

Amendment No. 3
to
Contract No. 5600 NI160000008
for
Consultative Services Regarding Electronic Health Records
between
Texas A&M Health Sciences Center
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 16, 2018 through December 15, 2019. One (12-month) options will remain.
- 2.0 The total contract amount is increased by \$50,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/14/2015 – 12/15/2016	***************************************	
	\$50,000.00	\$50,000.00
Amendment No. 1: Option 1 – Extension 12/16/2016 – 12/15/2017		
	\$50,000.00	\$100,000.00
Amendment No. 2: Option 2 – Extension 12/16/2017 – 12/15/2018		
'	\$50,000.00	\$150,000.00
Amendment No. 3: Option 3 – Extension 12/16/2018 – 12/15/2019		
·	\$50,000.00	\$200,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

12/13/2018

Printed Name: <u>Jeff Burton</u>, <u>CPA</u>
Authorized Representative

Texas A&M Health Science Center Rural & community Health Institute

1267 TAMU

Sign/Date:

College Station, TX 77845

Sign/Date:

Printed Name: 1975
Authorized Representative

Sign/Date:

City of Austin

Printed

Name:

Purchasing Office 124 W. 8th Street, Ste. 310

Austin, Texas 78701



# Amendment No. 2 Contract No. 5600 NI160000008 for Consultative Services Regarding Electronic Health Records between Texas A&M Health Sciences Center and the City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 16, 2017 through December 15, 2018. Two (12-month) options will remain.
- The total contract amount is increased by \$50,000.00 by this extension period. The total contract authorization is 2,0 recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/14/2015 - 12/15/2016		
	\$50,000.00	\$50,000.00
Amendment No. 1: Option 1 – Extension 12/16/2016 – 12/15/2017		***
	\$50,000.00	\$100,000.00
Amendment No. 2: Option 2 – Extension 12/16/2017 – 12/15/2018		
	\$50,000.00	\$150,000.00

- 3.0 MBEWBE goals do not apply to this contract.
- By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or 4.0 debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- All other terms and conditions remain the same.

BY THE SIGNATI	JRES affixed below, thi	s amendment is hereby	r incorporated int	to and made a	part of the	above-referenced
contract.						
					11/2	
Sign/Date:\Q	eller Millaurn	12/13/2017	Sign/Date:	>	KA .	
	1 00/1/2000			$\sim$ $\sim$ $\sim$ $\sim$	<u> </u>	

Printed Name: Authorized Representative

Texas A&M Health Science Center Rural & community Health Institute 1267 TAMU

College Station, TX 77845

Printed Name:

Authorized Representative

City of Austin Purchasing Office 124 W. 8th Street, Ste. 310 Austin, Texas 78701

### INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

#### I. **Contracting Parties**

The Receiving Party:

Austin/Travis County Health and Human Services Department, a

local government of the State of Texas

**Kymberley Maddox, Assistant Director** 

7201 Levander Loop Austin, Texas 78702

512-972-5041

The Performing Party: TEXAS A&M HEALTH SCIENCE CENTER, a health related institution under the administration of Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas, on behalf of the Rural and Community Health Institute.

Address: OFC FOR VP FOR FINANCE & ADMINISTRATION

200 TECHNOLOGY WAY SUITE 2079 **COLLEGE STATION, TX 77845-4375** 

**Vendor Identification Number 37097097093000** 

#### Statement of Services to be Performed II.

Performing Party will perform the following service(s):

A. Services. The Consultant Services shall include, but not be limited to, performing as Technical Advisor, proposing and implementing industry best practices where applicable to build a holistic view for the HHSD EHR Project Team in the area(s) of:

TABLE B: SERVICES

Initiating Phase				
Req. No.	Requirement	Requirement Description		
1-001	Evaluation of RFP Functional Requirements	Against the Customer approved UML Use Case Requirements and Models		
1-002	Evaluation of RFP Technical Requirements	Against Customer approved City enterprise technical requirements		
1-003	Evaluation of RFP Nonfunctional Requirements	Against CTM PMO Project Management methodologies		
1-004	Consultation regarding Vendor RFP responses	Against Customer RFP approved		

