Appendix A

# PENNSYLVANIA DEPARTMENT OF STATE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZAT Effective Date: 04/16/2020 Pennsylvania Department of State

Entity#: 7048799
Date Filed: 04/15/2020
Effective Date: 04/16/2020
ennsylvania Department of State

Return document by mail to:	Articles of Incorporation-NonProfi
Name	(15 Pa.C.S.) (rev . 2/2017)
Address	
City State Zin Code	
State Espectate	5306
Return document by email to:  Read all instructions prior to completing. This form may be so	haited and a star of
	rvist-owned small business fee exemption (see instructions)
Check one: X Domestic Nonprofit Corporation (§ 5306)	Nonprofit Cooperative Corporation (§ 71021
n compliance with the requirements of the applicable provisions	
orporations generally), the undersigned, desiring to incorporate atc(s) that:	e a nonprofit/nonprofit cooperation corporation, here
1. The name of the corporation is:	
Philly Fighting Covid Inc.	
Number and Street City S  (b) The name of this corporation's commercial registered office processing the street of	tate Zip County
c/o:	
Name of Commercial Registered Office Provider	County
3. The corporation is incorporated under the Nonprofit Copurpose or purposes.  501(c)(3) charitable purposes (see atatchment)	orporation Law of 1988 for the following
4. The corporation does not contemplate pecuniary gain or	r profit, incidental or otherwise.
5. Check and complete one: X The corporation is organ	nized on a non-stock basis.
The corporation is orga shares authorized is:	nized on a stock share basis and the aggregate number of
-6. For unincorporated association incorporating as a nonp	profit corporation only. Check if applicable:

DSCB: 15-5306/7102B-2

7.	For Nonprofit Corporation Only:		
	Check one: X The corporation shall have no members.		
	The corporation shall	have members.	
8.	For Nonprofit Cooperative Corporation Only:		
	Check one of the following:		
-	The corporation is a cooperative corporation and the common bond of membership among its members is:		
_	The corporation is a cooperative corporation and	the common bond of membership among its shareholders is :	
9.	The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):		
	Name	Address	
_	Business Formations Inc.		
10.	The specified effective date, if any, is:  04/16/2020 2:20 PM  month day year hour, if any		
11.	11. Additional provisions of the articles, if any, attach an 8½ x 11 sheet.		
		IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this 15 day of April , 2020 .	
		Business Formations Inc.	
		Signature	
		Business Formations Inc.  Signature	

This corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Entity# : 7176273 Date Filed : 12/09/2020 Pennsylvania Department of State

## PENNSYLVANIA DEPARTMENT OF STATE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Return document by mail to:	Articles of Incorporation-For Profit DSCB: 15-1306/2102/2303/2702/2903/3101/3303/7102			
Name	(rev.2/2017)			
Address				
City State Zip Code	1 100 M 101 M 104 11 M 10 M 10 10 M 10 10 M 10 1 M 10 1			
Return document by email to:	01236			
Read all instructions prior to completing. This form may be submit	tted online at https://www.corporations.pa.gov/.			
Fee: \$125.00	s fee exemption (see instructions)			
Check only one: X Business-stock (§ 1306)	Management (§ 2703)			
Business-nonstock (§ 2102)	Professional (§ 2903)			
Business-statutory close (§ 2303)	Insurance (§ 3101)			
Cooperative (§ 7102)	Benefit (§ 3303)			
In compliance with the requirements of the applicable provisions (relat associations), the undersigned, desiring to incorporate a corporation fo	ing to corporations and unincorporated or profit, hereby states that:			
The name of the corporation (corporate designator required, i "company," or any abbreviation thereof. "Professional corporations):  Vax Populi Inc.	i.e., "corporation," "incorporated," "limited," ration" or "P.C." permitted for professional			
<ul> <li>Complete part (a) or (b) – not both:</li> <li>(a) The address of this corporation's proposed registered offinal alone is not acceptable)</li> </ul>	(a) The address of this corporation's proposed registered office in this Commonwealth is: (post office box			
Number and Street City State				
	Zip County			
(b) The name of this corporation's commercial registered of	lice provider and the county of venue is:			
c/o:				
Name of Commercial Registered Office Provider	County			
3. The corporation is incorporated under the provisions of the B	The corporation is incorporated under the provisions of the Business Corporation Law of 1988.			
4. Check and complete one:				
The corporation is organized on a nonstock basis.				
X The corporation is organized on a stock share basis and the age is: 1000	ggregate number of shares authorized			

## DSCB: 15-1306/2102/2303/2702/2903/3101/3303/7102-2

5.			
	The name and address, including number and stree sign bolow):	t, if any, of each incorporator (all incorporators must	
	Name	Address	
_			
_			
6.	The specified effective date, if any		
	is:		
	month/day/year	r hour, if any	
7.	Additional provisions of the articles, if any, attach a	in 8½ hv 11 sheet	
• •		in 0/2 by 11 succe	
8.	8. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offeri		
	its shares of any class that would constitute a "publ	ic offering" within the meaning of the Securities Act of	
	1933 (15 U.S.C. § 77a et seq.)	9 41 124 0 0 126 01	
	2222 (*** *****************************		
9.	For Cooperative Corporation Only.		
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	Sites and compatibilities		
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Appendix B



# COVID-19 Community Testing Program Request for Proposals (RFP)

Updated July 27, 2020

#### About the Philadelphia Department of Public Health

The mission of the Philadelphia Department of Public Health (PDPH) is to protect and promote the health of all Philadelphians and to provide a safety net for the most vulnerable. PDPH is the City of Philadelphia's lead public health agency responding to the coronavirus disease pandemic.

#### **About COVID-19**

COVID-19 is a new virus that was first discovered in 2019. While some persons infected with COVID-19 have no symptoms, others (particularly older adults and persons with chronic medical conditions) can become seriously ill. The next phase of epidemic control to suppress COVID-19 requires three actions: containment, social distancing, and protecting vulnerable populations. Containment will require the establishment of widespread COVID-19 testing, particularly among people who are at high risk for acquiring or transmitting the infection.

#### **Purpose of this RFP**

COVID-19 testing is available on a limited basis through providers in Philadelphia. However, existing test sites do not reach all people for whom testing might be beneficial. As COVID-19 case counts fall, PDPH seeks to:

- Identify people in populations with limited access to health care who might otherwise not be tested and who: (1) have high risk of serious infection or who have contacts that are vulnerable to serious infection, or (2) live or spend time in settings with elevated risk of disease transmission (e.g. congregate settings); and
- Identify COVID-19 cases more quickly so that contact tracing can stop the chain of transmission



#### ABOUT THE COVID-19 COMMUNITY TESTING PROGRAM

#### **Required services**

PDPH is partnering with PMHCC, Inc., a local nonprofit organization, to seek proposals from qualified organizations to implement the COVID-19 Community Testing Program (the Program).

The Program requires funded organizations to:

- 1) establish test sites for underserved populations across Philadelphia;
- 2) provide COVID-19 testing using defined criteria and approved testing methodologies:
- 3) provide test results to patients and counsel persons testing positive;
- 4) manage billing for public and private health insurance; and
- 5) collect data and submit required reporting as instructed by PDPH.

#### Partners' roles and responsibilities

Organization	Responsibilities
Provider Organizations	<ul> <li>Provide services according to RFP criteria</li> <li>Spend funds in accordance with grant awards</li> <li>Submit required reports</li> </ul>
Philadelphia Department of Public Health (PDPH)	<ul> <li>Provide funding</li> <li>Provide clear instructions and criteria</li> <li>Establish criteria for testing given limited supply</li> </ul>
PMHCC, Inc.	<ul> <li>Administer contracts with Provider Organizations</li> <li>Pay Provider Organizations</li> </ul>

#### **Factors of successful Provider Organizations**

Provider Organizations will have experience with providing patient care, community outreach, connections to and experience with underserved and vulnerable populations, familiarity with safety protocols, willingness to learn and understand HIPAA compliance, adherence to testing criteria based on resource constraints, and experience with the use of personal protective equipment (PPE).

#### Timeline and proposals process

The Program will receive proposals online on a rolling basis. Applications will be reviewed by PDPH, and the Program will notify applicants as soon as possible after receiving applications. Applicants should propose a timeline for providing testing services after notice of award. In general, PDPH expects awarded Provider Organizations to begin testing services within ten (10) days of notice of award.

#### Contract amount and duration

Contract amounts will vary with the number of persons served and the population served. Contracts will generally be awarded for a duration of six (6) months or less. PDPH may discontinue or extend a contract at any time. Contracts are subject to available funding and compliance with contract terms.

## **PROGRAM REQUIREMENTS**

PDPH requires at least the services listed below, including the specific tasks and work activities described. Applicants may propose additional or revised tasks and activities but should explain why each is necessary and aligns with the Program's overall goals.

#### **Deliverable 1: Testing Site Plan and Operational Procedures**

Establish COVID-19 testing site(s) and operational procedures

#### Establish testing site(s), including defining hours and location

Providers will be expected to provide one or more testing spaces that maintains patient confidentiality and assures protection of staff and patients from COVID transmission. This space should include a computer with Internet access and a phone. The space should be easily accessible to the community, and ideally should be close to SEPTA services. Both fixed and mobile services are eligible for funding.

Hours of operation for testing services may be variable and should be described in detail by the Applicant. PDPH is particularly interested in testing services provided during evenings, nights, and/or weekends, which may be more convenient for essential workers across Philadelphia. Providers must:

- Identify, establish and train a team of medical credentialed and other operational staff
- Establish written site operational protocols that are approved in writing by PDPH
- Establish appointment and/or queuing procedures to protect staff and individuals tested
- Establish infection control procedures to protect staff and individuals tested
- Publish and disseminate location(s) and schedule for testing, including on City websites

#### Assure consistent sourcing of required materials

- Purchase and maintain consistent sourcing of laboratory tests and related supplies for either:
  - a) FDA-approved PCR tests (preferably with results returned in 24 hours or less).
  - b) point-of-care PCR tests, or
  - c) other tests approved in writing by PDPH
- Comply with all manufacturer and CLIA guidelines for performing rapid tests
- Establish agreement with a laboratory for testing services if non-point-of-care tests are used, with assistance from PDPH if required
- Purchase and maintain consistent sourcing of personal protective equipment (PPE) appropriate to the type of testing Applicant proposes to use

#### Assure access to populations of concern

- Assure access for non-English speakers, or describe why you are unable to do so
- Determine target population(s) for testing and describe an outreach plan



#### **Deliverable 2: Testing**

Provide COVID-19 testing to identified populations using approved testing methodologies

- Conduct testing at least three (3) days per week
- Counsel on safe behaviors while patients are waiting for test results
- Conduct testing for individuals regardless of health insurance status or other protected status (see City of Philadelphia Fair Practices Ordinance)
- Refer individuals reporting shortness of breath or other medical symptoms requiring medical care to hospital emergency departments or other sites to receive medical care

#### Testing criteria

PDPH expects that Provider Organizations will adhere to the testing priority groups outlined by the *Resolve to Save Lives* COVID-19 initiative (https://preventepidemics.org/wp-content/uploads/2020/04/TestingPrioritization.pdf) and as directed by PDPH. Funded organizations should offer COVID-19 testing to the following groups:

- Asymptomatic individuals with suspected or known exposure to a COVID-19 case. PDPH recommends exposed, asymptomatic persons wait to be tested until at least 7 days after exposure due to the average incubation period for COVID-19.
- · Persons of any age who present with new-onset:
  - Cough and/or Shortness of breath,

OR

- Two of the following symptoms: fever, chills, muscle pain, sore throat, headache, new loss of taste or smell
- High-priority individuals referred for testing by PDPH or affiliated organizations approved by PDPH for making referrals, including persons who are contacts of people with COVID-19 referred for testing by PDPH or affiliated organizations
- Prioritize testing of <u>symptomatic</u> persons who are:
  - At increased risk for severe disease because of advanced age (>60 years), and/or presence of preexisting chronic medical conditions1
  - Residents and staff in congregate settings (i.e. nursing homes, behavioral health facilities, shelters, group homes and prisons)
  - Healthcare workers
  - Public safety workers (Police, Fire, EMS)
  - o Other essential workers (mass transit workers, grocery store / pharmacy staff, etc.)
  - o Close contacts of known cases or persons who are associated with a known cluster of cases

<sup>&</sup>lt;sup>1</sup> Chronic lung disease, moderate to severe asthma, serious heart conditions, conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications, diabetes, chronic kidney disease, or chronic liver disease.



#### **Deliverable 3: Communicating Test Results and Counseling**

Provide COVID-19 test results to patients and counsel COVID-19 positive individuals

#### Reporting test results to individuals

- Provide test results (positive and negative) to all tested persons
- Counsel patients who test positive with PDPH-approved isolation procedures and refer to available services for isolation as instructed by PDPH
- Use approved collateral materials for providing information to individuals during testing and after notification of positive or negative test results

#### **Deliverable 4: Billing**

Establish and/or implement billing processes while assuring no out-of-pocket charges to patients

- Collect health insurance information for all tested persons and bill individual health insurance for testing costs, including for private health insurance plans, Medicaid plans, and Medicare
- Participate in the <u>federal COVID-19 Claims Reimbursement Program</u> to obtain reimbursement for testing uninsured people
- Assure patients do not incur any out-of-pocket costs for tests or patient care
- All income resulting from participation in this program will be considered program income as defined by 45 CFR §75.307

#### **Deliverable 5: Reporting and Data Collection**

Assure appropriate data collection and submit required reports as instructed by PDPH

#### Report test results to PDPH as directed

- Support the contact tracing activities of PDPH by:
  - Collecting information on symptoms, locating information (including cell phone number),
     demographic information, and risk-related information on each person tested
  - Reporting the above information on persons testing positive to PDPH immediately (within 1 hour of receiving result)
  - Testing persons who are contacts of people with COVID-19 infection referred for testing by PDPH or affiliated organizations
  - o Cooperating with PDPH contact tracing team in other ways to be later defined
- In addition to reporting positive test results on individuals, report aggregate data daily on timelines and using formats as directed by PDPH

#### Invoices and fiscal reports

The successful Applicant shall report to PMHCC on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful Applicant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service. Invoices shall conform to approved budget and shall not exceed awarded amount.



#### **HOW TO APPLY**

Applicants submit proposals through the online submission form. The requirements for a complete proposal to be considered are:

A. Applicant Organization - up to two (2) pages

Provide information summarizing:

- o Structure of Provider Organization (e.g. nonprofit, for-profit)
- o Employer Identification Number (EIN)
- Services currently offered by Provider Organization and population(s) served
- o Experience providing services similar to or relevant to those in this Program
- o Medical qualifications of staff involved in this project
- Experience billing for medical and/or lab specimen collection services.
- Names and contact information for two (2) references familiar with the work of the organization

If the applicant plans for subcontractor(s) to provide some of the services, this information must be provided for all subcontractors.

B. Program Narrative – up to six (6) pages

This section must respond to each item described in this RFP. Responses should state in detail how the Provider Organization will carry out each task, including the specific personnel and job titles responsible for completing each task. The Program Narrative should be organized using the same sections in this RFP.

- Deliverable 1: Testing Site Plan and Operational Procedures
  - o Name specific address(es) of test site(s) if known
  - o Describe if space is owned, leased, or if there is another arrangement
  - Describe date testing will begin and how long it will be offered (if resources are available)
  - o Describe hours of operation by day for test site(s)
  - o Describe data management or other technology system(s) used
  - o Describe test site operations including:
    - Symptom screening
    - Referrals as needed for medical care
    - Collection of locating, demographic, and risk information
    - Provision of information to persons during testing
    - Laboratories to which tests will be sent
    - Infection control procedures to protect staff and persons tested

- Staffing of testing operation
- Infectious waste and trash disposal
- Deliverable 2: Testing
  - o Describe target population(s) to be tested
  - o Describe expected number of tests per week and ramp-up period, if relevant
  - o Describe consistent source for PPE and which PPE supplies will be used
  - o Describe plan to reach target populations
  - o Describe patient confidentiality and privacy systems
- Deliverable 3: Communicating Test Results and Counseling
  - o Describe process for:
    - Notification of tested person of their results
    - Counseling of persons testing positive and linkage to available services
- Deliverable 4: Billing
  - Describe billing system(s) and vendor(s) proposed, if applicable
- Deliverable 5: Reporting and Data Collection
  - o Describe process for:
    - Reporting of information on positives to PDPH
    - Reporting of aggregate data on testing to PDPH

#### C. Budget – up to two (2) pages

Applicants should submit a Budget that describes line-item costs broken down into at least the following categories. Applicants may use more categories if desired.

