

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN
TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH AND
GERMANE SOLUTIONS**

This Agreement for Professional Consulting Services (“Agreement”) is entered into by and between the Travis County Health District d/b/a Central Health, a hospital district created under Chapter 281 of the Texas Health and Safety Code (“Central Health”) and Germane Solutions (“Consultant”) (each a “Party” and collectively “Parties”) effective as of June 20, 2017 (the “Effective Date”).

WHEREAS, Central Health desires to hire a professional consulting firm to conduct a performance review of Central Health in accordance with Generally Accepted Governmental Auditing Standards (“GAGAS”); and

WHEREAS, Central Health issued Request for Qualifications #1704-001, Performance Review of Central Health (the “RFQ”) on April 6, 2017, seeking a qualified consulting firm to provide these services; and

WHEREAS, Central Health received and evaluated proposals submitted in response to the RFQ and selected Consultant as the most qualified respondent; and

WHEREAS, Consultant has the skill and training to conduct a performance review; and

WHEREAS, Central Health desires to employ the services of Consultant and Consultant desires to accept such engagement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, Central Health and Consultant agree as follows:

1.0 PERFORMANCE OF SERVICES

1.1 Services. Consultant shall provide the Services described in Attachment A, entitled Scope of Services, (“Scope of Services”) to Central Health. Prior to commencing performance of Services under this Agreement, Consultant will seek and obtain from Central Health’s Chief Financial Officer (“CFO”) a written Notice to Proceed that contains the following elements: (i) scope of work with defined tasks; (ii) deliverables; (iii) a timeline for performance of these tasks and deliverables; and (iv) a total not-to-exceed price or number of hours, including hourly rates as set forth in Attachment B (“Price Request”), to be worked or both. Consultant will work closely with Central Health staff in developing and refining the deliverables and timeline for performance contained in the Notice to Proceed.

1.2 Reporting. Central Health may report on Services to the Central Health Board of Managers. Consultant agrees to and shall cooperate and coordinate to the greatest extent possible with the Central Health Board of Managers and Central Health staff in

the performance of the Services. Consultant shall meet on an as-needed basis with Central Health to discuss the progress and goals of the Services. Consultant shall make reports to the Central Health Board of Managers as requested.

2.0 COMPENSATION

- 2.1 For and in consideration of full and satisfactory performance of the Services referred to in Section 1 of this Agreement, Central Health shall pay Consultant an amount not to exceed \$315,000 (Three Hundred and Fifteen Thousand Dollars) ("Agreement Cap"). Central Health will pay only those amounts invoiced by Consultant for actual hours worked and for those direct expenses that are outlined in Section 2.2 of this Agreement, the Notice to Proceed, and the rates outlined in Attachment B.
- 2.2 Direct Expenses. As part of the not-to-exceed amount provided in Section 2.1, Central Health will reimburse Consultant for direct expenses incurred to perform the Services, in accordance with the following:

Expense	Rate
Airfare	Cost, not to exceed a rate higher than coach fare, up to \$500.00
Lodging	Cost, not to exceed \$141.00, less taxes, per night
Rental Car, including gas	Cost, not to exceed \$80.00 per day
Food	Cost, not to exceed \$59.00 per day

Time spent in transit and non-travel related meals are not reimbursable. Direct expenses must be included on monthly invoices, which are described in Section 3.0 of this Agreement, and be supported with detailed travel expense reports and copies of receipts. Mileage should be billed at the current IRS approved rate.

3.0 PAYMENTS

- 3.1 Payment shall be made by check or electronic transfer of funds upon the satisfactory delivery and acceptance of the Services required under this Agreement and submission of a paper invoice to the address set forth below:

Central Health
ATTN: TCHD Accounts Payable
1111 E. Cesar Chavez Street

Austin, Texas 78702

or submission of an electronic invoice sent to:

Finance@centralhealth.net.

- 3.2 At a minimum, invoices shall include: (i) the name, address, and telephone number of Consultant and similar information if payment is to be made to a different address; (ii) Central Health Agreement or purchase order number, if applicable; (iii) identification of Service(s) as outlined in the Agreement; (iv) the number of hours worked by each employee named in Attachment A, applicable hourly rate, total cost per employee, and total cost of Services provided, as applicable; (v) payments made under this Agreement to any HUB subconsultant(s); and (vi) any additional payment information which may be called for by this Agreement.

4.0 TAXPAYER IDENTIFICATION NUMBER REQUIRED

Before Central Health can process a payment for Consultant, Consultant must provide Central Health with an Internal Revenue Form W-9, Request For Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations.