-		Use Case functional requirements, technical requirements, and general nonfunctional requirements
1-005	Attendance and consultation regarding Vendor RFP Demonstrations	Against Customer RFP approved Use Case functional requirements and Vendor RFP responses
	Planning Phase	
P-001	Evaluation of Vendor Implementation Plan	Against Customer/Contracted schedules to ensure all standards, models, designs and methodologie recommended by the enterprise architects shall be included in the Implementation Plan at the project level
P-002	Evaluation of Vendor Test Plans (Functional and Technical)	Against Customer/Contracted Use Case Models and Technical Requirements Traceability Matrixes
P-003	Evaluation of Stakeholders Acceptance Plan	Against Customer/Contracted Use Case Models, Technical Requirements Traceability Matrixes and Vendor Test Plans
P-004	Evaluation of Vendor Training Plan	Against Customer RFP/Contracted requirements and Vendor RFP/Contracted responses Training that includes system administrator, technical training and end user training Training materials that can be adapted for use by City staff to conduct end user training Recommendations on how to conduct on-going training for new users and training for future upgrades
P-005	Evaluation of Vendor proposed Program/Clinical workflow	Review Vendor proposed design documentation relating to the large project objectives and business requirements
P-006	Evaluation of Vendor proposed Program/Clinical process	Review Vendor proposed design documentation relating to the large project objectives and business requirements
P-007	Evaluation of Vendor proposed Program/Clinical billing and reimbursement	Review Vendor proposed design documentation relating to the large project objectives and business requirements
P-008	Evaluation of Vendor proposed Program/Clinical scheduling	Review Vendor proposed design documentation relating to the large project objectives and business requirements
P-009	Evaluation of Vendor proposed Program/Clinical patient referral	Review Vendor proposed design documentation relating to the large project objectives and business requirements

E-001	Post implementation analysis and troubleshooting	Assists the project team to review the work of the EHR vendor
	Monitoring and Control	ling
MC-001	Collaborate with the City's HHSD and CTM departments	Conducts on-site meetings with City staff  Document all rounds of interviews or meetings with City staff
MC-002	Facilitate and document all meetings with the contracted Vendor	Conduct meetings with EHR Vendor Facilitate and document all rounds of interviews or meetings with Vendor staff.
MC-003	Communicate effectively with a variety of audiences including project management, technical staff, business analysts and members of the EHR Project Team	Provides recommendations on processes and potential customizations
MC-004	Weekly status report for each negotiated service/deliverable indicating:  • Each deliverable's percent complete • updated schedule • projected completion date(s) • recent accomplishment(s) • work in progress • upcoming work and requirements	Provides accountability for all deliverable's scheduled in accordance with the terms and conditions of defined scopes of work/services/ work-products
	from the COA  • risk and/or issues	

B. <u>Additional Services</u>. In addition to the services set forth in Table B, the parties may agree to the provision of further Consultant Services by the Performing Party based on a time schedule and at compensation rates that are mutually acceptable to the parties.

# III. Basis for Calculating Reimbursable Costs

Payments will be made based on deliverable completion. "Exhibit A."

#### IV. Contract Amount

The total amount of this Contract shall not exceed **\$250,000** (Two Hundred Fifty Thousand Dollars) over the entire term of the contract, including any renewal terms. Currently, \$50,000 is available in the Fiscal Year 2015-2016 budget for Health and Human Services Department. Future contract renewals are dependent on the availability of funding each fiscal year.

### V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

#### VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 88, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

#### VII. Term of the Contract

This Agreement is effective as of the later of **November 1, 2015** or date fully executed by both parties ("Effective Date") for an initial term of twelve (12) months, with four (4) optional twelve (12) month renewal periods.

# VIII. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon Thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

Performing Party may terminate this Contract without cause upon Thirty (30) days advance written notice of termination to the Receiving Party.

