

Laredo Fire Department – Bethany House of Laredo
Acute Care Clinic Service Contract

SERVICE CONTRACT
BETWEEN THE LAREDO FIRE DEPARTMENT AND BETHANY HOUSE OF
LAREDO.

This CONTRACT made this 23rd day of February, 2024, and effective as of the 1st day of February, 2024 and ending on the 31st day of December, 2025 by and between the Laredo Fire Department, hereinafter termed “LFD”, and Bethany House of Laredo, hereinafter termed “Bethany House”.

WITNESSETH:

WHEREAS, the LFD and Bethany House wish to enter into a contract for LFD’s performance of the Scope of Work more fully described hereinafter in the Contract documents, including this Contract; and

WHEREAS, LFD has been engaged in and now does such work and represents that it is fully equipped, competent and capable to perform and provide the desired work and services within the provisions of **Enclosures “A” – Scope of Work**.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

This Contract provides for payment to the LFD by funds using THE AMERICAN RESCUES PLAN ACT (ARPA) for services of **Enclosure “A” – Scope of Work**.

1. **SERVICES:** The Laredo Fire Department agrees to begin the work on the 1st day of February 2024 and to complete the work in accord with the Contract documents, including this Contract and its Enclosure A – Scope of Work. This Contract is for a term not to exceed two (2) years, unless otherwise extended or terminated by a written amendment. Should the LFD exercise its right to extend the Contract, and the Bethany House agrees to provide a safe work space of adequate size.
2. **PAYMENT:** For the Laredo Fire Department’s satisfactory performance of all the work called for hereunder, the LFD’s budget shall be paid by funds using THE AMERICAN RESCUES PLAN ACT (ARPA) to not exceed past 31st of December 2025 in accordance with **Enclosure “A” – Scope of Work**.
3. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Texas, and venue for any legal dispute involving this Contract shall be Webb County, Texas.

- 4 . NOTICES: All notices or other communications hereunder shall be in writing and shall be sent by fax to the numbers set forth below and will be deemed delivered on the date on which the fax is transmitted.

All written notices to the Laredo Fire Department shall be addressed to:

Captain Yoshio Wong
Program Captain
616 E. Del Mar Blvd
Laredo, Texas 78045
Tel. No. (956) 718-6094
ywong@ci.laredo.tx.us

Fire Chief Guillermo Heard
Laredo Fire Department
616 E. Del Mar Blvd
Laredo, Texas 78045
Tel No. (956) 718-6021
gheard@ci.laredo.us.tx

All written notices to Bethany House shall be addressed to:

Monica Bautista
Director of Development
Bethany House of Laredo
817 Hidalgo St.
Laredo, Texas 78040
Tel. No. (956) 722-4152

Javier Garcia
Shelter Coordinator
Bethany House of Laredo
817 Hidalgo St.
Laredo, Texas 78040
Tel. No. (956) 722-4152

5. RIGHT TO CANCEL; SUSPENSION OR TERMINATION: The Laredo Fire Department reserves the right to suspend or terminate this Contract in whole or in part at any time if the best interests of the LFD require such termination, and, if so, with thirty (30) calendar days' written notice to Bethany House. If the LFD determines the results of the Bethany House Acute Care Clinic is not successful, the LFD will have the option of: (a) terminating the Contract with thirty (30) days written notice, or (b) notifying Bethany House of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract can be terminated at the end of such time. The Contract may also be cancelled by Bethany House with the mutual prior written consent of both parties, or upon thirty (30) days written notice in the event that the LFD has defaulted on some significant obligation of this Contract or has withheld any funds due to ARPA.

6. DELAYS: In the event Bethany House is delayed in performing services under this contract by the LFD, other governmental bodies, the LFD's contractors, agents, public, utilities, patrons, or other third parties, and such delays result in an increase in costs to the Bethany House or time for performance, the LFD and Bethany House will negotiate an equitable adjustment to the contract price, schedule, or both. Bethany House shall provide timely written notice to the LFD within five (5) business days of becoming aware of a delay or the happening of an event, to provide the LFD with an opportunity to resolve the delay or potential delay.

ENCLOSURE “A” – SCOPE OF WORK

Laredo Fire Department 2024-2025 Acute Care Clinic Service Agreement

Scope of Work

A. Point of Contact Order

The Laredo Fire Department’s point of contact for the acute care clinic paramedic is as follows:

Program Director – The program director is assigned to the project and ensures that the preventive, corrective, routine, and emergency care is performed in strict accordance with the approved action plan. The program director is generally remote, but makes routine visits to the location. The program director should be main point of contact regarding anything with the acute care clinic.

Program Captain – The Captain serves as the day-to-day interface with the program director, as well as, being the one to oversee any discrepancies found by the program director.