5.0 PROMPT PAYMENT ACT

Central Health will comply with the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code, as applicable.

6.0 CONSULTANT CERTIFICATIONS

- 6.1 Consultant certifies that Consultant is a duly qualified, capable, and bondable business entity or individual; Consultant is not in receivership and does not contemplate it; and Consultant has not filed for bankruptcy and does not contemplate it.
- 6.2 Consultant certifies that it is not currently delinquent in the payment of property taxes on properties within Travis County, Texas.
- 6.3 Consultant further certifies that, to the best of its knowledge and belief, it:
- 6.3.1 is not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 6.3.2 has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement under

a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.3.3 is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

6.3.4 has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Certification under this Section provides for compliance with certification requirements under 15 C.F.R. Part 26, "Government-wide Debarment and Suspension."

7.0 CONSULTANT ASSURANCES

7.1 Consultant warrants that no persons have or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Consultant to secure business. For breach or violation of this warranty, Central Health shall have the right to terminate this Agreement without liability or, in its discretion and as applicable, to add to or deduct from the Agreement price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.2 Consultant warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and further warrants that Central Health shall not be liable for any infringement of those rights. Consultant agrees to indemnify Central Health, its officers, agents, and employees from all claims, losses, damages, causes of action, and liabilities of every kind, including expenses of litigation, court costs and attorney's fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses, patents, or copyrights applicable to materials used in Consultant's performance under this Agreement. Consultant further agrees that any intellectual property rights granted to Central Health shall apply for the duration of the Agreement.

8.0 TERM OF AGREEMENT

This Agreement is for a period of time, beginning on June 20, 2017, and ending upon the completion of all deliverables provided in Attachment A and the Notice to Proceed (the "Term"). Consultant will not be compensated until the Agreement has been executed by the Parties.

9.0 TERMINATION

- 9.1 Termination for Default. If either Party defaults in the performance of its obligations (including compliance with any covenants) under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof, then the non-defaulting Party shall have the right (in addition to any other rights it may have) by further written notice to terminate the Agreement on any future date that is not less than thirty (30) days from the date of such further notice.
- 9.2 Termination for Convenience. In addition to, and without restricting any other legal, contractual, or equitable remedies otherwise available, either Party may terminate the Agreement without cause by giving the other Party at least one hundred and twenty (120) days written notice.
- 9.3 Termination for Gratuities. Central Health may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by the Consultant or any agent or representative of the Consultant to any Central Health official or employee with a view toward securing favorable treatment with respect to the RFQ or this Agreement. If this Agreement is terminated by Central Health pursuant to this provision, Central Health shall be entitled, in addition to any other rights and remedies, to recover from the Consultant at least three (3) times the cost incurred by Consultant in providing the gratuities.
- 9.4 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Central Health fails to provide funding for this Agreement for the following Central Health fiscal year, Central Health may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

10.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

- 10.1 Indemnification by Consultant. Consultant shall and does agree to indemnify, protect, and hold harmless Central Health, its officers, board members, agents, and employees from and against all claims, losses, damages, liens, causes of action, suits, judgments, expenses, and liabilities of every kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees arising in connection with the Services provided by Consultant or any subconsultant under this Agreement. It is the expressed intention of the Parties to this Agreement, both Consultant and Central Health, that the indemnity provided for in this paragraph, is indemnity by Consultant to indemnify and protect Central Health from the consequences of Consultant's and its subconsultant's actions.

- 10.2 Duty to Defend. Consultant shall and does agree to defend Central Health in all suits or proceedings that relate to any obligation under this Agreement for which Consultant has agreed to indemnify Central Health. Consultant shall undertake the defense of Central Health at no cost to and in coordination with counsel for Central Health, and Consultant acknowledges that Central Health is entitled to participate in the selection of counsel. Central Health may defend a nonparty claim with counsel of its own choosing and without Consultant's participation if (1) the Consultant notifies Central Health that it does not wish to defend the nonparty claim by midnight at the end of the tenth day after Central Health notifies Consultant of the claim, (2) the Consultant fails to notify Central Health of its desire to defend the nonparty claim within the same time period, (3) representation of the Consultant and Central Health by the same counsel would, in the opinion of counsel, constitute a conflict of interest, or (4) Consultant fails to diligently and continuously conduct its defense of Central Health. The costs incurred by Central Health in undertaking its own defense, including but not limited to Attorneys' Fees, shall constitute a portion of the indemnification duties set forth in this Agreement.
- 10.3 Claims Notification. If any claim or other action, including a proceeding before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Consultant in relation to the performance of this Agreement, Consultant shall give written notice to Central Health of the claim or other action within three (3) working days after being notified of it or the threat of it, including the name and address of the person, firm, corporation, or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided for in this Agreement. Except as otherwise directed, Consultant shall furnish to Central Health copies of all pertinent papers received with respect to these claims or actions.