- Personnel cost by role, including hourly rates and fringe/benefits costs if included
- Lab test kits
- PPE supplies
- Infectious waste and trash disposal
- Costs to submit bills to public and private health insurers

The budget should not include costs for insurance reimbursable services, including lab sample collection fees and lab test costs. In accordance with 45 CFR §75.430, staff compensation must be considered reasonable and comparable to similarly appointed positions in the labor market, and not more than \$197,300 annual salary per federal grant requirements.

Applicant can provide budget justification within two (2) total pages for this section.

Overhead or administrative rates of up to ten (10) percent will be considered. Organizational infrastructure costs should be included in the maximum indirect rate of 10%, and may include but are not limited to utilities, building maintenance, and accounting. Budget proposals will be

considered "fixed price" proposals, and thus no payment will be made beyond the total Budget amount proposed.

#### Eligible expenditures:

- Computers
- Equipment
- Furniture
- Lab test kits
- Lease costs
- PPE supplies
- Publicity for testing services
- Refrigerators for specimens
- Security
- · Staff and benefits
- Training
- Waste disposal
- Leasing of Vehicles

#### Ineligible expenditures:

- Air travel
- Building acquisition
- Entertainment
- Firearms
- Food and beverages
- Honoraria or gifts
- Hotel or lodging
- Legal fees
- Lab sample collection fees
- Lab test costs
- Loans
- Lobbying or advocacy
- Medical care
- Promotional items
- Research expenditures
- Purchase of Vehicles
- Fundraising Costs

#### D. Attachments

- Required: Resume(s) for Medical Personnel
- Required: Signed MOU Regarding Testing Criteria (template provided, page 13)
- Optional: Letter(s) of Reference or Support



#### SELECTION PROCESS

#### **Selection committee**

PDPH and PMHCC will convene a diverse selection committee to make award decisions on a rolling basis. If PDPH chooses to award a contract, that contract will be awarded to the Applicant whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest. PDPH may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price.

#### Eligibility criteria

- Eligible applicants may be nonprofit or for profit.
- Must demonstrate the ability to provide services sought through this RFP
- Must demonstrate the ability to bill private and public insurance for testing
- Must have the capacity to obtain laboratory testing supplies
- Must have experience complying with patient confidentiality and HIPAA requirements
- Must have the capacity to obtain PPE
- Must have a medical doctor, nurse practitioner, physician assistant, and/or pharmacist that can order tests
- Must have identified a person or position responsible for generating invoices for services

#### Selection criteria

PDPH will base its selection on criteria that include, but are not limited to:

- ABILITY: Ability to realistically meet all RFP requirements, requiring minimal PDPH oversight
- BILLING: Commitment and systems proposed to bill for testing services
- COMMUNITY CONNECTIONS: History of trusted relationships with targeted population
- COST: Proposed budget per test
- POPULATION(S) SERVED: Plan to reach populations that are high priority and unlikely to access existing systems of care
- READINESS TO PROCEED QUICKLY
- SAFETY: Proposal addresses experience with privacy and safety requirements
- SITE: Proposed site selection considers accessibility, safety and populations served
- VOLUME: Number of tests projected to be collected per week

#### Rights and options afforded to PDPH, PMHCC, and the City

PDPH and PMHCC reserve and may, in their sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

- to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this RFP;
- to reject any proposal if, in the City's sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is financially or technically incapable; or is otherwise not a responsible Applicant;
- to waive any defect or deficiency in any proposal, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;
- to require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;
- to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with
  individual Applicants, either together or in sequence, and to permit or require, as a result of
  negotiations, the expansion or reduction of the scope of services or changes in any other terms of
  the submitted proposals, without informing other Applicants of the changes or affording them the
  opportunity to revise their proposals in light thereof, unless the City, in its sole discretion,
  determines that doing so is in the City's best interest;
- to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
- to rescind, at any time prior to the execution of a final contract, any notice of intent to contract
  issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a
  different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion,
  determines it is in the best interest of the City to do so;
- to elect not to enter into any contract with any Applicant, if the City determines that it is in the City's best interest to do so;
- to require any one or more Applicants to make one or more presentations to the City as
  determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's
  proposal and its ability to achieve the objectives of this notice of contract opportunity;
- to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);
- to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;
- to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,
- to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post online.



## **OTHER REQUIREMENTS**

#### General disclaimer

This RFP does not commit PDPH or PMHCC to award a contract. This RFP and the process it describes are proprietary and are for the sole and exclusive benefit of PDPH. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of PMHCC and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if so requested.

#### Performance standards

PDPH reserves the right to reject any item of work that does not meet its minimum standards of performance and quality, or that does not conform to the services described in this RFP. Neither PDPH, the City, nor PMHCC shall be obligated to pay for rejected work.

#### **Expectations of awarded Provider Organizations**

It is the expectation of PDPH and PMHCC that Provider Organizations can meet the following criteria:

- Provider Organization has all required licenses and permits and is current with respect to the
  payment of City taxes and or other indebtedness owed to the City, including, but not limited to,
  taxes collected by the City on behalf of the School District of Philadelphia, and is not in violation of
  other regulatory provisions contained in the Philadelphia Code.
- Provider Organizations will exercise its "Best and Good Faith Efforts" to assure participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in City of Philadelphia Executive Order 03-12.
- Provider Organizations will adhere to the <u>City of Philadelphia's Fair Practices Ordinance</u>, as defined
  in Chapter 9-1100 of the Philadelphia Code. The Fair Practices Ordinance prohibits discrimination
  in the delivery of City services on the basis of ancestry, breastfeeding, color, disability, domestic or
  sexual violence, ethnicity, gender identity, familial status, marital status, national origin, race,
  religion, retaliation, sex, and sexual orientation.
- Provider Organization can attest it has no civil, criminal, or bankruptcy litigation; debarment or suspension proceedings; criminal convictions or indictments; or any order or agreement issued by a court or local, state, or federal agency that would impact its ability to safely and credibly meet Program requirements.
- Provider Organization is fiscally solvent and has the financial capability to perform the work sought by this RFP.



- Provider Organization is in compliance with the <u>City of Philadelphia's 21st Century Minimum Wage</u> and <u>Benefits Ordinance</u>, as defined in Chapter 17-1300 of the Philadelphia Code.
- Provider Organization understands that the work to be provided under any contract entered into
  pursuant to this RFP may be subject to the federal Health Insurance Portability and Accountability
  Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the privacy
  and security of health information. Applicant must understand and comply with the "Terms and
  Conditions Relating to Protected Health Information" which are posted on the City's website at
  https://secure.phila.gov/eContract/ under the "About" link.

#### Use of subcontractors

Applicant must state the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses.

#### Revisions to this RFP

PDPH and/or PMHCC reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted online. It is the Applicant's responsibility to check the website frequently to determine whether additional information has been released or requested.

#### **City Employee Conflict Provision**

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

#### Proposals are binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the City's sole discretion, result in rejection of Applicant's proposal.



## MEMORANDUM OF UNDERSTANDING (MOU) REGARDING TESTING CRITERIA

Provider Organization agrees to adhere to testing criteria directed by the Philadelphia Department of Public Health (PDPH). Criteria may be broadened in future if testing becomes more available and if authorized *in writing* by PDPH. Provider Organization agrees to the following testing criteria:

- Offer COVID-19 testing to <u>asymptomatic</u> individuals with suspected or known exposure to a COVID-19 case. PDPH recommends exposed, asymptomatic persons wait to be tested until at least 7 days after exposure due to the average incubation period for COVID-19.
- Offer COVID-19 testing to persons of any age who present with <u>new-onset</u>:
  - Cough and/or Shortness of breath

OR

- <u>Two</u> of the following symptoms: fever, chills, muscle pain, sore throat, headache, new loss of taste or smell
- Prioritize testing of **symptomatic** persons who are:
  - At increased risk for severe disease because of advanced age (>60 years), and/or presence of preexisting chronic medical conditions<sup>2</sup>
  - Residents and staff in congregate settings (i.e. nursing homes, behavioral health facilities, shelters, group homes, and prisons)
  - o Healthcare workers
  - o Public safety workers (Police, Fire, EMS)
  - Other essential workers (mass transit workers, grocery store / pharmacy staff, etc.)
  - o Close contacts of known cases or persons associated with a known cluster of cases
- · High-priority individuals referred for testing by PDPH or affiliated organizations

Provider Organization	
Authorized Signer's Name	Authorized Signer's Title
Signature	Date

<sup>&</sup>lt;sup>2</sup> Chronic lung disease, moderate to severe asthma, serious heart conditions, conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications, diabetes, chronic kidney disease, or chronic liver disease.

#### **ACRONYMS AND DEFINITIONS**

Case A person with a confirmed disease diagnosis

CDC Centers for Disease Control and Prevention

City of Philadelphia

CLIA Clinical Laboratory Improvement Amendments, a required certification for labs

Contact A person who has come into contact with a person with a confirmed disease diagnoses;

Can be categorized as low-, medium- or high-risk contact

COVID-19 Novel coronavirus disease 2019 FDA Food and Drug Administration

HIPAA Health Insurance Portability and Accountability Act

MOU Memorandum of Understanding

PCR Polymerase chain reaction, a lab testing methodology

PDPH Philadelphia Department of Public Health

PPE Personal protective equipment

Program COVID-19 Community Testing Program

RFP Request for Proposals

#### **KEY CONTACTS**

All questions concerning this RFP must be submitted in writing via email to the Division of COVID Containment's Testing Program at COVIDTesting@phila.gov.

PDPH and PMHCC will respond to questions it considers appropriate to the RFP, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the Program's application website. PDPH and PMHCC reserve the right, in their discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any City, PDPH, or PMHCC employee or agent shall be binding or in any way considered to be a commitment by the City.



THIS CONTRACT FOR SERVICES (CONTRACT) MADE THIS DAY OF august, 2020 BY AND BETWEEN PHILLY FIGHTING COVID INC (PROVIDER) WITH A PRINCIPAL ADDRESS OF 2021 E. WILLARD STREET PHILADELPHIA, PENNSYLVANIA 19134 AND PMHCC, INC. A NOT FOR PROFIT CORPORATION WITH A PRINCIPAL ADDRESS OF 1601 MARKET STREET, 6<sup>TH</sup> FLOOR, PHILADELPHIA, PENNSYLVANIA 19103 (PMHCC)

#### WITNESSES

WHEREAS, PMHCC wishes to engage PROVIDER to perform services pursuant to the requirements of a Request For Proposals (RFP) for PHILADELPHIA DEPARTMENT OF PUBLIC HEALTH a City of Philadelphia Department (PDPH) through a contract with PMHCC; and

WHEREAS, PROVIDER is qualified to perform said services on behalf of PMHCC for the benefit of PDPH.

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

#### SCOPE OF SERVICES

PROVIDER agrees to provide the services as detailed in the PROVIDER Scope of Service attached hereto and made a part hereof as Exhibit "A". In addition, PROVIDER shall adhere to any conditions identified in its Award Letter attached hereto and made a part hereof as Exhibit "B" and additionally do the following:

- Adhere to any and all prioritization of testing at locations identified by PDPH.
- Provide to PDPH a schedule of all testing sites on a monthly basis, and only change a
  testing location after notification and approval by PDPH.
- Provide to PDPH weekly, unless specifically agreed to otherwise by PDPH, demographic data (age, race, ethnicity, gender, zip code) of all those tested, or other data as directed.
- Hire and onboard any staff needed to meet PROVIDER Proposal goals within thirty (30) days of receipt of first payment of funds.

#### 1. **DURATION OF CONSULTING ENGAGEMENT:**

This CONTRACT is for the period August 1, 2020 through January 31, 2021. Either party may terminate the CONTRACT with or without cause after providing the other party with thirty (30) days prior written notice. PMHCC reserves the right to terminate the CONTRACT immediately if in its sole discretion the PROVIDER has acted in a manner that is contrary to the interests of PMHCC or PDPH.

#### 2. <u>FEE:</u>

PROVIDER shall be paid a fee not to exceed ONE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED AND THIRTY-FOUR Dollars (\$194,234.00) as stipulated in the approved PROVIDER Budget attached hereto and made a part hereof as Exhibit "C".

Itemized invoices must be submitted monthly to , v (Contract Monitor). Invoices must include PROVIDER's name, address, telephone number, and as relevant based on Exhibit B, date(s) of services, detailed description of services provided including the total number of hours or days with hourly or daily rate of pay, and detailed expenses with receipts, including staff timesheets and backup documentations. Invoices must conform to the same categories as in PROVIDER'S Budget. The invoice shall include the total amount due. Once invoices are reviewed and approved, in whole or in part, the Contract Monitor will initiate a payment request. PMHCC will make payment to the PROVIDER within 30 days of the payment request being submitted to PMHCC for payment.

#### 3. **CONFIDENTIALITY:**

PROVIDER understands that the work to be provided under any contract entered into pursuant to the RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the privacy and security of health information. PROVIDER must understand and comply with the "Terms and Conditions Relating to Protected Health Information" which are posted on the City's website at https://secure.phila.gov/eContract/ under the "About" link.

#### 4. **RIGHTS TO DOCUMENTS:**

All documents prepared or produced by PROVIDER specifically in the performance of this CONTRACT with PMHCC shall be the absolute property of PMHCC and/or PDPH except for those items used in the performance of this CONTRACT but previously prepared or produced by the PROVIDER prior to entering into a CONTRACT with PMHCC. PROVIDER shall make available, upon PMHCC's request, a complete copy of documentation prepared pursuant to this CONTRACT for review by PMHCC or PDPH or any other government entity as required by law. Documents shall be maintained by the PROVIDER for the later of seven (7) years after services are rendered or the final resolution of any outstanding litigation or audit or any other relevant legal requirements.

## 5. PROTECTION OF HUMAN SUBJECTS FROM RESEARCH RISKS:

Where the "Scope of Services" in this CONTRACT includes activities that are defined as investigatory, exploratory or research that may in any way involve an intervention or

an interaction with a living person that would not be occurring in some other fashion but for this CONTRACT and/or will yield identifiable private data/information obtained in a form associable with an individual, a "Scope of Services" protocol must be approved by an established Institutional Review Board (IRB) of the City of Philadelphia or an accredited college, university or medical school and a copy of such approval must be attached to this CONTRACT (see Title 45 Code of Federal Regulations Part 46 (45 CFR 46)).

#### 6. **NONDISCRIMINATION:**

In the performance of this CONTRACT, PROVIDER agrees to adhere to the City of Philadelphia's Fair Practices Ordinance, as defined in Chapter 9-1100 of the Philadelphia Code. The Fair Practices Ordinance prohibits discrimination in the delivery of City services on the basis of ancestry, breastfeeding, color, disability, domestic or sexual violence, ethnicity, gender identity, familial status, marital status, national origin, race, religion, retaliation, sex, and sexual orientation.

PROVIDER further agrees not to discriminate against any employee, applicant for employment, independent contractor or any person because of race, color, religious creed, ancestry, physical or mental disability handicap, national origin, age sex or any other legally protected classification. Additionally, PROVIDER agrees to comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of noncompliance with this provision or related discrimination laws, this CONTRACT may be terminated or suspended, in whole or in part, and PROVIDER may be declared temporarily ineligible for future contracts.

#### 7. ASSIGNMENT:

This CONTRACT and the monies to come due hereunder shall not be assigned by PROVIDER. PROVIDER shall not Subcontract or delegate any work hereunder without prior written approval by PMHCC. Prior written approval will not be granted unless the Subcontractor or delegate has all clearances, licenses and proof of insurance, when relevant, and agrees in writing to abide by all the terms of this CONTRACT. PMHCC'S agreement to allow Subcontracting or delegation does not relieve PROVIDER of his/her obligations with respect to the terms of this CONTRACT. PMHCC reserves the absolute right to refuse, or request removal of, a Contractor's Subcontractor or delegate. If selecting a subcontractor, PROVIDER must state the intention to use subcontractors to perform any portion of the work sought by the RFP. For each such subcontractor, PROVIDER must provide the name and address of the subcontractor, a description of the work PROVIDER intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses.

#### 8. INDEMNIFICATION:

a. PROVIDER shall indemnify and hold PMHCC and PDPH their directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs, including, without limitation, reasonable legal fees, whether or

not incurred in the course of litigation, arising from any breach by PROVIDER or any representation, warranty or covenant made by PROVIDER herein or any negligent act or omission of PROVIDER.

b. PMHCC shall indemnify and hold PROVIDER and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs including, without limitation, reasonable legal fees, whether or not incurred in the course of litigation, arising from any breach by PMHCC or any representation, warranty or covenant made by PMHCC herein or any negligent act or omission of PMHCC.