B. Program Director

The primary responsibility of the Program Director is to supervise the in-lane mechanical force, including equipment re-stock, coordinating repairs and tools and other resources required by the On-site Paramedic. The Program Director is located at 616 E. Del Mar Blvd. and will visit the location upon request Monday-Friday, 8am to 5pm.

1. The Program Director coordinates, manages, and schedules the maintenance activities. Additional duties include the following:

- Informs personnel of changes
- Supervises the equipment availability for on-site paramedics
- Interfaces with Bethany House director on a regular basis

The ability to evaluate and advise on matters pertaining to the Acute Care Clinic is required to effectively meet the obligations with the Bethany House population.

2. Laredo Fire Department will specify any/all plans to use for the proposed services, along with a description of the services to be provided. LFD paramedic will be available 7 times a week between 7pm and 7am, but will only be on-site from 7pm to midnight at the clinic. If a non-emergency shall arise after hours, Bethany House employees must contact 911 to dispatch the acute care clinic paramedic. LFD reserves the right to adjust availability times of the on-site paramedic.

C. Program Captain

1. The Captain serves as the day-to-day interface with the program director. The responsibilities of this individual range from scheduling the paramedic to evaluating and replacing paramedics and equipment and performing preventive, corrective and emergency maintenance.

D. Maintenance/Inventory Approach

1. LFD will be responsible for tracking the utilization of equipment and medication and inventory.
2. In the case that Bethany house cannot provide a sleeping quarters on-site, LFD will provide the necessary transportation for the paramedic personnel and will provide the paramedic with a categorized and listed checklists for vehicle maintenance.

F. Daily Reports

LFD will utilize ESO for Bethany House calls. Paramedic will complete a report on ESO as well as on paper for every patient evaluated or treated. Paramedic must report any patients that are recommended to receive a follow-up to the appropriate Bethany House case manager.

H. Overstock

LFD recommends maintaining an inventory of extra equipment, parts, and medication on-site in a safe and locked area (provided by Bethany House) to which only the on-site paramedic has access to, in a state that will allow them to be put into service immediately if required..

K. Safety

Laredo Fire Department personnel will follow all safety rules and regulations observed by Bethany House and department SOPs. In addition, LFD personnel will wear appropriate uniform and badge while working at Bethany House.

1. LFD will be responsible for providing all required personal safety equipment to its personnel.

M. Response Time

LFD assigned paramedic will respond Code 1 to all calls received within 7pm – 7am within a safe time frame (if no on-site sleeping quarters provided), unless otherwise scheduled. LFD will advise Bethany House of acute care clinic availability changes.

1. In the case of an accident, paramedic must contact the appropriate District Chief, as one would in following the proper chain of command, before contacting Program Captain.

N. Pricing, Terms and Conditions

This pilot program is funded by ARPA until the 31st of December, 2024. No charge of any kind is to be made to Bethany House on behalf of the LFD for the services being provided.

Estimated budget is:

Salary Wages for on-site medic and online medical control (for 2 yrs)	\$251,5000.00
In-Clinic supplies and medication	\$48,000.00
Office Supplies	\$5,000.00
Vehicle Maintenance	\$40,000.00
Professional Development	\$20,000.00
Transportation (Vehicle)	\$26,995.00
Communications	\$4,500.00
Project PAW harm reduction vending machine	\$11,000.00
Other (exam table, EKG, etc.)	\$55,055.00

1 year total with fixed purchases = \$462,050

1. Maintenance costs will partially include total possible costs of repairs in equipment.
2. Software maintenance will continue to be provided to the LFD by the Laredo Fire Department IT department.

O. Identification

1. All LFD personnel working in and around the Bethany House facilities will follow LFD security policies and procedures (such as wearing a picture identification tag at all times).

INDEMNITY

Contractor covenants and agrees to fully indemnify, defend, and hold harmless agents and/or assigns, the City of Laredo and the elected officials, employees, officers, directors, volunteers, and representatives of the Customer, individually, or collectively, from and against costs, claims, liens, direct damages, losses, expenses, fees, fines, penalties, proceedings, actions, demand, causes of actions, liability, and suits, including but not limited to, personal injury, or death and property damages, made upon the Customer directly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunities available to the Customer under Texas Tort Law and without waiving any defenses of the parties under Texas Law. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create grant of any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the Customer in writing of any claims or demands against the Customer or Contractor known to the Contractor related or arising out of Contractor's activities under this Contract and shall see the investigation of and defense of such claim or demand at Contractor's activities under the Contract and shall see the investigation of and defense of such claim or demand at Contractor's cost. The Customer shall have the right, at its option, and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

Notwithstanding anything to the contrary anywhere in this Contract, in no event shall either party be liable to the other for any incidental, indirect or consequential damages associated with this Contract or the parties performance hereunder.

*****END OF CONTRACT DOCUMENTS*****