11.0 ACCESS AND AUDIT

During the term of this Agreement and for a period of four (4) years following termination of this Agreement, Central Health maintains the right to review and audit any of the books and records of the Consultant relating to the Consultant's performance and receipt of payments under this Agreement. Central Health may conduct its review or audit through its own employees, agents, or representatives or through independent external auditors or representatives retained by Central Health. Central Health will conduct such review or audit upon reasonable notice to the Consultant, at its own expense, and during regular business hours. The records shall be retained beyond the fourth (4th) year if an audit is in progress, the findings of a completed audit have not been resolved satisfactorily, or litigation involving this Agreement is not finally resolved.

12.0 OWNERSHIP

All computations, data, statements, reports, studies, and works of authorship, written, oral or otherwise expressed, developed, conceived or prepared by Consultant or any subconsultants in connection with the Services (collectively, "Work Product"), whether or not accepted or rejected by Central Health, are the property of Central Health and for its exclusive use and re-use at any time without further compensation and without any restrictions.

12.1 Consultant hereby grants and assigns to Central Health all rights and claims of whatever nature whether now or hereafter arising in and to the Work Product and will cooperate fully with Central Health in any steps Central Health may take to obtain patent, copyright, trademark, or like protections with respect to the Work Product.

12.2 Central Health will have the exclusive right to use the Work Product for the completion of the Services or otherwise. Central Health may, at all times, retain the originals of the Work Product. Consultant may not allow the Work Product to be used by any person other than Central Health on any other projects, unless expressly authorized by Central Health in writing.

12.3 The Work Product will not be used or published by Consultant or any other Party unless expressly authorized by Central Health in writing. Consultant will treat all Work Product as confidential. Consultant shall take reasonable measures to prevent its employees and subconsultants from using or disclosing any confidential information, except as may be necessary for each Party to perform its obligations pursuant to this Agreement. Such measures shall include, but not be limited to: (i) education of such employees and subconsultants as to the confidential nature of the Work Product; and (ii) securing a written acknowledgement and agreement from such employees and subconsultants that Work Product shall be handled only in accordance with provisions no less restrictive than those contained in this Agreement.

12.4 Section 12.0 shall survive termination of this Agreement.

13.0 SUBCONTRACTS

13.1 Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from Central Health. To the extent that Consultant submitted subcontracts as part of its Response and that part of the Response was accepted by Central Health, those subcontracts are hereby approved. It is acknowledged by Consultant that no officer, agent, employee, or representative of Central Health has the authority to grant such approval or waiver unless expressly granted that specific authority by the Central Health Board of Managers.

- 13.2 Central Health's approval to enter into subcontracts shall not relieve Consultant of its obligations under this Agreement and the Notice to Proceed. In the event that a subconsultant retained by Consultant is rendered incapable of performing any of the Services for which it was retained, Consultant shall notify Central Health in writing, within three (3) working days of becoming aware of subconsultant's incapability to perform the Services. Consultant remains primarily responsible for achieving the mutually agreed upon timeline for the performance of tasks and the delivery of the deliverables provided in Attachment A and the Notice to Proceed (the "timeline"). If Consultant reasonably believes that its subconsultant's inability to perform any of the Services for which it was retained will significantly impact its ability to adhere to the timeline, Consultant may request a modification to the timeline by submitting a written modification request to Central Health. Central Health, may, in its sole discretion, agree to such modification.
- 13.3 If a subcontract is approved, Consultant must make a "good faith" effort to take all necessary and reasonable steps to ensure that HUBs have a maximum opportunity to be subconsultants under this Agreement. Consultant must obtain Central Health's approval of all proposed HUB subconsultants through the Purchasing Supervisor. Consultant's failure to make a good faith effort to employ HUBs as subconsultants constitutes a breach of this Agreement and may result in termination of this Agreement.

14.0 NOTICES

Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be deemed to have been given immediately if delivered in person to the Party or, if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, and addressed to the Party to whom notice is to be given, on the third (3rd) day following mailing.