#### 9. <u>INDEPENDENT CONTRACTORS:</u>

a. It is understood and agreed that PROVIDER, its officers, directors, agents and employees are independent contractors of PMHCC. PROVIDER shall maintain full responsibility for payment of Workers Compensation, General Liability, Unemployment Compensation and Employer's Liability Insurance, Professional Liability and Automobile Insurance, for him/herself as well as for his or her employees in their performance under this CONTRACT in amounts sufficient to abide by City of Philadelphia Contract requirements found on the PMHCC website at:

http://www.pmhcc.org/images/PDF/CONTRACTs/city%20CONTRACT%20provisions%20jul%2010%2015.pdf

- b. The PROVIDER shall immediately notify PMHCC if any of the following occur within the term of the CONTRACT:
  - i. NOTICE OF INTENTION TO CANCEL ANY OF THE REQUIRED INSURANCES:
  - ii. ARREST;
  - iii. ALLEGATION OF CHILD ABUSE OR ADULT ABUSE RELATED TO PERFORMANCE UNDER THIS CONTRACT;
  - iv. REVOCATION OF PRIVILEGES AT ANY HEALTH CARE FACILITY, WHERE RELEVANT;
  - v. IMPOSITION OF DISCIPLINARY ACTION EFFECTING LICENSURE, WHERE RELEVANT
  - vi. FILING OF BANKRUPTCY OR PROTECTION FROM CREDITORS

#### 10. WAIVER:

The waiver by either party of a breach or default in any of the provisions of this CONTRACT by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself to any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

#### 11. GOVERNING LAW:

- a. This CONTRACT and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- b. The PROVIDER agrees to abide by all applicable federal, state and local laws, ordinances and regulations in meeting the scope of services. Should services be carried out in whole or in part in the City of Philadelphia, the PROVIDER will obtain a Philadelphia Business Tax Account Number and Commercial Activity License.
- c. PROVIDER understands the funds for this CONTRACT are provided pursuant to the Notice of Funding Opportunity (NOFO) number CK19- 1904, entitled Epidemiology and Laboratory Capacity (ELC) and agrees to abide by, in addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <a href="https://www.cdc.gov/grants/federalregulationspolicies/index.html">https://www.cdc.gov/grants/federalregulationspolicies/index.html</a>,) the requirements of the NOFO, which is hereby incorporated in and made a part hereof of this CONTRACT.
- d. The RFP is supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$92,417,870.00 and other funds as available. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

#### 12. REQUIRED DOCUMENTATION:

The following documents shall be submitted, when relevant and requested, prior to the commencement date of this CONTRACT and then, upon request, prior to the renewal date of any future contracts. All documentation with an expiration date shall remain current throughout the duration of the CONTRACT.

- a. Current professional license
- b. Copy of Malpractice Insurance with company's name, amount, date and contract number
- c. Copy of any and all required Insurance Certificates with company's name, amount, date and contract number
- d. Philadelphia Business Tax Account Number
- e. Current Commonwealth of Pennsylvania Child Abuse Clearance from the state Childline and Abuse Registry
- f. Criminal History Clearance, State and Federal

#### 13. PUBLICITY:

No party to this CONTRACT shall use the name, trademark, logo, symbol, or other image of the other party or that party's employee or agent in any advertising, publicity, or promotional material without the prior written consent of the other party.

#### 14. **CONFLICT OF INTEREST:**

PROVIDER agrees to disclose to the Contract Monitor and to the PMHCC Chief Executive Officer any and all financial or employment relationships with any Agency under contract with the City of Philadelphia whether personally, by the PROVIDER'S employees, employer, or by someone with whom the PROVIDER has a close personal relationship:

- a. prior to signing this CONTRACT, if applicable; and or
- b. prior to entering into any such relationship while this CONTRACT is in force.

Any questions regarding this provision should be directed to the Contract Monitor who will provide information needed to comply and will document the PROVIDER's inquiry and the response.

Should it be determined by the PDPH that a real or apparent conflict of interest is present; the PROVIDER will be notified to affect a resolution which may include contract termination.

## 15. COMPLIANCE WITH CITY OF PHILADELPHIA CONTRACT PROVISIONS:

PROVIDER shall comply with those provisions of the City of Philadelphia contract that apply to PROVIDER, including but not limited to the specific provisions below and provisions regulating Political Contributions, Lobbying and Subcontracting which are incorporated herein by reference. A copy of the City Contract provisions can be found on the PMHCC website at:

http://www.pmhcc.org/images/PDF/contracts/city%20contract%20provisions%20jul%2010%2015.pdf

- PROVIDER has all required licenses and permits and is current with respect to the payment of City taxes and or other indebtedness owed to the City, including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia, and is not in violation of other regulatory provisions contained in the Philadelphia Code.
- PROVIDER will exercise its "Best and Good Faith Efforts" to assure participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in City of Philadelphia Executive Order 03-12.

- PROVIDER can attest it has no civil, criminal, or bankruptcy litigation; debarment or suspension proceedings; criminal convictions or indictments; or any order or agreement issued by a court or local, state, or federal agency that would impact its ability to safely and credibly meet Program requirements.
- PROVIDER is fiscally solvent and has the financial capability to perform the work sought by the RFP.
- PROVIDER is in compliance with the City of Philadelphia's 21st Century Minimum Wage and Benefits Ordinance, as defined in Chapter 17-1300 of the Philadelphia Code and 17-1900 (Equal Benefits Ordinance) of The Philadelphia Code.

#### 16. MEMORANDUM OF UNDERSTANDING:

PROVIDER agrees to adhere to testing criteria directed by the Philadelphia Department of Public Health (PDPH) and shall execute the Memorandum of Understanding Regarding Testing Criteria attached hereto and made a part hereof as Exhibit "D".

#### 17. **BINDING NATURE OF AGREEMENT:**

This CONTRACT shall be binding upon parties, their heirs and legal representatives.

#### 18. **ARBITRATION:**

Any controversies or disagreements arising out of, or relating to this CONTRACT or the breach thereof, shall be settled by arbitration in Philadelphia, Pennsylvania in accordance with the rules then existing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The cost of such arbitration shall be borne equally by the parties regardless of the outcome, except for legal fees, which each party shall bear their own costs.

#### 19. <u>COUNTERPARTS:</u>

This CONTRACT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same agreement. The parties specifically agree that E-Signature on this CONTRACT shall be legally binding and that neither party can avoid his or her obligations because the CONTRACT was executed electronically.

#### 20. PROVISIONS SEPARABLE:

The provisions of this CONTRACT are independent of and separable from each other. No provisions shall be rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of them may be invalid or unenforceable in whole or in part.

#### 21. ENTIRE AGREEMENT AND NOTICE:

This CONTRACT contains the entire understanding between PMHCC and PROVIDER with respect to the subject matter hereof, and supersedes all other oral and written CONTRACTs and understandings between PMHCC and PROVIDER. This CONTRACT may not be modified or amended other than by an agreement in writing, signed by both parties.

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section.

#### 22. PARAGRAPH HEADINGS:

The paragraph headings in this CONTRACT are for convenience only; they form no part of the CONTRACT and shall not affect its interpretation.

DocuSigned by:	8/5/2020   1:01:23 PM PDT
MICHAEL J. COVONE	Date
CHIEF EXECUTIVE OFFICER, PMHCC	
DocuSigned by:	
andrei doroshin	8/5/2020   1:19:19 PM PDT
ANDREI DOROSHI NO5414	Date
CHIEF EXECUTIVE OFFICER,	
PHILLY FIGHTING COVID INC	
Tax Payer ID or Social Security Number	300
Telephone Number/ Cell Number	
Email Address	andrei@phillyrightingcovid.com
Philadelphia Business Tax Account Number	pending
Minority, Women or Disabled Owned Business	
Registration Number (issued by City of Phila.)	
(if applicable)	

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	PMHCC USE ONLY		
	DEPARTMENT / PROGRAM CODE:	400-1518	

Philly Fighting Covid, Inc. Phillyfightingcovid.com 2021 East Willard St. Philadelphia, PA



# PROGRAM NARRATIVE FOR PFC SARS-CoV-2 TESTING SITE

#### **Deliverable 1: Testing Site Plan and Operational Procedures**

Our current testing site is at the Fillmore Philadelphia main parking lot at 29 Allen St., Philadelphia, PA, 19123. At this time, we have coordinated with the Fillmore Philadelphia and Live Nation staff to use this space indefinitely until music events return to the space. Should resources become available through the Philadelphia Department of Health grant program, PFC would be able to start testing immediately, as currently we are testing Philadelphians through donations received through our website. Currently, we operate our testing site for eight (8) hours a day in two (2) shifts; 8:00AM to Noon, and 1:00PM to 5:00PM, with an hour break for lunch between Noon-1:00pm. This operating day length is subject to change upon PDPH's request, but at this time is the most manageable day PFC can operate.

For data collection, we have a multi-faceted approach for both demographic and medical information. Currently, we have been utilizing Acuity Scheduling for collection of name, DOB, economic bracket, and other additional information. Acuity does not hold the data on its servers, but rather links the data to a google sheets using Zapier that is downloaded offline onto a company laptop that encrypts all files. When the patient is screened by the attending physician/nurse practitioner, their information is collected through Quantum eLabs by Quest. The provider inputs the information and writes the prescription by using Quest Quantum ePrescribing. This information is then collected with the test sample information and sent to Quest via Quantum eLabs.

In testing site operations, we have effectively tried to provide the quickest testing experience for all patients coming onto site as well as the attending physicians and nurses completing the tests. We recognize that expedient yet thorough testing is critical in maintaining a steady operations flow through the site and in mitigating prolonged exposure to infected persons. As such, the following steps outline exactly what a walk-up or drive-thru patient should be expecting at the site and what they are expected to do while on site:

Walk-Up Patients



- 1. Prior to their arrival at the facility, walk-up patients need to ensure that they have signed up to be tested at <a href="https://www.phillyfightingcovid.com/testing">https://www.phillyfightingcovid.com/testing</a> with relevant demographic information including age, sex, race, economic level, preferred time slot, and if available, insurance information. Prior to verification of the patient's information, a volunteer wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown) will disinfect their ID cards and/or insurance information.
  - a. If a walk-up patient has not been able to sign up at <a href="https://www.phillyfightingcovid.com/testing">https://www.phillyfightingcovid.com/testing</a>, the patient will proceed to the registration area marked for "WALK-UP REGISTRATION" and a HIPPA certified attendee will be available to assist the patient with entering their information and their preferred next available time slot on their phone or manually by a PFC laptop. Volunteers are prohibited from touch any phones or devices of the patients.
- 2. When upon completing all registration steps and obtaining the testing information and procedure from the registration desk, a volunteer will direct the walk-up patient when it is their time to proceed to the vitals nurse who will take oxygen readings and blood pressure readings. This information is cataloged in QUANTUM and will be sent to Quest Diagnostics with the tests themselves. Prior and afterwards to the patient's vitals check, a volunteer wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown) will disinfect the blood pressure and oxygen finger sensing equipment using a cleaning solution deemed to eliminate COVID-19 by the CDC.
- 3. Once the walk-up patient vitals have been collected, they are then instructed to see the attending doctor who will ask them about any symptoms they are feeling and their general health/exposure to others. When the attending Doctor wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown) has completed their assessment of the walk-up patient's symptoms, they will first issue a script to get a PCR test and then direct them to proceed to the testing area when the Collection Nurse will be ready to receive them and perform the test. Prior and afterwards to the patient's doctor evaluation, a volunteer will disinfect the patient chairs using a cleaning solution deemed to eliminate COVID-19 by the CDC.
- 4. Upon arriving at the testing area, the collection nurse will confirm the patient's name and information prior to testing. Prior and afterwards to the patient's doctor evaluation, a volunteer wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown) will disinfect the patient chairs using a cleaning solution deemed to eliminate COVID-19 by the CDC. The collection nurse will then inform the patient of the testing procedure:
  - a. Patient will stand still, tilt their head back, and the nurse will collect the swab sample from their nasal canal. The patient is informed that there may be some discomfort in the test.



6. When the Collection Nurse has completed the test, the patient will exit the testing area at the gate marked "EXIT."

#### **Drive-Thru Patients**

- 1. Prior to their arrival at the facility, walk-up patients need to ensure that they have signed up to be tested at <a href="https://www.phillyfightingcovid.com/testing">https://www.phillyfightingcovid.com/testing</a> with relevant demographic information including age, sex, race, economic level, preferred time slot, and if available, insurance information. Upon entering the testing facility, drive-thru patient shall STOP at the Pre-Registration table and a volunteer will confirm their appointment time slot and entered information details while their vehicle is put in park. Prior to verification of the patient's information, a volunteer wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown) will disinfect their ID cards and/or insurance information.
  - a. If the patient has not been able to sign up at <a href="https://www.phillyfightingcovid.com/testing">https://www.phillyfightingcovid.com/testing</a>, they shall proceed to the registration area marked for "DRIVE-THRU REGISTRATION" in the "AUXILIARY LANE" and a HIPPA certified attendee will be available to manually enter their information.
- 2. Upon confirmation of your registration information, a volunteer will direct the patient to the vitals nurse who will take oxygen readings and blood pressure readings while the patient remains in their car in PARK. If there are multiple people in the vehicle, a vitals nurse will walk to the other side of the car while the patient remains in the car. Prior and afterwards to the patient's vitals check, a volunteer wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown) will disinfect the blood pressure and oxygen finger sensing equipment using a cleaning solution deemed to eliminate COVID-19 by the CDC.
- 3. Once the drive-thru patient's vitals have been collected, they will then be instructed to see the attending doctor who will ask about any symptoms they are feeling and their general health/exposure to others while their vehicle is in PARK. When the attending Doctor has completed their assessment of the drive-thru patient's symptoms wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown), they will first issue a script to get a PCR test and then direct them to proceed to the testing area when the Collection Nurse will be ready to receive them and perform the test.
- 4. Upon arriving at the testing area, the sample collection nurse will confirm the patient's name and information for the COVID-19 testing sample and will ask the patient to place their vehicle in park. The collection nurse wearing full PPE (latex gloves, PFC facesield, mask, hair net, and mesh/plastic gown) will then inform the patient of the testing procedure:
- a. The patient will sit still, tilt their head back, and the Nurse will collect the swab sample from the patient's nasal canal. The patient is informed that there may be some discomfort in the test.
- b. If there is more than one (1) person to be tested in the vehicle, the collection nurse will complete the driver's test first and then will complete all passengers' tests.



6. When the Collection Nurse has completed the test, the driver will be directed to exit the testing area by following the signs marked "EXIT." On the gate, there will be directions to the nearest major streets.

If at any point a staff member is coughed or sneezed upon by any patient, the affected staff member will immediately proceed to the changing station marked clearly on site and will doff and don the required PPE to continue as described in the PFC Don and Doff procedure [1]. All contaminated PPE shall then be placed into the designated trash bin and will be double bagged and discarded in the site dumpster at the end of the day, per CDC guidelines. Currently, all site trash collection is picked up by the Fillmore through PFC's agreement.

All tests collected will be stored in on-site refrigerators as the PCR tests procured by Quest Diagnostics require that the testing media is temperature controlled to <75 degrees Fahrenheit. At the end of each testing day, Quest Diagnostics will collect all of the refrigerated samples and will immediately send the samples for testing. Patient results are typically available in 3-5 days after testing. At this time, all patient results are kept confidential between Quest and the patient. However, as PDPH and the Philadelphia Department of Health require that the results are submitted back for data processing, the testing results shall be available to both agencies through Quest Labs.

#### o Describe if space is owned, leased, or if there is another arrangement

The testing site is located in the Fillmore parking lot which is owned by the venue and has designated spots that are reserved for employees of a hospital adjacent to the venue. The landlord approved via contract for the next 6 months the use of the parking lot by our organization to run the testing sites.

o Describe date testing will begin and how long it will be offered (if resources are available)

Testing began Friday, June 26th. The second testing day is Friday, July 10th. With resources available, the testing will begin on the Friday following and operate every three days for as long as resources are available.

#### o Describe hours of operation by day for test site(s)

The hours of operation of each testing site will be uniform with a morning shift from 8AM-12PM, and an afternoon shift from 1PM-5PM.

#### o Describe data management or other technology system(s) used

We are using a scheduling software that uploads the data directly to HIPAA approved encrypted and two factor authenticated sheets. The sheets are kept on an offline LAN network onsite and each station enters data onto the LAN sheet. The ePrescribing software is RXNT. The specimen kits are labeled and imputed using QUANTUM Labs.

