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.

6. 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, 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.

7. 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
- PQH9 depression screening, which can track depression increase/decrease over time
- 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)

8. 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.

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

10. 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.

11. 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, the List of Senior Centers, with the exception of the District 8 Bob Ross Senior Center.

12. 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.

13. 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

<b>MONTHLY PERFORMANCE MEASURES</b>	
These measures shall not contain any personally-identifiable health information, but only the total number as indicated.	
	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%



**Attachment C**  
**List of Senior Centers**

Comprehensive Senior Centers:

- District 1 West End Park Senior Center
- District 2 Senior Center
- District 3 Southside Lions Senior Center
- District 4 Willie M. Cortez Senior Center
- District 4 Heritagae Park Senior Center
- District 5 Senior Center
- District 5 Normoyle Senior Center
- District 8 Bob Ross Senior Center
- District 9 Walker Ranch Senior Center
- District 10 Northeast Senior Center

And any additional Comprehensive Centers added and agreed upon

City-Managed Part-Time Nutrition Centers:

- Kenwood Community Center
- Harlandale Senior Center
- South San Senior Center
- Virginia Gill Community Center
- Comanche Park #2
- Harlandale Briar Senior Center
- Ron Darner Senior Center

And any additional Part-Time Nutrition Centers added and agreed upon

## Attachment D

### WITNESSETH:

### *HIPAA BUSINESS ASSOCIATE AGREEMENT*

This HIPAA Business Associate Agreement (**Agreement**) is entered into by and between the City of San Antonio (“**Covered Entity**”), and the named Party in the underlying Agreement, a **Business Associate** (“**BA**”), (collectively, the “**Parties**”).

WHEREAS, the Covered Entity and BA have entered into an Agreement (“**Service Contract**”), effective on October 1, 2023, whereby BA provides education services to the Covered Entity through January 31, 2029; 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) “**Breach**” shall mean an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:
  - (a) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - (b) the unauthorized person who used the protected health information or to whom the disclosure was made;
  - (c) whether the protected health information was actually acquired or viewed; and
  - (d) the extent to which the risk to the protected health information has been mitigated.
- (2) “**Designated Record Set**” shall have the same meaning as the term “designated record set” in 45 C.F.R. 164.501.
- (3) “**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.
- (4) “**Health Information**” is defined in 45 C.F.R. 160.103 as any information, including genetic information, whether oral or recorded in any form or medium that: (1) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- (5) "Individual" means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (6) "Individually Identifiable Health Information" is defined in 45 C.F.R. 160.103 as information that is a subset of health information, including demographic information collected from an individual, and: (1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (7) "Privacy Rule" shall mean the regulations for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subpart E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103, 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.
- (9) "Required By Law" means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. 45 C.F.R. 164.103.
- (10) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- (11) "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information codified at 45 C.F.R. Part 164.
- (12) 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 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;
- (5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA:

- (a) does business, and
  - (b) to whom it provides PHI received from, or created or received by BA on behalf of, Covered Entity; and ensures such agents or subcontractors 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 and PHI, 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 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) 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 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;
  - (12) Comply with all Security Rules requirements;
  - (13) Comply with the Privacy Rule for any obligation Covered Entity delegates to BA;
  - (14) Under no circumstances 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;
- (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) This Agreement becomes effective on the date specified herein. 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.

- (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.
- (4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.
- 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.
- 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.
- P. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate 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 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. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

**EXECUTED** by the Parties, signing by and through their authorized representatives, to be effective October 1, 2024.

**COVERED ENTITY:**

City of San Antonio,  
a Texas municipal corporation

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

**BUSINESS ASSOCIATE:**

Wellmed Medical Management, Inc.

By: Teresa M Jacobs  
Teresa M Jacobs (Sep 11, 2023 11:49 CDT)  
Teresa Jacobs, Compliance Officer

**APPROVED AS TO FORM:**

Kristine Duff  
Assistant City Attorney

**Attachment E**  
**CONSULTANT'S PROPOSAL**



## Executive Summary

WellMed is pleased to submit the following application in response to the Request for Proposal for Health Services for Older Adults, RFP 23-076. Specializing in senior care since 1990, WellMed Medical Management is a San Antonio-based diversified, health care company serving over one million patients and insured members, mostly Medicare-eligible seniors throughout Texas, and Florida. As the parent company of WellMed Medical Group, it owns and operates 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, providing annual 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 Health Services for Older Adults Program, WellMed has provided 157,322 health screenings during the current contract period, which represents a \$1,588,000 investment. This investment by WellMed has allowed the City of San Antonio to expand health education and screening services to senior residents participating in the senior centers 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, 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.