- 14.1 The address of Central Health for all purposes under this Agreement is:

Mike Geeslin (or his successor in office)
President and CEO
Travis County Healthcare District
1111 East Cesar Chavez Street
Austin, Texas 78702

- 14.2 The address of the Consultant for all purposes under this Agreement is:

Tracy Kulik, Vice President of Health Access
Germane Solutions
10552 Success Lane, Suite A
Dayton, Ohio 45458

- 14.3 Each Party may change the address at which notice shall be delivered by giving notice of the change in compliance with this section.

15.0 AMENDMENTS

This Agreement may be amended only by an instrument in writing that is signed by both Parties. Amendments to this Agreement shall be effective as of the date stipulated therein. Consultant acknowledges that no Central Health officer, agent, employee, or representative has any authority to amend this Agreement unless expressly granted that specific authority by the Central Health Board of Managers.

16.0 ASSIGNMENT

- 16.1 Assignment. Central Health may assign any of its obligations under this Agreement.

Consultant may assign any of its rights or obligations under this Agreement only with the prior written consent of Central Health. No official, employee, representative, or agent of Central Health has the authority to approve any assignment under this Agreement unless that specific authority is expressly granted by the Central Health Board of Managers.

- 16.2 Successors Bound. The terms, provisions, covenants, obligations, and conditions of this Agreement are binding upon and inure to the benefit of the successors-in-interest and the assigns of the Parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

- 16.3 Name Change. If a change of name is required, the Purchasing Supervisor shall be notified immediately. No change in the obligation of or to Consultant will be recognized until the name change is approved by Central Health.

17.0 FORCE MAJEURE

Neither Central Health nor Consultant will be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, wars and war operations, acts of terrorism, restraints of government, power or communications line failure or other circumstances beyond such Party's control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or change of law or regulation (or change in the interpretation thereof) subsequent to the execution of this Agreement.

18.0 NON-WAIVER OF DEFAULT

No waiver by either of the Parties hereto of any failure by the other Party to keep or perform any provision, covenant, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition.

19.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Consultant shall provide the Services and activities to be performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and City of Austin laws, orders, ordinances, regulations, rules, and policies governing any activities undertaken during the performance of this Agreement, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; and the Americans With Disabilities Act of 1990. Consultant shall not discriminate against any employee, applicant for employment, or plan participant based on race, religion, color, gender, national origin, age, or handicapped condition. In the performance of all Services and activities under this Agreement, Consultant will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services, the Texas Department of State Health Services, or any other state regulatory agency.

20.0 CONSTRUCTION OF AGREEMENT

20.1 Law and Venue. The laws of the State of Texas (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Venue for any dispute arising out of this Agreement is in Travis County, Texas.

20.2 Severability. If any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and binding.

20.3 Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that provision and shall not be used in construing this Agreement.

20.4 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Central Health has declared a holiday for its employees, the last day is the next business day that is not a Central Health holiday.

20.5 Gender and Number. Words of any gender in this Agreement shall be construed to include any other gender, and words importing either the singular or plural number

shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

- 20.6 Conflicts Among Documents. The Parties acknowledge and agree that if there is any conflict between the provisions of this Agreement and any provision in the RFQ or Response, the provisions within this Agreement will prevail. In the event of any conflict between the provisions of the RFQ and the Response, the provisions within the RFQ shall prevail over the Response, except to the extent that the Consultant submitted in its Response specific deviations to the RFQ that were accepted by Central Health.

21.0 ENTIRE AGREEMENT

All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

22.0 NO THIRD-PARTY BENEFICIARY

No provision of this Agreement is intended to benefit any person or entity, nor shall any person or entity not a Party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.

23.0 DISPUTE RESOLUTION

- 23.1 Definition of Dispute. “Dispute” means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of the Agreement.
- 23.2 Negotiation. In the event of a Dispute between the Parties, the Parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing Party shall give written notice of the Dispute to the other Party that shall contain a brief statement of the nature of the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse Party of the written notice of Dispute, the Parties may submit to mediation as set forth herein.
- 23.3 Mediation. If a Dispute arises between the Parties that cannot be resolved through negotiation, the Parties may submit that Dispute to mediation. The Parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