## IX. Disputes

The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Parties to attempt to resolve any claim for breach of agreement made by the Receiving Party that cannot be resolved in the ordinary course of business. Receiving Party shall submit written notice of a claim of breach of contract under this Chapter to TAMHSC Vice President for Finance and Administration, who shall examine Receiving Party's claim and any counterclaim and negotiate with Receiving Party in an effort to resolve the claim.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Performing Party Texas A&M Health Science Center	Receiving Party Austin/Travis County Health and Human
By: Paul E. Ogden, M.D.	By: Shurfeau
Name: Paul E. Ogden, M.D.	Name: <u>Shannon Jones</u>
Title: Interim Senior Vice President & Acting CEO	Title: Director
Date: 12/11/15	Date: 12/14/15

# Exhibit A:Budget Services & Deliverables Statement



I-004 Vendor RFP I-005 Vendor RFP Planning Phase Vendor Evaluation P-001 Implementation P-002 Test Plans (Fig. 1) P-003 Stakeholders P-004 Training Plant P-005 Program/Clint P-006 Program/Clint P-007 Program/Clint P-008 Program/Clint P-009 Program/Clint P-009 Program/Clint Executing Phase E-001 Post implement	equirements equirements al Requirements Responses Demonstrations uation Consulting ion Plan Functional and Technical) s Acceptance Plan	10/01/15	End Date 09/30/16	\$7,650.00 \$17,550.00
I-002 Technical Re I-003 Nonfunctional I-004 Vendor RFP I-005 Vendor RFP Planning Phase Vendor Evaluation P-001 Implementation P-002 Test Plans (F) P-003 Stakeholders P-004 Training Plan P-005 Program/Clin P-006 Program/Clin P-007 Program/Clin P-008 Program/Clin P-009 Program/Clin P-009 Program/Clin P-009 Program/Clin Executing Phase E-001 Post implementation	equirements al Requirements Responses Demonstrations uation Consulting ion Plan Functional and Technical) s Acceptance Plan nical Workflow nical Process nical Billing and Reimbursement	10/01/15	09/30/16	\$17,550.00
P-003 Nonfunctional P-004 Vendor RFP Planning Phase Vendor Evaluation P-001 Implementation P-002 Test Plans (F P-003 Stakeholders P-004 Training Plan P-005 Program/Clin P-006 Program/Clin P-007 Program/Clin P-008 Program/Clin P-009 Program/Clin	al Requirements Responses Demonstrations uation Consulting ion Plan Functional and Technical) is Acceptance Plan in initial Workflow initial Process initial Billing and Reimbursement	10/01/15	09/30/16	\$17,550.00
I-004 Vendor RFP I-005 Vendor RFP Planning Phase Vendor Evalute P-001 Implementati P-002 Test Plans (F P-003 Stakeholders P-004 Training Plan P-005 Program/Clin P-006 Program/Clin P-007 Program/Clin P-008 Program/Clin P-009 Program/Clin P-009 Program/Clin Executing Phase E-001 Post implementation	Responses Demonstrations uation Consulting ion Plan Functional and Technical) s Acceptance Plan nical Workflow nical Process nical Billing and Reimbursement	10/01/15	09/30/16	\$17,550.00
P-005 Vendor RFP Planning Phase Vendor Evaluation P-001 Implementation P-002 Test Plans (Foundation of Program/Clim P-003 Stakeholders P-004 Training Plan P-005 Program/Clim P-006 Program/Clim P-007 Program/Clim P-008 Program/Clim P-009 Program/Clim Executing Phase E-001 Post implement	Demonstrations uation Consulting ion Plan Functional and Technical) s Acceptance Plan nical Workflow nical Process nical Billing and Reimbursement	10/01/15	09/30/16	\$17,550.00
Planning Phase P-001 Implementati P-002 Test Plans (F P-003 Stakeholders P-004 Training Plan P-005 Program/Clin P-006 Program/Clin P-007 Program/Clin P-008 Program/Clin P-009 Program/Clin Executing Phase E-001 Post implementation	uation Consulting ion Plan Functional and Technical) s Acceptance Plan nical Workflow nical Process nical Billing and Reimbursement	10/01/15	09/30/16	\$17,550.00
P-001 Implementation P-002 Test Plans (Fig. 19-003) P-003 Stakeholders P-004 Training Plant P-005 Program/Clint P-006 Program/Clint P-007 Program/Clint P-008 Program/Clint P-009 Program/Clint Executing Phase E-001 Post implementation Execution Test Plant Execution Post implementation Execution Test Plant Execution Post implementation Execution Test Plant Execution Test Plant Execution Post implementation Execution Post implementation Execution Plant Execution Post implementation Execution Plant Execution	ion Plan Functional and Technical) s Acceptance Plan nical Workflow nical Process nical Billing and Reimbursement	10/01/15	09/30/16	\$17,550.00
P-002 Test Plans (F P-003 Stakeholders P-004 Training Plan P-005 Program/Clin P-006 Program/Clin P-007 Program/Clin P-008 Program/Clin P-009 Program/Clin Executing Phase E-001 Post implement	Functional and Technical) s Acceptance Plan nical Workflow nical Process nical Billing and Reimbursement			
P-003 Stakeholders P-004 Training Plar P-005 Program/Clir P-006 Program/Clir P-007 Program/Clir P-008 Program/Clir P-009 Program/Clir Executing Phase E-001 Post implement	s Acceptance Plan n nical Workflow nical Process nical Billing and Reimbursement			
P-004 Training Plan P-005 Program/Clin P-006 Program/Clin P-007 Program/Clin P-008 Program/Clin P-009 Program/Clin Executing Phase E-001 Post implement	n nical Workflow nical Process nical Billing and Reimbursement			
P-005 Program/Clin P-006 Program/Clin P-007 Program/Clin P-008 Program/Clin P-009 Program/Clin Executing Phase E-001 Post implement	nical Workflow nical Process nical Billing and Reimbursement			
P-006 Program/Clir P-007 Program/Clir P-008 Program/Clir P-009 Program/Clir Executing Phase E-001 Post implement	nical Process nical Billing and Reimbursement			
P-007 Program/Clir P-008 Program/Clir P-009 Program/Clir Executing Phase E-001 Post implement	nical Billing and Reimbursement			
P-008 Program/Clir P-009 Program/Clir Executing Phase E-001 Post implement				
P-009 Program/Clir Executing Phase First-Year Co	nical Scheduling			
Executing First-Year Co Phase F-001 Post implement				
Phase E-001 Post implement	nical Patient Referral	17 (47)		
1 ost implem	onsulting	10/01/15	09/30/16	\$7,500.00
Monitoring and First-Year Co	entation analysis, troubleshooting, and recommendations			
Controlling Roles and Ro	onsulting: Communications, Facilitation, and Accountability for esponsibilities	10/01/15	09/30/16	\$17,300.00
MC-001 HHSD and C	CTM Departments			
MC-002 Vendor Meet	tings			
MC-003 Project Mana Team	agement, Technical Staff, Business Analysts and EHR Project			
MC-004 Deliverables	Status Reporting	12 12 61	III to be been	
Project Total				\$50,000.00