WellMed will provide four Licensed Vocational Nurses (LVN), who will provide coverage for the centers. Additionally, team members will determine 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. Older adults 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 of their choice. The WellMed team has many stories of seniors who avoided a catastrophic health event, because of a routine health screening like a blood pressure check 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 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.

**FP Attachment A, Part Three****Proposed Plan****1. Operating Plan**

Since WMMI has had thirteen (13) 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. The preliminary coverage is reflect in the chart below.

Quadrant One		
Council District	Number of Sites	Nurse Assigned
City Council District 2	1	Nurse A
City Council District 3	4	Nurse A
City Council District 10	1	Nurse A
Quadrant Two		
City Council District 1	2	Nurse B
City Council District 5	3	Nurse B
Quadrant Three		
City Council District 4	4	Nurse C
City Council District 7	1	Nurse C
Quadrant Four		
City Council District 6	2	Nurse D
City Council District 7	1	Nurse D
City Council District 8	1	Nurse D
City Council District 9	1	Nurse D

A schedule of quarterly health screenings will be developed with the assigned sites; and will be coordinated with the center director and administrative staff.

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
- 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 (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 comprehensive 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
- 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:

- 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. The San Antonio Christian Dental Clinic is providing dental screening and treatment services. WellMed recognizes that this is a critically important service and one that is not readily available for many seniors.

In the City Comprehensive Centers, Senior Community team members will be readily available. 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 signup 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.

## 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) Current Marketing Samples: Samples of current outreach materials have been attached.
- d) 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.

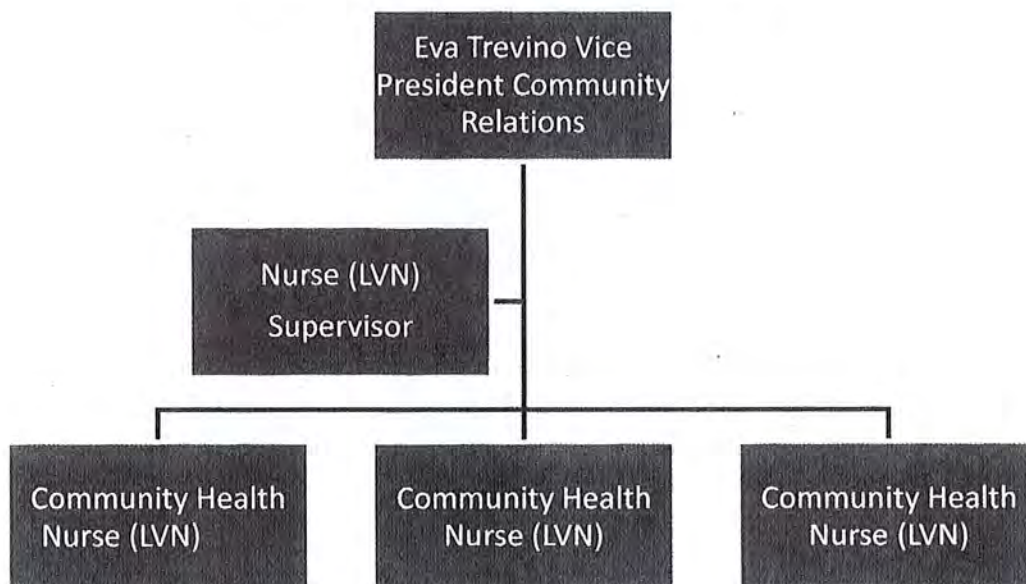
**3. Management and Staffing Plan**

The following is an organization chart for the WellMed Senior Community Services team. The team is led by Carol Zernial, Senior Vice President Social Responsibility, and Eva Trevino, Vice President of Community Relations. The resumes for these two individuals have been previously shared. Team members (4 Nurses – LVN) will be assigned to the project on a full time basis.