#### o Describe test site operations including:

- Symptom screening: Via questionnaire, vitals station, and provider interview.
- Referrals as needed for medical care: Onsite provider gives referral for COVID test.



- Collection of locating, demographic, and risk information: Via Aquity scheduling signup and registration for the testing site.
- Provision of information to persons during testing: via registration desk onsite
- Laboratories to which tests will be sent: Quest labs in Delaware
- Infection control procedures to protect staff and persons tested: Full PPE
- Staffing of testing operation: 2 RNs, 1 provider (NP, PA, DO, or MD), 4 vitals EMTs, 2 registration personnel, 1 data management person, and one traffic control and logistics.
- Infectious waste and trash disposal: collection of all waste at end of day, double bagged, and held onsite for 5 days, then thrown into trash as per CDC guidelines.

#### **Deliverable 2: Testing**

#### o Describe target population(s) to be tested

The target populations to assure testing for are those who have been underserved in the city for healthcare and then essential workers ranging from healthcare staff to hospitality and childcare employees, but are not limited to these groups.

o Describe expected number of tests per week and ramp-up period, if relevant

At current rates, with two testing days per week, we can accommodate around 240 tests per week, with the ability to scale to 350 tests after 2 weeks of operation. With the follow on opening of other locations, we can expect the number of tests to increase linearly with each respective site.

o Describe consistent source for PPE and which PPE supplies will be used

PPE is being purchased through a contract with MedLine Industries, or provided by PFC. All personnel on site will be provided a surgical mask, nitrile gloves, plastic face shield, a gown or disposable poncho, and a hair net

o Describe plan to reach target populations

We have employed a combination of traditional marketing with poster and fliers placed around the city as well as a large social media presence with over 10,000 page views a week. We filled 100 testing slots within 4 hours.

o Describe patient confidentiality and privacy systems

All staff with eyes on patient data are HIPAA certified. All data is stored on offline servers. All data is blinded after results are given. Results data is stored on QUEST QUANTUM LABS servers.

- Deliverable 3: Communicating Test Results and Counseling
- o Describe process for:
- Notification of tested person of their results

Notification of test results is done by the testing coordinator at PFC immediately as they are received by QUEST LABS as well as an option for patients to manually sign on to QUEST labs patient portal and observe the data themselves.

Counseling of persons testing positive and linkage to available services



If a patient tests positive, the patient will be contacted immediately by our health staff to begin contact tracing interviews, symptom reassessment, and health counseling. If symptoms are worsening or severe, a provider will join the call immediately after confirmation to provide further guidance and administer emergency protocol if necessary.

- Deliverable 4: Billing
- o Describe billing system(s) and vendor(s) proposed, if applicable

All billing will be done via QUEST. No billing will be done by PFC. QUEST has agreed to bill insurance for COVID tests, and if no issuance is present, then the federal government will be billed via the CARES Act and MEDICAID.

- Deliverable 5: Reporting and Data Collection
- o Describe process for:
- Reporting of information on positives to PDPH

Once all data has been collected, the data will be blinded to HIPAA regulations by our data manager and then checked by our quality assurance and quality control staff. This blinded data will be sent directly to the PDPH as we have done for previous testing sites.

Reporting of aggregate data on testing to PDPH

Aggregate data will be reported and sent after every site is complete as per the aforementioned standards.



### CITY OF PHILADELPHIA

DEPARTMENT OF PUBLIC HEALTH 1101 Market Street, Suite 1320 Philadelphia, PA 19107 www.phila.gov/health

THOMAS A. FARLEY, MD, MPH Health Commissioner

July 20, 2020

Andrei Doroshin Philly Fighting COVID Inc. 2021 E Willard St. Philadelphia, PA 19134

Dear Mr. Doroshin,

Thank you for submitting an application on July 8, 2020 in response to the COVID-19 Community Testing Program Request for Proposals (RFP) published by the City of Philadelphia on May 12, 2020.

We are pleased to announce that the City of Philadelphia, in partnership with PMHCC, Inc., is interested in funding your organization at \$194,234.00 over a six-month period from the date that the contract is signed. Receipt of this funding is contingent upon implementation of the following:

- Food and beverage are ineligible expenses described in the RFP (please see page 8), therefore the \$300 daily catering line item cannot be funded
- In accordance with 45 CFR §75.430, staff compensation must be considered reasonable and comparable to similarly appointed positions in the labor market. The Nurse Practitioner and Data logger/Medical Information systems position rates should be adjusted to match their median hourly rates as described by the Bureau of Labor Statistics for positions in the Philadelphia Metropolitan area (\$51.56 and \$35.24 respectively)
- Adjust the 10% F&A costs after making the aforementioned budget adjustments
- Identify at least one community-based organization with whom your organization will partner to ensure vulnerable, high-risk, and underserved residents are made aware of and connected to your testing services. Please provide a letter of support from any partner agencies

Following resubmission of your budget and the requested letter(s) of support, PMHCC, Inc. will work with you to develop a contract outlining the parameters described in your

application. You can expect correspondence from the Philadelphia Department of Public Health and PMHCC regarding next steps in the coming days.

We look forward to collaborating with you to increase access to COVID-19 testing for Philadelphia residents. Thank you for your efforts to contain this virus.

Sincerely,

Thomas Farley, MD, MPH

#### DocuSign Envelope ID: 4D55AD97-A103-42ED-8091-8EADA96A8095

SIX-MUTILITE SARS-CO	OV2 Testing Site Budget						
Key Operating Assumptions	Units		1				
Total Days of Testing	Total Operating Days	58.33333333					
Total People Tested	People	7000				100000000000000000000000000000000000000	
People Tested Per Day	People	120					
Testing Frequency	every # day	3					
Total Duration to Tes - Should be	compound te Days	175	A STATE OF THE STA	100-100		Language Control	
Hours of Testing Per Day	Hours	8					
Time per Test	Mins	4					
Total Cost Summary	Cosl	Quantity To	stel	1	1175%	2	
LITTAL CONTRACTOR AND ADDRESS OF THE PARTY O				1	100	177	1
Upfront Costs	\$2,980	1	\$2,980				
Recurring Costs	\$2,929	59	\$172,796				
Admin Costs	\$18,458	1	\$18,458				
Total			\$194.234				
		Per Person	\$28				
Upfront Costs	Cost	Quantity To	ntal			describe	
AED	\$500	1	\$500				
Temp Guns	\$70	2	\$140				
Tables	\$50	4	\$200				
Chairs	\$10	10	\$100				
Manual BP Monitors	\$60	4	\$240				
Mobile WIFI LAN	\$200	1	\$200				
IPAD PRO	\$800	2	\$1,600				
			\$2,980	-			
Total							

#### DocuSign Envelope ID: 4D55AD97-A103-42ED-8091-8EADA96A8095

Recurring Costs	ltem	Cost	Quanitity	Total		
PPE	Gowns	\$5,55		\$139		
	Face Masks	\$1	100	\$100		
	Gloves	\$0.1	400	\$40		
Sanitation	Hand Sanltizer	\$5	5	\$25	5	
	Wipes	\$5	5	\$25	5	
delle relevisioni delle color	Trash Bags	<b>\$1</b>	10	\$10		
	Paper Towels	\$1	20	\$20		
Labor	Nurse Practitioner	\$450	1	\$450		
	Medical Proffessional (EMT or RN Trained in nasal swabbing)	\$240				
	Operations Staffer	\$160	4	\$840		
	Data logger + Medical Information systems	\$630	1	\$630		
	EMT Staff	\$90	4	\$360	<u> </u>	
Operations	Portapolty	\$150	1	\$150	0	
	Catering	\$0	1	\$0		
	Hand-Washing	100	1	\$100		
Total				\$2,929	3	
Admin Costs	llem	Cost	Quantily	Total		
71471111 30313	10.10	0031	ranonary	17161		
Medical Software	Aquify	\$30	1	\$30		
	Squarespace	\$100	1	\$100		
Rent	Storage Facility	\$750	1	\$750		
PFC	Admin	\$17,578	1	\$17,578	1	
Total				\$18,458	5	H-11-8-1

#### MEMORANDUM OF UNDERSTANDING (MOU) REGARDING TESTING CRITERIA

Provider Organization agrees to adhere to testing criteria directed by the Philadelphia Department of Public Health (PDPH). Criteria may be broadened in future if testing becomes more available and if authorized in writing by PDPH. Provider Organization agrees to the following testing criteria:

- Offer COVID-19 testing to <u>asymptomatic</u> individuals with suspected or known exposure to a COVID-19 case. PDPH recommends exposed, asymptomatic persons wait to be tested until at least 7 days after exposure due to the average incubation period for COVID-19.
- Offer COVID-19 testing to persons of any age who present with new-onset:
  - o Cough and/or Shortness of breath

OR

- <u>Two</u> of the following symptoms: fever, chills, muscle pain, sore throat, headache, new loss of taste or smell
- Prioritize testing of <u>symptomatic</u> persons who are:
  - At increased risk for severe disease because of advanced age (>60 years), and/or presence of preexisting chronic medical conditions<sup>1</sup>
  - Residents and staff in congregate settings (i.e. nursing homes, behavioral health facilities, shelters, group homes, and prisons)
  - Healthcare workers
  - Public safety workers (Police, Fire, EMS)
  - o Other essential workers (mass transit workers, grocery store / pharmacy staff, etc.)
  - o Close contacts of known cases or persons associated with a known cluster of cases
- High-priority individuals referred for testing by PDPH or affiliated organizations

Philly Fighting Covid	
Provider Organization	
andrei doroshin	ceo
Authorized Signer's Name	Authorized Signer's Title
Signature Docusigned by:	8/5/2020   1:19:19 PM PDT Date

<sup>&</sup>lt;sup>1</sup> Chronic lung disease, moderate to severe asthma, serious heart conditions, conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications, diabetes, chronic kidney disease, or chronic liver disease.

#### **CONSULTANT CONTRACT AMENDMENT**

This Amendment is made and entered into on the last date of signature by and between PHILLY FIGHTING COVID, INC. (CONSULTANT) with a principal address of 2021 E. WILLARD STREET, PHILADELPHIA, PENNSYLVANIA 19134 and PMHCC, INC. ("PMHCC") with a principal address of 1601 MARKET STREET, 6TH FLOOR, PHILADELPHIA, PENNSYLVANIA 19103 for the purpose of amending Consultant's obligations to PMHCC under the terms of the CONTRACT.

WHEREAS, Consultant and PMHCC entered into an Agreement effective August 1, 2020 for Consultant to provide services on behalf of the City of Philadelphia, Department of Public Health.

WHEREAS, Consultant and PMHCC mutually desire to amend the DURATION OF CONSULTING ENGAGEMENT of the original Contract.

NOW, THEREFORE, Section 1, Duration of Consulting Engagement, of the Contract shall be amended as follows:

This CONTRACT is for the period July 20, 2020 through January 31, 2021.

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract or any earlier Amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereby cause this Amendment to be duly executed.

PHILLY FIGHTING COVID, INC.

PMHCC, INC.

By:

Andrei Doroshinarecapsata

Chief Executive Officer

Michael CovernosD743463
Chief Executive Officer

Date: 8/7/2020 | 12:09:13 PM PDT

Date: 8/7/2020 | 11:57:24 AM PDT

# **COVID-19 Testing RFP: Contracts and Unfunded Applications**

Organization	<u>Outcome</u>	Max Approved Funding	Contract Term
African Cultural Alliance	Not Funded	N/A	
Albert Einstein Health Network	Funded	\$459,785.58	7/1/20-12/31/20
Albert Einstein Health Network	Funded	\$383,972.90	1/1/21-6/30/21
Angela Stewart Consulting	W/D by Applicant	N/A	
Black Doctors COVID-19 Consortium	Funded	\$1,397,400.40	7/1/20-12/31-20
Children's Hospital of Philadelphia	Funded	\$1,851,567.60	9/21/20-3/19/21
CityLife Health	Funded	\$157,700.00	7/1/20-12/31/20
CityLife Health	Funded	\$157,494.33	1/1/21-6/30/21
Constant Associates	Not Funded	N/A	
Dentrust/DOCS Health	Not Funded	N/A	
DOCS Health/Philadelphia School District	Funded	\$958,171.39	3/1/21-6/13/21
Drexel HOPE	Funded	\$155,468.00	1/1/21-6/30/21
Education Plus Health	Funded	\$100,538.00	8/1/20-1/31/21
Education Plus Health	Funded	\$114,595.00	2/1/21-6/30/21
Family Practice & Counseling Network	Funded	\$141,028.00	7/1/20-12/31/20
Family Practice & Counseling Network	Funded	\$137,500.00	1/1/21-6/30/21
Garces Labs	Funded	\$436,314.00	1/1/21-6/30/21
GenelQ	Not Funded	N/A	
GENETWORx-TCA	Not Funded	N/A	
Greater Philadelphia Health Action	Funded	\$484,689.59	1/1/21-6/30/21
HR Support	Not Funded	N/A	
MyDoc Urgent Care	Not Funded	N/A	
Niznik Lab Corp	Not Funded	N/A	
PhenoMx	Not Funded	N/A	
Philadelphia FIGHT	Funded	\$230,899.00	9/1/20-2/28/21
Philly Fighting COVID	Funded	\$194,234.00	7/20/20-1/26/21
Public Health Management Corporation	Funded	\$178,771.00	7/1/20-12/31/20
Puentes de Salud	Funded	\$77,700.00	7/1/20-12/31/20
Puentes de Salud	Funded	\$78,420.00	1/1/21-6/30/21
Rapid Reliable Testing	Funded	\$248,175.00	8/1/20-11/20/20
Sayre Health	Funded	\$1,101,153.00	1/1/21-6/30/21
SELF Inc.	Not Funded	N/A	
SOS COVID Test	Not Funded	N/A	
St Christopher's Hospital	Funded	\$1,103,749.00	11/16/20-5/14/21
Sunrise Laboratories	Not Funded	N/A	
Thomas Jefferson University	Funded	\$1,076,726.73	9/1/20-2/28/21
vybe urgent	Funded	\$343,660.00	9/1/20-2/28/21
Wellhealth Management	Not Funded	N/A	

Appendix C







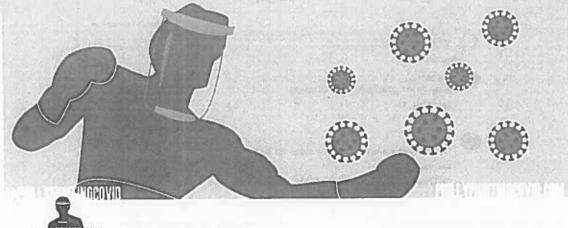












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#### **Philly Fighting COVID**

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Philly Fighting COVID is at Shambles, Philadelphia September 3 2020 Philadelphia, PA 3

Today is our second day at our 2nd and Pine location at the Shambles in the Headhouse District!! A lot of amazing people have come by already, and we would love to test you as well!

We are accepting walk-ins today and will be here until 3:30 with a break from 12-1 for lunch! We also have registration open for our site at the Fillmore tomorrow. Next week, we are testing Tuesday through Friday, so make an appointment on our website, link in bio, and come get

As a side note, we are still looking for sponsors for breakfast and lunch so we can feed our volunteers and make sure they stay fit to test for the whole dayl

#COVID #covidphilly #coronavirusphilly #CoronaVirus #COVID19 #COVID\_19 #testing #vaccine #Philly #CoronaPhilly #Philadelphia #Healthcare #Safety #Virus #Clinic #Testingcenter #volunteer #donation #donor #nonprofit #PFC #tested #PPE #donate #Fishtown #SouthPhilly #healthcareheroes #phillygram #explorepage











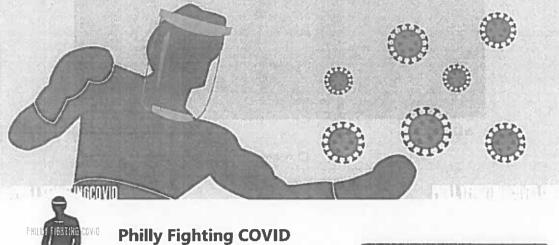












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Philly Fighting COVID is at Shambles, Philadelphia September 4, 2020 - Philadelphia, PA - 3

We would like to start off by saying thank you to everyone that has come and gotten tested by us. It took a lot for us to expand our operations and open our second site in the Headhouse District on Tuesdays and Thursdays and it was amazing how many people came to get tested at the site this past week. Unfortunately though, due to recent developments within the past 2 days, we will no longer be able to continue testing at this location for the near future with the potential for this disruption to be indefinite.