# Exhibit A:Budget Services & Deliverables Statement



Req. No.	Requirement	Contract Start Date	Contract End Date	Cost (\$)
Initiating Phase	Vendor RFP Consultation	10/01/15	09/30/16	\$7,650.00
I-001	Functional Requirements	E HILL		
1-002	Technical Requirements			
1-003	Nonfunctional Requirements			
1-004	Vendor RFP Responses			
1-005	Vendor RFP Demonstrations			
Planning Phase	Vendor Evaluation Consulting	10/01/15	09/30/16	\$17,550.00
P-001	Implementation Plan	(90	Maring mil	
P-002	Test Plans (Functional and Technical)			
P-003	Stakeholders Acceptance Plan			
P-004	Training Plan			
P-005	Program/Clinical Workflow			
P-006	Program/Clinical Process			
P-007	Program/Clinical Billing and Reimbursement			
P-008	Program/Clinical Scheduling			
P-009	Program/Clinical Patient Referral			
Executing Phase	First-Year Consulting	10/01/15	09/30/16	\$7,500.00
E-001	Post implementation analysis, troubleshooting, and recommendations			
Monitoring and Controlling	First-Year Consulting: Communications, Facilitation, and Accountability for Roles and Responsibilities	10/01/15	09/30/16	\$17,300.00
MC-001	HHSD and CTM Departments			
MC-002	Vendor Meetings			
MC-003	Project Management, Technical Staff, Business Analysts and EHR Project Team			
MC-004	Deliverables Status Reporting			
Project Total				\$50,000.00
е				