24.0 PUBLIC INFORMATION ACT

The Parties acknowledge and agree that Central Health is subject to the provisions of the Texas Public Information Act ("PIA"). If Central Health receives a request for disclosure of any information related to the Services provided under this Agreement or for information provided to Central Health under this Agreement that constitutes a record under the PIA, the information must qualify for an exception provided by the PIA to be withheld from public disclosure. Consultant authorizes Central Health to submit any information provided under the Agreement or otherwise requested to be disclosed, including information that the Consultant has labeled as confidential or proprietary, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the PIA. If Central Health does not have a good faith belief that information may be subject to an exception to disclosure under the PIA, Central Health is not obligating itself by this Agreement to submit the information to the Attorney General for a determination. Central Health shall have no obligation or duty to advocate the confidentiality of the Consultant's material to the Attorney General or to any other person or entity. It is the Consultant's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. The Consultant waives any claim against and releases from liability Central Health, its officers, board members, employees, agents, and attorneys with respect to disclosure of information provided under this Agreement or otherwise created, assembled, maintained, or held by the Consultant, including that information marked as confidential or proprietary and determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the Act. This section shall survive the termination of this Agreement.

25.0 CONFLICT-OF-INTEREST

Consultant shall complete the Conflict-of-Interest Questionnaire ("Questionnaire"), attached to this Agreement as Attachment C, as required by Chapter 176 of the Local Government Code and submit it together with this signed Agreement. Consultant shall also complete the Disclosure of Interested Parties Form ("Form 1295"), attached to this Agreement as Attachment D, which pursuant to Section 2252.908 of the Texas Government Code, must be filed with the Texas Ethics Commission not later than thirty (30) days after the execution of this Agreement. Consultant shall update this Questionnaire and Form 1295, if any statement on either document becomes incomplete or inaccurate. The updated document(s) must be submitted to Central Health Administrative Coordinator, 1111 E. Cesar Chavez, Austin, Texas 78702, not later than the seventh (7th) business day after the date on which the Consultant becomes aware of an event that makes a statement in the questionnaire incomplete or inaccurate.

26.0 RECORDS AND CONFIDENTIALITY

26.1 Consultant shall maintain information created, sent, or received under this Agreement in accordance with all applicable laws and regulations, including but not limited to the federal Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as amended.

27.0 INDEPENDENT CONSULTANT

This Agreement does not create and shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Agreement Services are and shall remain throughout the term of this Agreement those of an independent Consultant. Consultant agrees and understands that Consultant is not and shall not be entitled to any of the rights and privileges established for Central Health employees.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on June 20, 2017 ("Effective Date").

GERMANE SOLUTIONS

Tracy Kulik
Signature
TRACY KULIK
Name Printed
Vice President, HEALTH ACCESS
Title
6/19/2017
Date

CENTRAL HEALTH

Mike Geeslin
Signature
Mike Geeslin
Name Printed
President/CSO
Title
6-22-2017
Date

Attachment A

Scope of Services

Consultant shall provide the following Services:

- 1) Conduct a performance review which will evaluate the operational effectiveness and efficiency of the organization, provide benchmarking comparisons to publicly funded healthcare organizations and make recommendations about opportunities for performance improvement in accordance with Generally Accepted Government Auditing Standards (GAGAS) on the following areas:
 - a. Planning and Budgeting – including, but not limited to strategic planning and budgeting processes
 - b. Financial Transparency – including financial reporting
 - c. Stewardship of public funds
 - d. Public outreach and collaboration
 - Organizational Governance – including effective decision making
- 2) Provide benchmarking and recommendations to Central Health regarding best practices and a review of pertinent performance metrics from the following types of entities:
 - a. Healthcare or Hospital Districts
 - b. Governmental organizations with similar structures
 - c. Other organizations with similar structures or partnerships
- 3) Plan and facilitate stakeholder engagement efforts to garner appropriate input into the Central Health Performance Review, including key stakeholder interviews and/or community communications.
- 4) Make recommendations to Central Health about opportunities to improve performance in key areas consistent with industry standards or established best practices. Prioritize listing and provide rationale of the basis of the prioritization process.
- 5) Present interim and final report of recommendations and findings to the Central Health Board of Managers.