There were complaints that were circulating about our testing site that were not conveyed to us directly. Without our knowledge, concerns were brought up to certain health department officials and the landlord of our site location. This has led to us having to cease operations at the Headhouse District location until further notice. Although we disagree with the approach these concerns were made, we have agreed to halt our testing operations at this location at the direction of the Health Department.

Our top priority is to give every Philadelphian access to free and fast testing, no questions asked. We aim to give every single patient the most comfortable experience possible, and we take all feedback and concerns to heart. We wish that the concerned parties would have contacted us directly so we could have addressed the issues because we do not want to make anyone feel uncomfortable or unsafe. Even though our operations have been disrupted, we are currently working with the Health Department and the South Philadelphia community to get our site up and running again so we can continue working towards our goal of giving every Philadelphian free and accessible testing, no questions asked. For anyone that was planning on getting tested at our Headhouse District site, we are going to continue testing at our Fishtown location at the Fillmore in the mean time, and would love to test you there!

Thank you again to everyone that has supported us and hopefully we can expand our testing operations in the near future so we can do our part in keeping this virus at bay.

#COVID #covidphilty #coronavirusphilty #CoronaVirus #COVID19









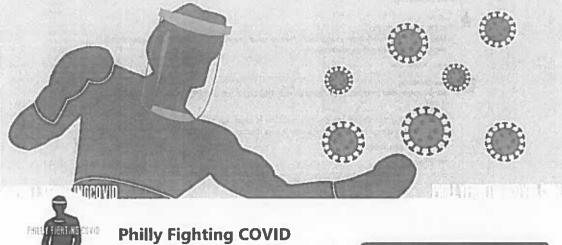












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Events

Philly Fighting COVID is at South Street Headhouse District September 15, 2020 Philadelphia, PA 3

We are working with Councilman Mark Squilla, the city of Philadelphia and South Street Headhouse District in order to get another testing site open after the closing of our Tuesday/Thursday South Street site.

#COVID #covidphilly #coronavirusphilly #CoronaVirus #COVID19 #COVID\_19 #testing #vaccine #Philly #CoronaPhilly #Philadelphia #Healthcare #Safety #Virus #Clinic #Testingcenter #volunteer #donation #donor #nonprofit #PFC #tested #PPE #donate #Fishtown #SouthPhilly #healthcareheroes #phillygram #explorepage







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We are releasing this pind statement from Councimian Mark Biguilla, South Street Headhouse Calmut (\$3810), and Philip Psyching COVID (PFC) is reported to the describing of COVID. 19 testing site on 2nd and Pine 31. We would take to inform the public of some spotiare regarding our operations weren's South Philadophine and additional atems that PFC will be understaining. After 2 days of COVID-19 testing on Sept. 11° and 3nd at the Needhouse Shamble the Philadophine Department of Public Health (PDPH) settemed PFC into the City would not fearmoufly support a community testing program at the feature following some public and departmental feedback aloud the use of this multi-suspone space.

From the start, SSHD and PFC cooperated together the work to safety accommodate the PFC operations at the Headmane Shantities and believe the soldsome belong sites and an exportant public service critical to addressing the pandered. SSHD thanks PFC for the servicity are performing by the readonts of Philadelphia. We also understand and support the CRy's affect the casend toping options throughout the CRy's expectably in under-resourced and high encoderus areas.

In that point, in puriversations with Cosmolinium Squille, PFC has summe to the understanding that bedring in South Philadelphia is sold a top promity for both the community or the Cosmolinium and are continuing the search for a time location in the adjacent neighborhoot White their major not be inmediate, PFC is contributed to securing a new location ASAP so that our operations may combinue an normal without interruptions and residents within South Philadelphia may get lested. You took forward to existing with the Cosmolinium and inapplicational leaders in getting one borstorins and up in a sele and timely instrume. Additional the Femore Euclished Philadelphia in 1988 Sulfy operational and westprines any and all new approximations.

Leaning forward, in insistent to feeding. PPC has begun take with the City of Philabiliphia on dishibiting the highly articulated SARS GoV-2 veccine. PPC is explaining opportunities be use that program the structure of structure of surprise and structure. White them is sold not discover the superiors of large-scale veccinetes in throughout the CEV-PPC in the or set of not one set of the continuence of the second transported the CEV-PPC in the or set, also with the convenient, Councilman Signific, sons tension to serve of the City as information of the veccine becomes available. Councilman Signific, sons tension to serve of the Cety as information of the council becomes available. Councilman Signific, sons tension to serve of the council at Profesiologists. If the article is the council to these recovered trust in the community that for the support we have recovered trust trust.

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A Share

3 Comments







## A JOINT STATEMENT REGARDING THE CLOSURE OF THE COVID TESTING SITE AT 2ND AND PINE

To Friends, Philadelphians, and valued Philly Fighting COVID Testees,

We are releasing this joint statement from Councilman Mark Squilla, South Street Headhouse District (SSHD), and Philly Fighting COVID (PFC) in regards to the discontinued COVID-19 testing site on 2nd and Pine St. We would like to inform the public of some updates regarding our operations within South Philadelphia and additional items that PFC will be undertaking. After 2 days of COVID-19 testing on Sept. 1st and 3rd at the Headhouse Shambles, the Philadelphia Department of Public Health (PDPH) informed PFC that the City would not financially support a community testing program at this location following some public and departmental feedback about the use of this multi-purpose space.

From the start, SSHD and PFC cooperated together to work to safely accommodate the PFC operations at the Headhouse Shambles and believe that additional testing sites are an important public service critical to addressing this pandemic. SSHD thanks PFC for the services they are performing for the residents of Philadelphia. We also understand and support the City's effort to expand testing options throughout the City, especially in under-resourced and high incidence areas.

To that point, in conversations with Councilman Squilla, PFC has come to the understanding that testing in South Philadelphia is still a top priority for both the community and the Councilman and are continuing the search for a new location in the adjacent neighborhoods. While this may not be immediate, PFC is committed to securing a new location ASAP so that our operations may continue as normal without interruptions and residents within South Philadelphia may get tested. We look forward to working with the Councilman and neighborhood leaders in getting our operations set up in a safe and timely manner. Additionally, the Fillmore Lot site in Fishtown is still fully operational and welcomes any and all new appointments.

Looking forward, in addition to testing, PFC has begun talks with the City of Philadelphia on distributing the highly anticipated SARS-CoV-2 vaccine. PFC is exploring opportunities to use our organizational structure to assist in this rollout and ensure the success of large-scale vaccination throughout the City. While there is still not a clear timeline of this yet, PFC will be in lockstep with the community, Councilman Squilla, SSHD, and the City as information of the vaccine becomes available. Councilman Squilla, looks forward to serving all Philadelphians in this crusade against COVID-19. We are thankful for the support we have received from the community thus far and hope to continue making strides against this virus.

Andrei Doroshin, CEO | PFC Victor Shugart, COO | PFC Carson Elias, CTO | PFC

Councilman Mark Squilla

Mike Harris, Executive Director, South Street Headhouse District

Appendix D

Secret Shoppers were deployed to 10 city funded testing sites in October 2020. The results of the evaluations were compiled into an all-inclusive report issued internally to Commissioner Farley by the Division of COVID Containment on December 9, 2020. The following excerpts are specific references to Philly Fighting COVID contained in the report.



#### **COVID-19 Community Testing Program Secret Shopper Initiative Report**

#### **Testing Availability**

Philly Fighting COVID: The website said you must make an appointment but when you
clicked for appointments, there was no availability. Additionally, because appointments
are required, there was no information about walk ups, and no hours or days listed. I
emailed them, but never received an email back.

#### Registration

 Philly Fighting COVID: I decided to drive up to the site and risk being turned away since their website did not say anything about accepting walk-ups. I was able to register by giving my name, phone number, and email. No mailing address was asked for.

#### **Testing**

- Philly Fighting COVID: Received a handout about what to expect after the testing.
- Philly Fighting COVID:
  - o The testing location was very hard to identify as the website did not state that it was outdoors and in a parking lot.
  - o The signage was very poor; even with only walking by you would not see it.
  - The test itself went smoothly. I stayed in my car for the test and everyone working there was very thorough, kind, informative, and well-protected (wore PPE).
  - There was a giant boombox blasting music. It was to try and muffle the noise from the overpass, but it was disruptive.

#### **Results Notification**

 Philly Fighting COVID: A mistake I encountered was I received a text a few hours after the test saying that I was tested "yesterday and to expect results soon". Additionally, there were misspellings in the text. Appendix E























Philly Fighting COVID is in Philadelphia, Pennsylvania Laistary 9 at 9 38 AM 59

#volunteers #ppe #tested #healthcareheroes #healthcarehero

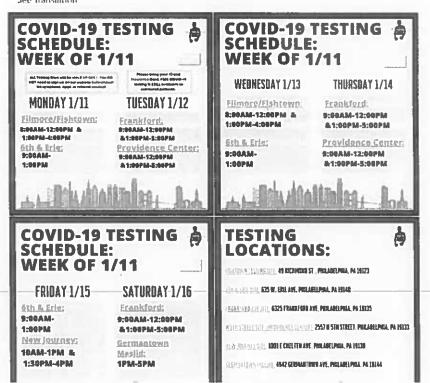
WE ARE BACK with free COVID-19 testing this week! Please find our full schedule above. ALL testing sites are Walk Up. We accept minors ages 4+ with accompaniment of a parent or guardian.

¡ESTAMOS DE REGRESO con pruebas gratuitas de COVID-19 esta semanal Encuentre nuestro programa completo arriba. TODOS los sitios de prueba son Walk Up. Aceptamos menores de 4 años o más con el acompañamiento de un padre.

@phillyinquirer @nbcphiladelphia @6abcactionnews @abcnews @cbs\_philly @fox29philly @msnbc @telemundo62 @billy\_penn @whyy @noticiastelemundo @univision65philadelphia @univision @lakalle @lamegapr @philadelphiaeagles @philles @philaunion @phillymayor @cityofphiladelphia @philadelphiaflyers

@cityofphiladelphia @philadelphiaflyers
#covid\_19 #covid19 #covidphilly #philadelphia #healthcare #healthcareworker
#healthcareworkers #frontlineworkers #nonprofit #nonprofit organization #nonprofit organizations

See Translation





Q



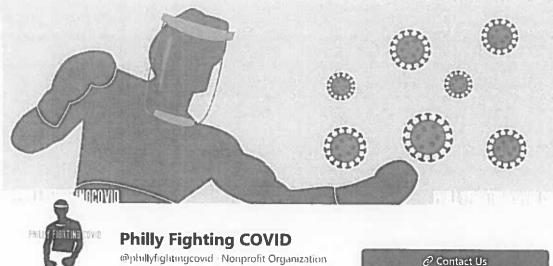
200





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D phillyfightingcovid com

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Message

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Philly Fighting COVID taretary 10 at 9.23 PM (§

Please head over to www.phila.gov/covid-testing-sites/ for alternative testing sites!!!





## IMPORTANT ANNOUNCEMENT

After our huge success this weekend with our first mass vaccine clinic, we are canceling testing until further notice to focus on vaccine operations. This is an effort to make sure we are able to vaccinate as many people as we can to achieve herd immunity. We are going to stop this virus once and for all!

IF YOU NEED TO FIND AN ALTERNATE COVID-19 TESTING SITE, PLEASE VISIT HTTPS://WWW.PHILA.GOV/COVID-TESTING-SITES/

We applied to any inconvenience this might cause. Please reach out to info@phillyfightingcovid.com with any questions.

**(C)** 14

9 Comments 8 Shares

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Comment

A Share

Most Relevant +

Write a comment.

Press Enter to post.





Salvador Benitez
I did the pre-commitment and received email stating someone will contact me soon.
Nothing yet

https://www.facebook.com/phillyfightingcovid/posts/237795681233571

C

Appendix F

# COVID-19 Testing RFP Demographics Data

	Black Doctors COVID- 19 Consortium	ors COVID-	CHOP Community Testing Sites	nmunity ; Sites	CityLife Health	Health	Education Plus Health	on Plus ilth	Einstein Communi Si	Einstein Hospital Community Testing Site
	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent
Sex										
Male	4723.0	42.4%	5909.0	49.2%	1225.0	41.7%	186.0	24.9%	1555.0	32.5%
Female	6413.0	57.5%	6105.0	50.8%	1676.0	57.1%	518.0	69.3%	3230.0	67.5%
Missing/Refused	10.0	0.1%	7.0	0.1%	35.0	1.2%	44.0	5.9%	0.0	0.0%
Race										
White	1610.0	14.4%	4565.0	38.0%	471.0	16.0%	411.0	54.9%	641.0	13.4%
Black	8282.0	74.3%	3733.0	31.1%	637.0	21.7%	80.0	10.7%	2414.0	50.4%
Asian	265.0	2.4%	424.0	3.5%	52.0	1.8%	19.0	2.5%	194.0	4.1%
Hawaiian/Pacific Islander	3.0	0.0%	7.0	0.1%	19.0	0.6%	0.0	0.0%	5.0	0.1%
American Indian	27.0	0.2%	4.0	0.0%	22.0	0.7%	1.0	0.1%	32.0	0.7%
Other, including >1 race	489.0	4.4%	1899.0	15.8%	0.0	0.0%	175.0	23.4%	602.0	12.6%
Missing/Refused	466.0	4.2%	1389.0	11.6%	1741.0	59.2%	62.0	8.3%	897.0	18.7%
Ethnicity										
Hispanic	1507.0	13.5%	1127.0	9.4%	576.0	19.6%	80.0	10.7%	481.0	10.1%
Not Hispanic	8777.0	78.6%	9238.0	76.8%	2241.0	76.2%	636.0	84.9%	3385.0	70.7%
Missing/Refused	884.0	7.9%	1656.0	13.8%	125.0	4.2%	33.0	4.4%	920.0	19.2%
Age	1						I			
0-17	922.0	8.3%	10563.0	87.9%	311.0	10.6%	337.0	45.1%	454.0	9.5%
18-64	8419.0	75.5%	1441.0	12.0%	2490.0	84.8%	301.0	40.3%	3873.0	80.9%
>65	1784.0	16.0%	17.0	0.1%	135.0	4.6%	109.0	14.6%	458.0	9.6%
Missing/Refused	21.0	0.2%	0.0	0.0%	0.0	0.0%	0.0	0.0%	0.0	0.0%

# COVID-19 Testing RFP Demographics Data

					0.		i				
Family P Counselin	Family Practice & Counseling Network	Jefferson Community Testing Sites	ommunity g Sites	Public Health Management Corporation	Health ement ration	Philadelphia FIGHT	hia FIGHT	Philly Fighting COVID	ting COVID	Puentes de Salud	de Salud
Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent	Count	Percent
3728.0	47.8%	2741.0	44.0%	969.0	36.8%	2867.0	42.4%	2156.0	13.5%	301.0	39.6%
4071.0	52.2%	3487.0	56.0%	1663.0	63.2%	3503.0	51.8%	2659.0	16.7%	451.0	59.3%
1.0	0.0%	3.0	0.0%	0.0	0.0%	392.0	5.8%	11153.0	69.8%	9.0	1.2%
073 0	10 50	444	1708/	1930	C COV	100	20 70	2002.0	10.00	1300	17.10/
4527.0		2026.0	32.5%	752.0	28.5%	2009.0	29.7%		1.5%	23.0	3.0%
223.0	2.9%	489.0	7.9%	51.0	1.9%	754.0	11.1%	353.0	2.2%	26.0	3.4%
6.0	0.1%	7.0	0.1%	4.0	0.2%	46.0	0.7%	1.0	0.0%	0.0	0.0%
11.0	0.1%	12.0	0.2%	8.0	0.3%	50.0	0.7%	5.0	0.0%	0.0	0.0%
2044.0	26.2%	425.0	6.8%	0.0	0.0%	1321.0	19.5%	854.0	5.3%	578.0	76.0%
16.0	0.2%	2156.0	34.6%	1637.0	62.1%	641.0	9.5%	11432.0	71.6%	4.0	0.5%
718.0	9.2%	123.0	2.0%	626.0	23.7%	1964.0	29.0%	1784.0	11.2%	590.0	77.5%
5751.0	73.7%	2064.0	33.1%	989.0	37.4%	4433.0	65.6%	2943.0	18.4%	171.0	22.5%
1331.0	17.1%	4042.0	64.9%	1026.0	38.8%	365.0	5.4%	11241.0	70.4%	0.0	0.0%
606.0	7.8%	552.0	8.9%	370.0	14.0%	288.0	4.3%	0.0	0.0%	57.0	7.5%
6135.0	78.7%	5011.0	80.4%	2132.0	80.5%	6127.0	90.6%	5777.0	36.2%	676.0	88.8%
1059.0	13.6%	668.0	10.7%	147.0	5.5%	337.0	5.0%	392.0	2.5%	28.0	3.7%
0.0	0.0%	0.0	0.0%	0.0	0.0%	10.0	0.1%	9796.0	61.4%	0.0	0.0%