In addition, Dr. Derek Young will serve as Lead Physician for the team, and will oversee health screenings and continuing medical education for team members. Dr. Young is available for consultation as well.

**Organizational Chart**

**Senior Community Health Services Team**



#### 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 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.



## RFP Attachment A, Part Two

**Experience, Background, Qualifications:****1. Capacity to plan and implement a program:**

WellMed Medical Management Inc. ("WMMI" or "WellMed") manages a physician-led healthcare delivery system serving more than one million 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 28 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 thirteen (13) years. During the last contract period of 2016 - 2023, WMMI has provided 157,322 screenings for 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 \$784,640 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 33 years. WMMI currently serves over one million Medicare eligible patients in Texas and Florida. In San Antonio, WellMed serves 112,434 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 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 11 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 over 11 years and grew quickly 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. Prior to COVID, the Zavala Center grew 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 thirteen (13) years, and has worked collaboratively with the City of San Antonio to ensure the program has been a success. Almost eight thousand screenings have been conducted throughout the past contract period, 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 older adults. For the last five years, WellMed has donated the doses of flu vaccine. Additionally, the administrative cost to administer the vaccine is approximately \$25 per person.

Finally, WellMed partnered with the Metropolitan Health District during COVID to roll out the most urgent vaccination program to address the needs of the entire population. Because the WCF and City senior centers were closed to the public, WellMed converted the Elvira Cisneros Center, the Lopez and Griffin Centers into mass vaccination clinics. From January 2021 through June 2021, the provided over 200,000 COVID vaccinations, and worked closely with the City Council representatives in their areas to reach the hardest to reach populations who also had the highest mortality and complication rates from COVID. It was the long-standing and successful relationship that WellMed had built with the City of San Antonio that allowed both organizations to rise to the occasion to meet the critical need, and to become a role model for other communities during the pandemic.

**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 Northwest San Antonio, at 19500 IH 10 West. WellMed continues to operate 27 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 over 14,000 persons.

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, Senior Vice President of Social Responsibility, to provide leadership for this program on a part-time basis (10%)
- Eva Trevino, Vice President of Community Relations in a direct supervisory role for the majority of her time (80%).
- Derek Young, 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.

WMMI will assign 4 staff to direct delivery of this program on a full time basis – 4 nurses (LVN). 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.

**RFP Attachment A, Part One**

**GENERAL INFORMATION**

Respondent Name: WellMed Medical Management, Inc.

Principal Address: 19500 IH10 West

City: San Antonio State: Texas Zip Code: 78257

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

Website Address: www.wellmedhealthcare.com

Year Established: 1990

Provide the number of years in business under present name: 33 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:

Address: 19500 IH10 West

City: San Antonio State: Texas Zip Code: 78257

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

Annual Revenue: \$870,000,000

Total Number of Employees: 14,255

Total Number of Current Clients/Customers: over 1 million

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.

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: Senior Vice President

Address: 19500 IH10 West

City: San Antonio State: Texas Zip Code: 78257

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: N/A

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: 33 Months:

b. State the number of employees at the San Antonio office: 14,255

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:**

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: Robert Dodd

Title: Director of Parks and Recreation

Address: PO Box 9277

City: Corpus Christi

State: Texas

Zip Code: 78469-9277

Email Address: robertd4@cctexas.com

Telephone No: 361-826-3133

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 Dallas Parks and Recreation Department

Contact Name: Crystal R. Ross

Title: Deputy Director

Address: P8007 E Northwest Hwy

City: Dallas

State: Texas

Zip Code: 75258

Email Address: sheree.bailey@austintexas.gov

Telephone No: 214-670-8847

Fax No:

Date and Type of Services Provided: WMMI provided partnerships and health screening for older adults in the City of Dallas.

#### Reference No. 3:

Firm/Company Name: San Antonio OASIS

Contact Name: Brenda Schmachtenberger

Title: Executive Director

Address: 700 Babcock RD

City: San Antonio

State: Texas

Zip Code: 78201

Email Address: [bschmachtenberger@oasisnet.org](mailto: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.