Request for Qualifications (RFQ) #1704-001
Performance Review of Central Health



CENTRAL HEALTH

PRICE REQUEST - PERFORMANCE REVIEW OF CENTRAL HEALTH

Consultant: Germane Solutions

RFQ #1704-001

Revise and add additional categories as appropriate

Labor Category	Employee name	Fully burdened hourly rate* (A)	Estimated number of hours (B)	Total Cost A x B = C
Direct Labor & Project Management	Tracy Kulik	\$300	118	\$35,400.00
Direct Labor & Project Management	Matt Boll	\$200	124	\$24,800.00
Direct Labor	Bill Franz	\$200	166	\$33,200.00
Direct Labor	Zach Leahy	\$180	184	\$33,120.00
Direct Labor	Gloria Robles	\$200	10	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
Sub-total - Germane Solutions				\$128,520.00

Subcontractor(s) Name (if applicable): Whitecap Health Advisors

Labor Category	Employee name	Fully burdened hourly rate* (A)	Estimated number of hours (B)	Total Cost A x B = C
Direct Labor/Project Management	Farzan Bharucha	\$300	201	\$60,300.00
Stewardship & Organization Gov.	Jake Horak	\$250	201	\$50,250.00
				\$0.00
Sub-total - Sub-contractor				\$110,550.00

Subcontractor(s) Name (if applicable): BB Imaging & Healthcare Consulting

Labor Category	Employee name	Fully burdened hourly rate* (A)	Estimated number of hours (B)	Total Cost A x B = C
Outreach	Blanca Lesmes	\$85	208	\$17,680.00
				\$0.00
				\$0.00
				\$0.00
Sub-total - Sub-contractor				\$17,680.00

Direct Expenses (Price as pass-through only, no mark-up)

	Unit	Price (A)	Quantity (B)	Total Cost A x B = C
Airfare	Roundtrip flights, Coach	500.00	50	\$25,000.00
Lodging (Max \$141 less taxes)	Nights	100.00	150	\$15,000.00
Rental Car	Rental days, including gas	80.00	125	\$10,000.00
Food per diem (Max \$59)	Days	55.00	150	\$8,250.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Sub-total - Direct expenses				\$58,250.00

Final quote of \$315,000 reflects scope change as discussed with CFO on May 16

In-depth review of Sentero no longer necessary

Grand Total - Not to Exceed	\$315,000.00
Original Quote	\$353,860.00

* Fully burden hourly rates shall include wages, materials overhead, general and administrative expenses, profit, local mileage necessary to perform and complete the Scope of Work for this RFQ #1701-002.

Direct costs must be billed at cost, no mark-up. All expenses must be accompanied by receipts regardless of the dollar amount.

Time spent in transit or non-travel related meals are not reimbursable. Central Health will reimburse actual travel expenses up to the not to exceed amount provided detailed travel expense records are provided with copies of receipts for any travel outside of Austin, TX authorized in advance. All travel shall be billed at cost (no mark-up). Central Health will not pay travel expenses for local travel within the Austin metropolitan area. Air fare cannot be reimbursed at a rate higher than coach fare. Please see GSA Domestic Per Diem Rates at <http://www.gsa.gov/portal/category/100120>. Mileage should be billed at the current allowed IRS rate.

Tracy Kulik

Tracy Kulik

19-May-17

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).


7
Digitally signed by tkulik@germane-solutions.com
DN: cn=tkulik@germane-solutions.com
Date: 2017.04.26 09:03:55 -0400

Signature of vendor doing business with the governmental entity

4/26/2017

Date

**Attachment D
Certificate of Interested Parties**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																					
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																					
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <i>GERMAIN & CO., INC d/b/a GERMANE SOLUTIONS</i> <i>DAYTON, OH 45458 USA</i>																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <i>TRAVIS COUNTY, TEXAS</i>																							
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. <i>RFQ 1704-001 PERFORMANCE REVIEW OF CENTRAL HEALTH</i>																							
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> <tr><td style="height: 15px;"></td><td></td></tr> </table>		Controlling	Intermediary																		
Controlling	Intermediary																						
5 Check only if there is NO interested Party. <input checked="" type="checkbox"/>																							
6 AFFIDAVIT <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;">  <p style="font-size: small;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and signed before me by the said <i>maureen Tracy Kulik</i> this the <i>19</i> day of <i>June</i>, 2017, to certify which, witness my hand and seal of office.</p> <p><i>Zoe Starr Sowell</i> Signature of officer administering oath</p> </div> <div style="width: 65%;"> <p style="text-align: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</p> <p style="text-align: right;"><i>(Maureen) Tracy Kulik</i> Signature of authorized agent of contracting business entity</p> <p style="text-align: right;">maureen Tracy Kulik this the <i>19</i> day of <i>June</i>, 2017</p> <p style="text-align: right;"><i>Zoe Starr Sowell</i> notary Printed name of officer administering oath Title of officer administering oath</p> </div> </div>																							
ADD ADDITIONAL PAGES AS NECESSARY																							