COVID-19 Testing RFP
Demographics Data

Rapid Reliable Testing	eliable	St. Christopher's Hospital	opher's	vybe urgent care	ent care	Total	<u>a</u>
Count	Percent	Count	Percent	Count	Percent	Count	Percent
444.0	36.8%	1240.0	55.0%	8329.0	17.1%	36373.0	29.3%
761.0	63.2%	1011.0	44.9%	12199.0	25.0%	47747.0	38.5%
0.0	0.0%	2.0	0.1%	28176.0	57.9%	39832.0	32.1%
בביז ה	4E 00/	0 555	14 20/	72076 0	A0 08/	0 5500	30.00
559.0	46.4%	345.0	15.3%	6620.0	13.6%	32244.0	26.0%
72.0	6.0%	419.0	18.6%	2659.0	5.5%	6000.0	4.8%
1.0	0.1%	3.0	0.1%	221.0	0.5%	323.0	0.3%
13.0	1.1%	434.0	19.3%	177.0	0.4%	796.0	0.6%
9.0	0.7%	730.0	32.4%	2300.0	4.7%	11426.0	9.2%
0.0	0.0%	0.0	0.0%	12851.0	26.4%	33292.0	26.9%
391.0	32.4%	992.0	44.0%	5617.0	11.5%	16576.0	13.4%
800.0	66.4%	1261.0	56.0%	30144.0	61.9%	72833.0	58.7%
14.0	1.2%	0.0	0.0%	12943.0	26.6%	34580.0	27.9%
200	4 000	0 00 0	16 28	2204 0	000	101700	14 78
723.0	60.0%	1423.0	63.2%	43404.0	89.1%	87932.0	70.9%
70.0	5.8%	462.0	20.5%	2006.0	4.1%	7672.0	6.2%
		2	000	00	20.00	101910	8 7%

Appendix G

#### Vaccine Advisory Committee members (as of September 16, 2020 - First Meeting)

#### **Health Department**

Caroline Johnson (Chair)

**Amber Tirmal** 

Veronica Alvarez

Jim Lutz

Jessica Caum

**Brandon Horvath** 

Joy Orji

#### Other Members

Anita Lewis (AmeriHealth Caritas)

Ala Stanford (Black Doctors COVID-19 Consortium)

Charlotte Moser (CHOP)

**Bruce Armon (Chamber of Commerce)** 

Darrell Davis (Chamber of Commerce)

Samantha Grannum (DBHIDS)

Thomas Hipper (Drexel University)

John Rich (Drexel University)

Sandra Collazo-Lopez (Esperanza)

Patricia Gadson (GPHA)

Janet Young (GPHA)

Rob Shipp (HAP)

Suzanne Cohen (Health Federation)

John Wierzbowski (Healthcare Coalition/UPHS)

Matthew Butler (Healthcare Coalition)

Richard Snyder (IBX)

Y. Lily Higgins (Keystone First)

Koert Wehberg (Mayor's Office)

**Gretchen Shanfeld (Nationalities Service Center)** 

Najja Orr (PCA)

Walter Tsou (PCMS)

Teri Henning (Pennsylvania Home Care Association)

Nicole Fuller (PHILAPOSH)

Pamela Drake (PHMC/PADOH/Healthcare Coalition)

Andrei Doroshin (Philly Fighting COVID)

Monica Medina McCurdy (Project HOME)

Dacey Stratton (Puentes de Salud)

Michael Phillips (UPenn)

P.J. Brennan (UPHS)

Kathy Epps (Urban League)

Appendix H

#### **Christopher D'Amore**

From:

Caroline Johnson

Sent:

Thursday, December 31, 2020 2:38 PM

To:

Andrei Doroshin

Subject:

RFP

Attachments:

RFP Community COVID-19 Vaccination 12.30.2020.pdf

This RFP will be posted on the city's website soon, but here is an advance copy. Please submit a budget for about \$500,000 to start. This is being funded by the City initially. We are hoping that significantly more funds can be awarded if Congress ever passes the covid relief bill, but we need to start conservatively. It is fine to include costs for your planning activities and the proposed Jan 8-9 event.

Caroline C. Johnson, MD
Deputy Commissioner
Philadelphia Department of Public Health
215-686-5206



# COVID-19 Community Vaccination Program Request for Proposals (RFP)

Thomas Farley, MD, MPH Commissioner

December 28, 2020

#### About the Philadelphia Department of Public Health

The mission of the Philadelphia Department of Public Health (PDPH) is to protect and promote the health of all Philadelphians and to provide a safety net for the most vulnerable. PDPH is the City of Philadelphia's lead public health agency responding to the coronavirus disease pandemic.

#### **About COVID-19**

COVID-19 is an infectious disease caused by the novel coronavirus, SARS-CoV-2. Since it was first detected in China in December 2019, there have been many millions of cases of COVID-19 in the United States and over 300,000 associated deaths. While many people only experience mild symptoms, some persons, including seniors and persons with chronic health conditions, are at higher risk for severe illness and death. Social distancing measures and use of face coverings have helped to mitigate transmission; however, some social distancing measures, such as school and business closures, have also resulted in social and economic hardships.

Immunization with a safe and effective COVID-19 vaccine is a critical component of the national strategy to reduce morbidity and mortality and to help restore societal functioning. While the ultimate goal is to offer COVID-19 vaccine to all people who wish to be vaccinated, there may be a limited supply of vaccine early in the COVID-19 vaccination program, so initial vaccination efforts will likely focus on those who are critical to the response, by providing direct care and maintaining societal function, as well as those at highest risk for developing severe illness from COVID-19.

#### **COVID-19 Vaccine Program**

Development and management of all COVID-19 Vaccines is a federalized program. The Centers for Disease Control and Prevention (CDC) allocates the vaccines for use by each of its 64 Immunization Programs, based on the jurisdiction's population size. The Philadelphia Department of Public Health is the lead agency in overseeing distribution of COVID-19 vaccines to residents of Philadelphia. Distribution will be different than for other vaccines. Healthcare providers and pharmacies will not be able to order this vaccine from manufacturers and suppliers directly. All ordering, storing, administration, and reporting of COVID-19 vaccine use will be managed or overseen by the Philadelphia Health Department. These processes must be conducted in accord with rules and practice guidelines established by the CDC and the FDA.

There are two COVID-19 Vaccines currently available in the US (as of December 2020) through Emergency Use Authorizations issued by the US Food and Drug Administration (FDA). Additional vaccine candidates are under evaluation now and may be available during the course of the COVID-19 Vaccination Program.

#### Purpose of this RFP

The Philadelphia Department of Public Health seeks to expand its usual network of vaccine providers by engaging agencies and organizations to build programs able to administer COVID-19 vaccine to Philadelphia residents. Specific objectives for the RFP are to:

- Build a robust vaccine administration network across the city
- Create vaccine access points in geographic areas and communities that are medically underserved
- Promote uptake of vaccine by Philadelphia residents
- Achieve high vaccine coverage rates across the city, in accord with established prioritization strategies



#### ABOUT THE COVID-19 COMMUNITY VACCINATION PROGRAM REQUEST FOR PROPOSALS

#### Required services

PDPH is partnering with PMHCC, Inc., a local nonprofit organization, to seek proposals from qualified agencies and organizations to implement the COVID-19 Vaccination Program (the Program).

The Program requires funded organizations to:

- Develop a comprehensive COVID-19 Vaccine administration program, including all required administrative, technical, and clinical components;
- 2) Manage, store, and handle COVID-19 Vaccine in accord with required procedures, as directed by PDPH
- 3) Administer COVID-19 vaccination to Philadelphia residents according to priority strategies in place at the time of the vaccination;
- Comply with COVID-19 prevention strategies, such as social distancing and masking, by enforcing requirements among staff and patients. This will also include appointment-based scheduling for intended vaccine recipients;
- 5) Implement a plan to assure receipt of second doses of vaccine, which may involve call-backs or reminders;
- 6) Promote uptake of vaccine among Philadelphia residents using creative and culturally-appropriate messaging;
- 7) Create a program that works to reduce health inequities for racial, ethnic, and disenfranchised minorities;
- 8) Create sustainability of vaccination program by implementing insurance billing of public and private health insurance providers;
- 9) Submit data and reports as may be required by PDPH.

#### Partners' roles and responsibilities

Organization	Responsibilities
Provider Organizations	<ul> <li>Provide services according to RFP criteria</li> <li>Spend funds in accordance with grant awards</li> <li>Serve as a positive ambassador for COVID-19 vaccinations</li> </ul>
Philadelphia Department of Public Health (PDPH)	<ul> <li>Provide funding</li> <li>Provide COVID-19 vaccine</li> <li>Provide training, instructions, and guidelines</li> <li>Provide access to scheduling software, PrepMod</li> <li>Facilitate connections to PDPH data systems, such as PhilaVax</li> </ul>
PMHCC, Inc.	<ul> <li>Administer contracts with Provider Organizations</li> <li>Pay Provider Organizations</li> </ul>

#### Factors for provider organizations to be successful

Provider Organizations must have experience in: providing patient care; community outreach; connecting to underserved and vulnerable populations; and complying with safety protocols and use of personal protective equipment (PPE). In addition, provider organizations must be comfortable adhering to federal guidelines and recommendations, yet be nimble enough to comply with frequent changes in federal guidelines and recommendations.

#### Timeline and proposals process

PDPH requests submission of proposals by January 22, 2021 but will continue to evaluate proposals on a rolling basis,



#### **COVID-19 Community Vaccination Program RFP**

as long as immunization services are required. Applications will be reviewed by PDPH, and the Program will notify applicants of a decision within 14 days of proposal receipt. Applicants should propose a timeline for providing vaccination services after notice of award. In general, PDPH expects awarded Provider Organizations to begin administering vaccines within 30 days of notice of award.

#### Contract amount and duration

Contract amounts will vary based on the number of persons expected to be served (e.g., vaccinated) and the ability of the Provider to target hard-to-reach populations. Reimbursements may be linked to achieving the proposed number of vaccinations.

Contracts will generally be awarded for a duration of six (6) months. PDPH may discontinue or extend a contract at any time. Contracts are subject to available funding and compliance with contract terms.



#### **PROGRAM REQUIREMENTS**

PDPH requires at least the services listed below, including the specific tasks and work activities described. Applicants may propose additional or revised tasks and activities but should explain why each is necessary and aligns with the Program's overall goals.

#### Deliverable 1: Develop a Comprehensive COVID-19 Vaccine Administration Program

#### Establish vaccination site(s), including defining hours and location

Providers will be expected to provide one or more vaccination spaces that maintain patient confidentiality and assure protection of staff and patients from COVID transmission. This space should include a computer with Internet access and a phone. The space should be easily accessible to the community, and ideally should be close to SEPTA services.

Both fixed and mobile services are eligible for funding. Sites that are created in new service locations that increase patient access will be viewed most favorably, as will mobile access points.

Hours of operation for vaccination services may be variable and should be described in detail by the Applicant. PDPH is particularly interested in services provided during evenings, nights, and/or weekends, which may be more convenient for essential workers across Philadelphia. Providers must:

- Develop a written protocol or plan for providing vaccinations
- Establish appointment and/or queuing procedures to protect staff and individuals to be vaccinated (PrepMod is a vaccine appointment scheduler that can be provided by PDPH for clinic use)
- Establish infection control procedures to protect staff and patients
- Publish and disseminate location(s) and schedule for vaccination, including on Citywebsites

#### Manage vaccine and supplies as provided by the CDC and/or PDPH

COVID-19 vaccine and certain vaccination supplies are provided by the CDC and/or PDPH. Each vaccine type will have storage and handling requirements specific to the product. Providers must:

- Agree to and sign the CDC COVID-19 Vaccine Provider Agreement
- Train on vaccine storage and handling procedures, as may be required by PDPH
- Store and handle vaccines according to the manufacturers' guidelines
- Undergo inspections and submit refrigerator/freezer temperature monitoring logs to PDPH, as might be required
- Order vaccine through PhilaVax to maintain adequate supplies to meet demand, but without stockpiling products
- Report vaccine inventory on a daily basis to CDC's Vaccine Finder

#### Provide a safe environment for staff and patients

Provider should operate the vaccination clinic and environment in a manner that assures safety for staff and patients. Security should be considered when deciding on locations, hours, and staffing levels for vaccination sites.

Provider is responsible for conducting health and temperature screenings for all staff and patients prior to entering the vaccination clinic. Persons with suspected illness must be excluded until the person has been screened for possible COVID infection. Provider is responsible for purchasing and maintaining consistent sourcing of personal protective equipment (PPE) appropriate for vaccination activities.

#### Provide staff to support clinic operations

Provider must staff the vaccination site to meet the needs of the community served. Providers must:

Maintain adequate staffing to accomplish vaccination registration, address patient questions and concerns,

#### COVID-19 Community Vaccination Program RFP

manage and administer vaccine, and collect required data elements for reporting.

• Employ staff who are culturally and linguistically appropriate for the population(s) to be served.

#### Deliverable 2: Administer COVID-19 Vaccination to Philadelphia Residents

Providers will be expected to administer vaccine to Philadelphia residents, in accord with the priority guidelines in place at the time of vaccination. Administration of vaccines must be performed by an authorized licensed/certified vaccinator and performed consistent with standards of medical care. The vaccination clinic must be under the direction or oversight of a Pennsylvania licensed physician, surgeon, or osteopath (the Medical Director). The Medical Director does not need to be physically on site at all times, but must be available to vaccinators to answer questions and address concerns of patients and staff. The Medical Director may issue Standing Orders that allow qualified immunizers to administer vaccinations without a patient-specific order.

#### Counsel patients about COVID-19 Vaccine before vaccination

Patients must be educated about COVID-19 vaccine before administration. Providers must:

- Provide intended vaccine recipient with the appropriate FDA Emergency Use Authorization (EUA)
- Answer intended vaccine recipient's questions or concerns
- Provide vaccination regardless of health insurance status or other protected status (see <u>City of Philadelphia Fair Practices Ordinance</u>)

#### Administration of COVID-19 Vaccine

Providers must follow the FDA Emergency Use Authorization (EUA) for Providers that is specific to the vaccine product to be administered. In addition, medical guidelines for patient screening should be established at each site.

- Determine eligibility for each patient to receive COVID-19 vaccine
- Screen patient for contraindications to vaccination, which at the present time includes age, history of anaphylaxis to injectable medical products, and prior reaction to COVID-19 Vaccine
- Maintain familiarity with vaccine products, eligibility criteria, and vaccine contraindications, as these will continue to change
- Prepare vaccine for injection in accord with manufacturers' recommendations, as provided in the EUA for Providers
- Administer the vaccine according to manufacturers' recommendations, as provided in the EUA for Providers, and in a manner that is consistent with accepted medical practices.

#### Observation Post-Administration of COVID-19 Vaccine

Although acute adverse events are rare following vaccination, the Provider must be prepared to handle urgent past-vaccination events.

- Create a response protocol for serious allergic events, e.g., anaphylaxis, that might follow COVID-19 vaccination
- Train all clinical staff about responding to anaphylaxis
- Maintain medical supplies for treating anaphylaxis, including injectable epinephrine. Advanced levels of treatment are not required. Initiating a response though 9-1-1 Emergency Medical Services is adequate.
- Establish a 15-minute observation for all patients following vaccination. For patients with histories of any serious allergy, the observation period should be increased to 30 minutes
- Observation periods can be conducted in non-clinical areas and involve non-clinical staff, however, a clinician must always be ready to respond.
- Encourage patients to participate in the CDC's v-safe program, which is an online reporting software that allows
  easy reporting of post vaccination symptoms.
- Report all serious adverse events to COVID-19 vaccination to PDPH

#### Documentation Post-Administration of COVID-19 Vaccine

• The person administering the vaccine must complete all required data in the Vaccine Administration Record or

#### COVID-19 Community Vaccination Program RFP

its equivalent, such as in an Electronic Health Record.

- Immunization records for all vaccines administered in the City of Philadelphia are reportable to PhilaVax, the City's Immunization Information System (see below).
- Provide a completed vaccination card to the recipient or their caregiver

#### Second Dose Vaccine Requirements

COVID-19 Vaccines that are currently authorized by FDA EUA require a second dose. The interval between doses is dependent on the product used. Providers must:

- Advise the patient on when the second dose is due
- Assure that patient understands the requirement that the second dose must be the same product used as the
  initial dose.
- If possible, provide an appointment for the return visit for the second dose of vaccine.
- Implement a reminder-recall system for patients who miss second dose appointments

#### **Deliverable 3: DataCollection and Reporting**

Assure appropriate data collection and submission to PDPH.

#### Collect all mandatory data elements for documenting vaccination

- Work with PDPH to identify mandatory data elements appropriate for the vaccination clinic
- Employ a data system or data table or other digital means to capture the required elements. Propose the data solution that you wish to use in your application, but you must receive prior approval for use of the selected data solution before implementing. You may consult with the PDPH data team when developing your application, by emailing <u>COVIDVax@phila.gov</u>
- Train staff on inputting data elements into the selected data system

#### Transfer vaccination data digitally to PDPH within 24 hours of a vaccination clinic or event

- Data transfer must be performed in a manner approved by PDPH
- Data transfer must be secure
- Alert PDPH promptly of errors in data transfer or transmission

#### Provide monthly reports on vaccination activities

- Provide monthly summary reports on vaccination activities from your program
- Include information on events that may not be captured in daily data transfers. For example, numbers of
  patients who present for vaccination but are determined to be ineligible, patients with adverse events following
  vaccination, etc
- Periodic reporting of patient knowledge, perceptions, and opinions on COVID-19 vaccination would be welcome inclusions.

#### Invoices and fiscal reports

At a minimum, the successful Applicant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service. Invoices shall conform to approved budget and shall not exceed awarded amount.

#### Deliverable 4: Create Sustainability of Vaccination Program through Billing

Vaccine and vaccine-related supplies are provided free of charge to the Provider. The federal government mandates that no expenses be passed to the patient by vaccine providers. However, providers may charge insurers a fee for administration of vaccine. Under no circumstance may the Provider charge patients a Co-pay, deductible allowance, or other fee related to the visit. Over time, it is hoped that insurance billing will be able to cover expenses for running the vaccination program, thus, creating sustainability.



#### Establish and/or implement billing processes while assuring no out-of-pocket charges to patients

- Collect health insurance information for vaccinated persons
- Bill individual health insurance for vaccination costs, including for private health insurance plans, Medicaid plans, and Medicare
- Participate in the <u>federal COVID-19 Claims Reimbursement Program</u> to obtain reimbursement for vaccinating uninsured people
- Assure that patients do not incur any out-of-pocket costs for vaccination or patient care

#### **HOW TO APPLY**

Applicants submit proposals via this web link: https://philadph.formstack.com/forms/covid19\_community\_vax\_program\_rfp

The requirements for a complete proposal to be considered are:

A. Applicant Organization - up to two (2) pages

Provide information summarizing:

- o Structure of Provider Organization (e.g. nonprofit, for-profit)
- o Employer Identification Number (EIN)
- o Services currently offered by Provider Organization and population(s) served
- o Experience providing services similar to or relevant to those in this Program
- o Medical qualifications and Pennsylvania licensing of clinical staff involved in this project
- o Staffing plan for your Vaccination Program
- Names and contact information for two (2) references familiar with the work of the organization

If the applicant plans for subcontractor(s) to provide some of the services, this information must be provided for all subcontractors.

B. Program Narrative – up to six (6) pages

This section must respond to each item described in this RFP. Responses should state in detail how the Provider Organization will carry out each task, including the specific personnel and job titles responsible for completing each task. The Program Narrative should be organized using the same sections in this RFP.

- Deliverable 1: Develop a Comprehensive COVID-19 Vaccine Administration Program
  - o Name specific address(es) of vaccination site(s) if known
  - o Describe if space is owned, leased, or if there is another arrangement
  - o Describe dates of service (start and end)
  - o Describe hours of operation by day for vaccination site(s)
  - o Describe appointment scheduling plan and/or data system for scheduling
  - o Describe vaccine management plan, include refrigeration and freezer availability
  - o Describe plan to provide site security and PPE
  - o Describe activities to promote or advertise vaccination services at your site
  - o Describe how you will restrict vaccination to Philadelphia residents
  - o Describe how your proposal will reduce health inequities



- Deliverable 2: Administer COVID-19 Vaccination to Philadelphia Residents
  - o Describe process of screening patients for eligibility to be vaccinated
  - o Describe symptom screening at intake
  - o Describe vaccination consent process (written consent not required)
  - o Describe vaccination workflow through the clinic/event
  - o Describe process for screening patients for contraindications to vaccination
  - o Describe how you will monitor patients post-vaccination and be prepared to respond
  - o Describe how you will handle infectious wase
  - o Describe how you will assure that patients receive a second dose of vaccine
  - Provide a target number of vaccinations to be accomplished. This can be per hour/per day/ per week, depending on your plan
- Deliverable 3: Data Collection and Reporting
  - o Describe data system for collecting mandatory elements for reporting, including:
    - Who will collect the data
    - Who will enter the data
    - Who will assure or review quality and completeness of data
  - o Describe how data will be transferred to PDPH, including:
    - Frequency of data transfer
    - Method of data transfer
    - Person/position responsible for data transfer
  - o Describe plan for monthly reporting
- Deliverable 4: Billing
  - o Describe plan for implementing insurance billing for vaccinations
  - o Describe intended billing system(s) and vendor(s) proposed, if applicable
- C. Budget up to two (2) pages

Applicants should submit a Budget and Justification that describes line-item costs broken down into at least the following categories. Applicants may use more categories if desired.

- Personnel cost by role, including hourly rates and fringe/benefits costs if included
- PPE supplies
- Infectious waste and trash disposal
- Software and hardware purchases and licenses
- Facility leases and related facility expenses
- Costs to submit bills to public and private health insurers

In accordance with <u>45 CFR §75.430</u>, staff compensation must be considered reasonable and comparable to similarly appointed positions in the labor market, and not more than \$197,300 annual salary per federal grant requirements.

Overhead or administrative rates of up to ten (10) percent will be considered. Organizational infrastructure costs should be included in the maximum indirect rate of 10%, and may include but are not limited to utilities, building maintenance, and accounting. Budget proposals will be considered "fixed price" proposals, and thus no payment will be made beyond the total Budget amount proposed.



#### Eligible expenditures:

- Computers
- Equipment
- Communications, connectivity
- Vaccination supplies
- Lease costs
- PPE supplies
- Publicity for vaccination services
- Refrigerators/freezers
- Security
- Staff salary + benefits
- Training
- Printing, promotional materials
- Waste disposal
- Leasing of vehicles
- Local travel for mobile clinics

#### Ineligible expenditures:

- Air travel
- Building acquisition
- Entertainment
- Firearms
- Food and beverages
- Honoraria or gifts
- Hotel or lodging
- Legal fees
- Loans
- Lobbying or advocacy
- Research expenditures
- Purchase of Vehicles
- Fundraising Costs

#### D. Attachments

- Required: Resume(s) and License(s) for Medical Personnel
- Optional: Letter(s) of Reference or Support



#### **SELECTION PROCESS**

#### **Selection committee**

PDPH and PMHCC will convene a diverse selection committee to make award decisions on a rolling basis. If PDPH chooses to award a contract, that contract will be awarded to the Applicant whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest. PDPH may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price.

#### **Eligibility criteria**

- Eligible applicants may be nonprofit or for profit.
- Must demonstrate the ability to provide services sought through this RFP
- Must have the capacity to obtain PPE
- Must have capacity to store vaccines in accord with manufacturers' requirements
- Must have a licensed medical director who can develop standing orders and direct a vaccination program
- Must have technical capacity to collect and transmit data as described in this RFP
- Must show that their Plan is targeted to Philadelphia residents and works to achieve health equity across all races, ethnicities, and disenfranchised persons

#### Selection criteria

PDPH will base its selection on criteria that include, but are not limited to:

- · ABILITY: Ability to realistically meet all RFP requirements, requiring minimal PDPH oversight
- COMMUNITY CONNECTIONS: History of trusted relationships with targeted population
- COST: Proposed cost per vaccination
- POPULATION(S) SERVED: Plan to reach populations that are high priority and unlikely to access existing systems of care
- READINESS TO PROCEED QUICKLY
- SAFETY: Proposal addresses experience with privacy and safety requirements
- SITE: Proposed site selection considers accessibility, safety and populations served
- VOLUME: Number of vaccinations projected to be performed per week



#### **COVID-19 Community Vaccination Program RFP**

#### Rights and options afforded to PDPH, PMHCC, and the City

PDPH and PMHCC reserve and may, in their sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

- to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this RFP;
- to reject any proposal if, in the City's sole judgment, the Applicant has been delinquent or unfaithful in the
  performance of any contract with the City or with others; is financially or technically incapable; or is otherwise
  not a responsible Applicant;
- to waive any defect or deficiency in any proposal, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;
- to require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;
- to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual
  Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or
  reduction of the scope of services or changes in any other terms of the submitted proposals, without informing
  other Applicants of the changes or affording them the opportunity to revise their proposals in light thereof,
  unless the City, in its sole discretion, determines that doing so is in the City's best interest;
- to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
- to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an
  Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter
  into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the
  City to do so;
- to elect not to enter into any contract with any Applicant, if the City determines that it is in the City's best interest to do so;
- to require any one or more Applicants to make one or more presentations to the City as determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;
- to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);
- to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;
- to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,
- to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post online.



#### **OTHER REQUIREMENTS**

#### General disclaimer

This RFP does not commit PDPH or PMHCC to award a contract. This RFP and the process it describes are proprietary and are for the sole and exclusive benefit of PDPH. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of PMHCC and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if so requested.

#### **Performance standards**

PDPH reserves the right to reject any item of work that does not meet its minimum standards of performance and quality, or that does not conform to the services described in this RFP. Neither PDPH, the City, nor PMHCC shall be obligated to pay for rejected work.

#### **Expectations of awarded Provider Organizations**

It is the expectation of PDPH and PMHCC that Provider Organizations can meet the following criteria:

- Provider Organization has all required licenses and permits and is current with respect to the payment of City taxes and or other indebtedness owed to the City, including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia, and is not in violation of other regulatory provisions contained in the Philadelphia Code.
- Provider Organizations will exercise its "Best and Good Faith Efforts" to assure participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in City of Philadelphia Executive Order 03-12.
- Provider Organizations will adhere to the <u>City of Philadelphia's Fair Practices Ordinance</u>, as defined in Chapter 91100 of the Philadelphia Code. The Fair Practices Ordinance prohibits discrimination in the delivery of City
  services on the basis of ancestry, breastfeeding, color, disability, domestic or sexual violence, ethnicity, gender
  identity, familial status, marital status, national origin, race, religion, retaliation, sex, and sexual orientation.
- Provider Organization can attest it has no civil, criminal, or bankruptcy litigation; debarment or suspension
  proceedings; criminal convictions or indictments; or any order or agreement issued by a court or local, state, or
  federal agency that would impact its ability to safely and credibly meet Program requirements.
- Provider Organization is fiscally solvent and has the financial capability to perform the work sought by this RFP.
- Provider Organization is in compliance with the <u>City of Philadelphia's 21st Century Minimum Wage and Benefits</u>
  <u>Ordinance</u>, as defined in Chapter 17-1300 of the Philadelphia Code.
- Provider Organization understands that the work to be provided under any contract entered into pursuant to this
  RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA), as amended,
  and/or other state or federal laws or regulations governing the privacy and security of health information.
  Applicant must understand and comply with the "Terms and Conditions Relating to Protected Health
  Information" which are posted on the City's website at https://secure.phila.gov/eContract/ under the "About"
  link.

#### Use of subcontractors

Applicant must state the intention to use subcontractors to perform any portion of the work sought by this RFP. For



#### **COVID-19 Community Vaccination Program RFP**

each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses.

#### **Revisions to this RFP**

PDPH and/or PMHCC reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted online. It is the Applicant's responsibility to check the website frequently to determine whether additional information has been released or requested.

#### **City Employee Conflict Provision**

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

#### Proposals are binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the City's sole discretion, result in rejection of Applicant's proposal.



#### **ACRONYMS AND DEFINITIONS**

CDC Centers for Disease Control and Prevention

COVID-19 Novel coronavirus disease 2019
EUA Emergency Use Authorization
FDA Food and Drug Administration

PDPH Philadelphia Department of Public Health

PhilaVax Philadelphia's Immunization Information System

PPE Personal Protective Equipment

PrepMod Vaccination scheduling software (can be provided by PDPH)

#### **KEY CONTACTS**

All questions concerning this RFP must be submitted in writing via email to the PDPH at the COVIDVax@phila.gov

PDPH and PMHCC will respond to questions it considers appropriate to the RFP, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the Program's application website. PDPH and PMHCC reserve the right, in their discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any City, PDPH, or PMHCC employee or agent shall be binding or in any way considered to be a commitment by the City.



Appendix I

#### Philadelphia Immunization Program



Resize font:

If you need assistance please email PDPH's Immunization Program

The Centers for Disease Control and Prevention (CDC) greatly appreciates your organization's (hereafter referred to as Organization) participation in the CDC COVID-19 Vaccination Program.

Your organization's chief medical officer (or equivalent) and chief executive officer (or chief fiduciary) are the Responsible Officers for the CDC COVID-19 Vaccination Agreement.

As the Responsible Officers, the chief medical officer (or equivalent) and chief executive officer (or chief fiduciary), (hereafter referred to as the Responsible Officers) must complete and sign the CDC COVID-19 Vaccination Program Provider Requirements and Legal Agreement Section A).

The CDC COVID-19 Vaccination Program Provider Profile Information (Section B) must be completed for each vaccination location covered under the Organization listed in Section A.

#### Instructions for Chief Medical Officer (CMO) or Equivalent:

Review this form in its entirety. Complete the **Chief Medical Officer (or Equivalent)**Information and Chief Medical Officer (or Equivalent) Signature Sections of **Section A.** After entering your signature and signature date, scroll to the bottom of the form and click **Submit.** After clicking submit you will be redirected to a **survey queue page** where there will further instructions.

The other sections of this form will be completed by the CEO and the office manager or other clinical person familiar with the requested information at **each vaccination location**. Multiple copies of Section B can be generated on the **survey queue page**. Each **vaccination location** will need to identify 2 individuals to serve as the primary and back-up contacts for COVID vaccine communication, referred to as the **COVID19 vaccine coordinators**.

#### Section A. COVID-19 Vaccination Program Provider Requirements and Legal Agreement

#### **ORGANIZATION IDENTIFICATION**

	Organization's Legal Name:
	* must provide value
	Number of affiliated vaccination locations covered by this agreement: (record the answer as an integer)
	* must provide value
PROPERTY	Organization telephone number:
	* must provide value
	Email (must be monitored and will serve as dedicated
	contact method for the COVID-19 Vaccination Program):
	* must provide value
	Organization street address:
	* must provide value

Organizations address city:  * must provide value	Philadelphia
Organization address county:	Philadelphia
* must provide value	
Organizations address state:	PA
* must provide value	1.5.5.5.
Organization address zip code:	
* must provide value	
ONSIBLE OFFICERS	
e purposes of this agreement, in ac	dition to Organization, Responsible Office
d below will also be accountable for	r compliance with the conditions specified
greement. The individuals listed be	low must provide their signature after
wing the agreement requirements.	ion mast provide their signature after
Medical Officer (or Equivalent) Info	rmation
First name:	
* must provide value	
Last name:	
* must provide value	
Middle Initial	
Title:	
* must provide value	
Licensure state:	PA
* must provide value	1
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#### CDC COVID-19 Vaccination Program Provider Agreement

#### **AGREEMENT REQUIREMENTS**

I understand this is an agreement between Organization and CDC. This program is part of a collaboration under the relevant state, local, or territorial immunization program's cooperative agreement with CDC. To receive one or more of the publicly funded COVID-19 vaccines (COVID-19 vaccine), constituent products, and ancillary supplies at no cost, Organization agrees that it will adhere to the following requirements:

- 1. Organization must administer COVID-19 vaccine in accordance with all requirements and recommendations of CDC and CDC's Advisory Committee on Immunization Practices (ACIP).1
- 2. Within 24 hours of administering a dose of COVID-19 vaccine and adjuvant (if applicable), Organization must record in the vaccine recipient's record and report required information to the relevant state, local, or territorial public health authority. Details of required information (collectively, Vaccine Administration Data) for reporting can be found on CDC's website. Organization must submit Vaccine Administration Data through either
- (1) the immunization information system (IIS) of the state and local or territorial jurisdiction or
- (2) another system designated by CDC according to CDC documentation and data requirements.<sup>2</sup> Organization must preserve the record for at least 3 years following vaccination, or longer if required by state, local, or territorial law. Such records must be made available to any federal, state, local, or territorial public health department to the extent authorized by law.
- Organization must not sell or seek reimbursement for COVID-19 vaccine and any adjuvant, syringes, needles, or other constituent products and ancillary supplies that the federal government provides without cost to Organization.
- 4. Organization must administer COVID-19 vaccine regardless of the vaccine recipient's ability to pay COVID-19 vaccine administration fees or coverage status. Organization may seek appropriate reimbursement from a program or plan that covers COVID-19 Vaccine administration fees for the vaccine recipient. Organization may not seek any reimbursement, including through balance billing, from the vaccine recipient.
- 5. Before administering COVID-19 vaccine, Organization must provide an approved Emergency Use Authorization (EUA) fact sheet or vaccine information statement (VIS), as required, to each vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative.
- 6. Organization's COVID-19 vaccination services must be conducted in compliance with CDC's Guidance for Immunization Services During the COVID-19 Pandemic for safe delivery of vaccines.<sup>3</sup>
- 7. Organization must comply with CDC requirements for COVID-19 vaccine management. Those requirements include the following:
- a) Organization must store and handle COVID-19 vaccine under proper conditions, including maintaining cold chain conditions and chain of custody at all times in accordance with the manufacturer's package insert and CDC guidance in CDC's Vaccine Storage and Handling Toolkit, which will be updated to include specific information related to COVID-19 vaccine;
- b) Organization must monitor vaccine storage unit temperatures at all times using equipment and practices that comply with guidance in CDC's Vaccine Storage and Handling Toolkit\*;
- c) Organization must comply with each relevant jurisdiction's immunization program guidance for dealing with temperature excursions;
- d) Organization must monitor and comply with COVID-19 vaccine expiration dates; and e) Organization must preserve all records related to COVID-19 vaccine management for a minimum of 3 years, or longer if required by state, local, or territorial law.
- 8. Organization must report the number of doses of COVID-19 vaccine and adjuvants that were unused, spoiled, expired, or wasted as required by the relevant jurisdiction.
- Organization must comply with all federal instructions and timelines for disposing of COVID-19 Vaccine and adjuvant, including unused doses.<sup>5</sup>
- 10. Organization must report any adverse events following vaccination to the Vaccine Adverse Event Reporting System (VAERS) (1-800-822-7967 or http://vaers.hhs.gov/contact.html).
- 11. Organization must provide a completed COVID-19 vaccination record card to every COVID-19 vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative. Each COVID-19 vaccine shipment will include COVID-19 vaccination record cards.
- 12. a) Organization must comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 vaccine. b) Organization must administer COVID-19 vaccine in compliance with all applicable state and territorial vaccination laws.
- By signing this form, I certify that all relevant officers, directors, employees, and agents of Organization involved inhandling COVID-19 vaccine understand and will comply with the agreement requirements listed above and that the information provided in sections A and B is true.

The above requirements are material conditions of payment for COVID-19 vaccine administration claims submitted by Organization to any federal healthcare benefit program, including but not limited to Medicare, Medicaid, and the Health Resources and Services Administration COVID-19 Uninsured Program. Reimbursement for administering COVID-19 vaccine is not available under any federal healthcare benefit program if Organization fails to comply with these requirements with respect to the administered COVID-19 vaccine dose. Each time Organization submits a reimbursement claim for COVID-19 vaccine administration to any federal healthcare benefit program, Organization expressly certifies that it has compiled with these requirements with respect to that administered dose.

Non-compliance with the terms of Agreement may result in suspension or termination from the CDC COVID-19 Vaccination Program and criminal and civil penalties under federal law, including but not limited to the False Claims Act, 31 U.S.C. § 3729 et seq., and other related federal laws, 18 U.S.C. §§ 1001, 1035, 1347, 1349.

By entering Agreement, Organization does not become a government contractor under the Federal Acquisition Regulation.

Coverage under the Public Readiness and Emergency Preparedness (PREP) Act extends to Organization if it compiles with the PREP Act and the

PREP Act Declaration of the Secretary of Health and Human Services.<sup>4</sup>

#### Footnotes:

- 1. https://www.cdc.gov/vaccines/hcp/aclp-recs/index.html
- 2.https://www.cdc.gov/vaccines/programs/iis/index.html
- 3. https://www.cdc.gov/vaccines/pandemic-guidance/index.html
- 4.https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html
- 5. The disposal process for remaining unused COVID-19 Vaccine and adjuvant may be different from the process for other vaccines; unused vaccines must remain under storage and handling conditions noted in Item 7 until CDC provides disposal instructions; website URL will be made available.
- 6. https://vaers.hhs.gov/reportevent.html
- 7. See Pub. L. No. 109-148, Public Health Service Act §§ 319F-3 and 319F-4, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e; 85 Fed. Reg. 15,198, 15,202 (March 17, 2020).

First Name:  • must provide value	
Last Name: * must provide value	
Middle Initial	
Signature • must provide value	<b>→</b> Add signature
Signature date: * must provide value	2021-03-03 Today Y-M-D

#### STOP

You have completed the Chief Medical Officer signature section. The NEXT section is for the CEO or CFO to signify approval. If you are signing off as the CEO or CFO, please complete the next section labeled Chief Executive Officer (or Chief Fiduciary) Information. If you do not have a CEO or CFO, the CMO may complete the section.

The following sections of this form may be reviewed and completed in it's entirety if there is onlyone vaccination facility or a single person is familiar with all the information required for each vaccination facility. If multiple individuals need to complete the form, please follow these instructions:

Scroll past the CEO and Part B sections and click "Submit" for now. You will be redirected to another web page and provided with a link that can be shared with the CEO and each individual/ facility needed to complete this form. Further instructions will be included on the redirect page.

First name:	
Last name:	
Middle Initial	
Telephone:	
Email:	
Address:	
cutive Officer (or Chief Fiduciary)	
First Name	
Last Name	
Middle Initial	
Signature	₩ <u>Add sign</u>
Signature date:	Today Y-M-D

The below section can be reviewed but does not need to be completed by the CMO. If not completing this section (Section B), please scroll to the bottom and click submit.

## Section B. CDC COVID-19 Vaccination Program Provider Profile Information

Please complete and sign this form for your vaccination location. If you are enrolling on behalf of more than one vaccination location affiliated with your Organization, complete and sign a separate form for each location. Each individual Organization's vaccination location must adhere to the requirements listed in Section A.

O Yes	
O No	
<b>O</b> 110	resi
ACCINE COORDINATOR	
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ACCINE COORDINATOR	
ACCINE SHIPMENTS	
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City	
County:	
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RGANIZATION ADDRESS OF LOCATION WHERE CO	OVID-19 VACCINE WILL BE ADMINISTERED (IF DIFFERENT FROM
Street address 1:	
Street address 2:	
City:	
County:	
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Fax:	
AYS AND TIMES VACCINE COORDINATORS ARE AV	AILABLE FOR RECEIPT OF COVID-19 VACCINE SHIPMENTS
Monday:	
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Thursday:	
Friday:	
DC COVID-19 Vaccination Program Provider Profi	le Information

Commercial vaccination service provider     Corrections/detention health services     Health center - community (non-Federally Qualified Health Center)     Health center - migrant or refugee
Qualified Health Center)
The state of the s
- Health center inigiant of felagee
O Health center - occupational
O Health center - STD/HIV clinic
O Health center - student
O Home health care provider
O Hospital
O Indian Health Service
O Tribal health
O Medical practice - family medicine
O Medical practice - pediatrics
Medical practice - internal medicine
O Medical practice - OB/GYN
O Medical practice - other specialty
O Pharmacy - chain
O Pharmacy - independent
O Public health provider - public health clinic
O Public health provider - Federally Qualified Health Center
O Public health provider - Rural Health Clinic
O Long-term care - nursing home, skilled nursing facility, federally certified
O Long-term care - nursing home, skilled nursing facility, non-federally certified
O Long-term care - assisted living
O Long-term care - intellectual or developmental disability
O Long-term care - combination (e.g., assisted flying and nursing home in same facility)
O Urgent care
O Other
rese

SETTING(S) WHERE THIS LOCATION WILL ADMINISTER COVID-19 VACCINE (SELECT ALL THAT APPLY)	Childcare or daycare facility
	College, technical school, or university
	Community center
	Correctional/detention facility
	<ul> <li>Health care provider office, health center medical practice, or outpatient clinic</li> </ul>
	Hospital (i.e., inpatient facility)
	☐ In-home
	<ul> <li>Long-term care facility (e.g., nursing hom assisted living, independent living, skille nursing)</li> </ul>
	Pharmacy
	<ul> <li>Public health clinic (e.g., local health department)</li> </ul>
	School (K - grade 12)
	☐ Shelter
	Temporary or off-site vaccination clinic - point of dispensing (POD)
	☐ Temporary location - mobile clinic
	☐ Urgent care facility
	☐ Workplace
	Other
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Number of influenza vaccine doses administered during the peak week of the 2019-20 influenza season: (Enter "0" if no influenza vaccine doses were administered by this location in 2019-20)		
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LATION(S) SERVED BY THIS LOCATION	kanggalaman gyggangan mgagi mpatis an sistelihilikilikilih kalandanan sahanan permanangan mgaganan mgagan mbilikilih kalandan angad dan digaganan ng	
POPULATION(S) SERVED BY THIS LOCATION (SELECT	General pediatric population	
ALL THAT APPLY)	General adult population	
	Adults 65 years of age and older	
	Long term care facility residents (nur home, assisted living, or independer living facility)	
	Health care workers	
	<ul> <li>Critical infrastructure/essential work (e.g., education, law enforcement, food/agricultural workers, fire service</li> </ul>	
	Military - active duty/reserves	
	☐ Military - veteran	
	People experiencing homelessness	
	☐ Pregnant women	
	Racial and ethnic minority groups	
	☐ Tribal communities	
	People who are incarcerated/detains	
	People living in rural communities	-u
	People who are under-insured or uninsured	
	People with disabilities	
	People with underlying medical	
	conditions • that are risk factors for COVID-19 illness	se
	Other people at higher-risk for COVII	D-
Other, specify:		
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DOES YOUR ORGANIZATION CURRENTLY REPORT VACCINE ADMINISTRATION DATA TO THE STATE.	O Yes	
LOCAL, OR TERRITORIAL IMMUNIZATION	O No	
INFORMATION SYSTEM (IIS)?	O Not applicable	
IIS Identifier:		
If NO, please explain planned method for reporting vaccine administration data to the jurisdiction's IIS or other designated system as required:		

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MATED NUM CINATION PE IPERATURES:	BER OF 10-DOSE MULTIDOSE VIALS (MDVs) YOUR RIODS (E.G., DURING BACK-TO-SCHOOL OR INFLL	LOCATION IS ABLE TO STORE DURING PEAK JENZA VACCINE SEASON) AT THE FOLLOWING
Approx to 8°C):	t # of additional 10-dose MDVs Refrigerated (2°C :	
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	and/model/type of storage units to be used for COVID-19 vaccine at this location:	
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Appendix J

#### **Press Release**

For Immediate Release: January 8, 2021

Contact:
James Garrow
james.garrow@phila.gov

## City and Philly Fighting Covid Kick Off First Community Mass Vaccination Clinic for Healthcare Workers

Philadelphians encouraged to start the vaccine registration process by pre-committing for a vaccine inorder to stay up-to-date on when it's their turn and provide the City with information to shape vaccine distribution plans

PHILADELPHIA—As part of a unique public/private partnership, the City and Philly Fighting Covid kicked off the first community mass vaccine clinic in Philadelphia with a goal of vaccinating home healthcare workers and other unaffiliated healthcare workers against COVID-19. Up to 2,000 healthcare workers can be vaccinated at this clinic, which is open to those who have been invited only. Invitees include home homecare workers, dentists, and other unaffiliated healthcare workers.

Deputy Health Commissioner Dr. Caroline Johnson said, "Administering COVID vaccine to every Philadelphian is the single most important thing that we can do to end the pandemic. And by ensuring that those who are at the highest risk of being exposed get vaccinated first, we can help to save lives and protect our healthcare system until everyone has the ability to get a vaccine. Today's clinic is an important step toward that goal."

As part of their response to the COVID-19 pandemic, the City is working to distribute COVID-19 vaccine to all Philadelphians according to a prioritization scheme developed by the City's Vaccine Advisory Committee, with input from more than 40 experts in public health, healthcare, ethics, and community leaders. The prioritization scheme is based on protecting those at the highest risk of exposure and/or poor outcomes. The people in the first priority group, or Phase 1a, are healthcare workers and residents of long-term care facilities or nursing homes. The Vaccine Advisory Committee is currently developing the list of groups to be included in Phase 1b.

"Over the past six-months, Philly Fighting Covid has worked in lock-step with the Philadelphia Department of Public Health to prepare to inoculate everyone who wants a vaccine in Philadelphia," said, Andrei Doroshin, Founder and CEO of Philly Fighting Covid. "The first

community mass vaccination clinic opening today in Philadelphia serves as a blueprint for designing mass clinics across our city and country that ensure maximum safety, efficiency, and patient privacy while administering more than 50x the daily vaccines that we administered during the H1N1 pandemic. This clinic is a reminder of what can be done when we come together to solve challenges and a promise of more good things to come for the City of Philadelphia."

The Health Department is encouraging ONLY healthcare workers to register to be contacted about receiving a vaccine on their website.

Everyone else in Philadelphia is being encouraged to begin the registration process for a vaccine by pre-committing for a vaccine at <a href="www.PhillyFightingCovid.com">www.PhillyFightingCovid.com</a>. The pre-commitment form requires Philadelphians interested in a vaccine to provide personal information, including their name, contact information, occupation, and where they live and work, and signs them up to receive updates about the status of vaccine administration across the City and when it's their turn to be vaccinated. It's not a requirement to pre-commit to receive a vaccine, but pre-committing now helps inform Philly Fighting Covid and the City's plans for making vaccinations available to anyone who wants one.

Press who need images and more information about today's clinic can download a <u>vaccine</u> <u>clinic schematic and fact sheet</u>.

###

Philly Fighting Covid (PFC) was founded in 2020 at the beginning of the COVID-19 Pandemic by a group of forward-thinking engineers and scientists who refused to stand idle. First, PFC produced PPE for health care workers and that evolved into a partnership with the Philadelphia Department of Public Health to provide free, COVID-19 testing to more than 20,000 people in neighborhoods with inequitable access to quality healthcare. In January 2021, PFC opened the first mass community vaccination clinic in Philadelphia and is now the preeminent blueprint for mass clinic design and operations because it maximizes safety, efficiency, and patient privacy while administering more than 50x the daily vaccines that we administered during the H1N1 pandemic. To learn more, visit www.phillyfightingcovid.com.

# **Mass Vaccination Event**

## For Philadelphia Healthcare Personnel

Philly Fighting COVID and the Philadelphia Department of Public Health are hosting a mass COVID-19 vaccination event for healthcare personnel. **This event is limited to healthcare personnel who are Philadelphia residents only.** Supply is limited to 2,000 doses.

Register Today!

## When

January 8th - 9th at 9am-1pm & 2pm-7pm

## Where

Philadelphia Convention Center at the 12th & Arch St. entrance



Appendix K

### **Philly Fighting COVID Vaccine Clinics**

Date	<u>For</u>	Brand	Given Doses	Doses Used	Doses Returned	Count*
8-Jan	PFC	Moderna	1200	1190	10	1124
9-Jan	PFC	Moderna	1420	1380	40	1380
15-Jan	PFC	Moderna	1300	1300	0	1201
16-Jan	PFC	Moderna	1390	1150	240	1231
23-Jan	PFC	Pfizer	1950	1500	450	1817
		TOTALS	7260	6520	740	6753

<sup>\*</sup> Count is the number of individuals reported to the Department as receiving a covid 19 vaccine dose from PFC clinics.

Health officials report that it is possible to draw more doses out of a vial, particularly with the Pfizer product, thus accounting for higher Count totals when compared to the Doses Used. When questioned about a day's Count total falling under the Doses Used, they reported that the number of doses drawn from a vial depends on several factors including, the skill of the person drawing up and the type of syringe used. The count may have also been affected by difficulties PFC experienced reconciling tallies during a data recovery when PrepMod servers went down the first two days.