

## DBITS

(Deliverables-Based Information Technology Services)

PROVIDED UNDER TEXAS DEPARTMENT OF INFORMATION RESOURCES-CONTRACT DIR-TSO-4005

## STATEMENT OF WORK (SOW)

Accenture, LLP

Nueces County COVID-19 Response Services

IT Assessments/Planning & Program Management

Nueces County Hospital District

March 2021

Contact:

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## 1. Introduction

At the request of the Head of Emergency Management for the Nueces County Region, the Nueces County Hospital District is seeking COVID-19 Project Management Office (PMO) Response Services to assist with addressing COVID-19 response planning. Accenture proposes to provide services in a command center model to triage, assess, plan, and advise on critical COVID-19 response capabilities.

## 2. Scope

Accenture will provide project management services to support Nueces County Hospital District in its efforts to provide health care services to respond to COVID-19. The Accenture COVID-19 PMO Response Team will work with Nueces County Hospital District and its designee(s), including Nueces County and/or Corpus Christi-Nueces County Public Health District to define COVID-19 support services needed and to advise Nueces County Hospital District and its designee(s) on related strategies across people, process, and technology factors (costs, roles, priorities timing, etc.).

The specific defined services which Accenture will provide to Nueces County Hospital District every two weeks will be outlined in writing at the start of each two-week period in the Public Health Work Report deliverable and mutually agreed upon between either Rob Cohan or Ryan Callison, the Accenture Program Managers, and Nueces County Hospital District CEO/Administrator Jonny Hipp, and/or its designee(s). At the start of each two-week period, Accenture will provide the Nueces County Hospital District a copy of the agreed upon Public Health Work Report deliverable executed by Nueces County Hospital District and/or its designee(s).

The agreed-to plan ("Work Plan") in the Public Health Work Report (every two weeks) deliverable shall herein by reference become an exhibit hereto and shall be governed by this SOW.

Should Nueces County Hospital District and/or its designee(s) and Accenture not be able to mutually agree upon a Work Plan for any two-week period, Nueces County Hospital District in its sole discretion may immediately suspend or terminate this agreement by written notice to Accenture.

An initial Work Plan for the first two weeks will be developed and agreed to upon execution of this Statement of Work. The Work Plan, by reference, will also become an exhibit hereto.

## COVID-19 Support Service Identification, Planning, Advisory, and Monitoring

- Accenture will provide planning, advisory and monitoring services to assist the Nueces County Hospital District in identifying, procuring, and implementing needed COVID-19 support services. Accenture's proposed services will include:
  - o High-level service proposal review
  - o Targeted data support, analysis, and recommendations
- Potential services to be addressed may include those found in the list below. Services to be addressed can be adjusted or added to based upon discovery and memorialized in Work Plans in the Public Health Work Reports.
  - o Strategy and Planning for COVID-19 Vaccine 2nd Dose Scheduling
  - o Emergency Operations Organization Reviews
  - o Digital Portal/Test Data Management - Testing and Assessment Services
  - o Public Health Messaging
  - o COVID-19 Data Analytics and Reporting
- Once services have been identified and prioritized, Accenture and the Nueces County Hospital District and/or its designee(s) will agree upon an Accenture Work Plan for each following two-week period, which will be documented in the bi-weekly Public Health Work Reports. The Work Plan will involve planning and advisory services for selected prioritized response services.

Unless otherwise agreed to in writing by Nueces County District Hospital District the above describes the complete scope of Services for this SOW. NO ADDITIONAL WORK SHALL BE PERFORMED OR BILLED WITHOUT THE PRIOR WRITTEN APPROVAL BY NUECES COUNTY HOSPITAL DISTRICT.

### 3. Assumptions

The following are the key assumptions and principles upon which Accenture's scope of Services and pricing are based:

- Accenture will perform all Services on a remote basis and will attend Program meetings by telephone or video conference.
- The Accenture Team will perform Services during Nueces County Hospital District's and/or its designee(s) regular business hours, unless otherwise requested by Nueces County Hospital District and/or its designee(s) on an as needed basis.

- The Nueces County Hospital District and/or its designee(s) shall commit to their fullest ability the necessary resources and management involvement to support Accenture's services, recognizing that Nueces County Hospital District neither possesses, owns, or controls the data necessary for Accenture's performance, and if the data cannot or is not made available, Nueces County Hospital District has sole discretion to immediately suspend or terminate this agreement by written notice to Accenture.

The Nueces County Hospital District and/or its designee(s) shall set overall direction for the engagement and make choices on direction, options, and priorities. Decisions to be made by Nueces County Hospital District and/or its designee(s) will be made promptly and without delay.

- The Nueces County Hospital District shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any third-party products provided strictly by Nueces County Hospital District to Accenture under this SOW.
- The Nueces County Hospital District shall be responsible for the performance of any third parties strictly engaged by Nueces County Hospital District in connection with this SOW and ensuring that they cooperate with Accenture.
- The Nueces County Hospital District and/or its designee(s) shall be responsible for the operation and use of Accenture's services and deliverables, subject to applicable warranties and indemnities, and for determining whether the services and deliverables provided by Accenture under this SOW, including any revised business processes, meet Nueces County Hospital District's and/or its designee(s) business requirements and applicable internal guidelines.
- Accenture shall have no access to the Nueces County Hospital District's and/or its designee(s) personal data.
- Accenture and its personnel do not provide and will not be required to provide any legal, regulatory, audit, medical, insurance or tax advice. The Nueces County Hospital District and/or its designee(s) will be responsible for obtaining such advice from their own legal counsel or other licensed professionals.
- By its performance of these Services, Accenture shall not be precluded from performing any related or follow-on services for Nueces County Hospital District and/or its designee(s), either as a prime contractor or a subcontractor to another vendor.
- By performing the services described by this document, Accenture shall not be responsible to individuals for bodily injury or death resulting from COVID-19.

#### 4. Deliverables

a. Public Health Work Report

At the end of every two weeks, Accenture will provide a Public Health Work Report to Nueces County Hospital District and its designee(s) that:

- Provides an overview of work completed and advice provided pursuant to the work set out in the initial Work Plan or in previous Public Health Work Report
- Provides an agreed upon Work Plan for the following two weeks

Indicative services for Accenture planning and advisory may include, but are not limited to, the following (Note: these will be refined based on discovery):

- Strategy and Planning for COVID-19 Vaccine 2nd Dose Scheduling
- Emergency Operations Organization Reviews
- Digital Portal/Test Data Management - Testing and Assessment Services
- Public Health Messaging
- COVID-19 Data Analytics and Reporting

## 5. Team Structure

The program management services will be provided by the following Accenture Team members:

<u>Resource</u>	<u>Role</u>	<u>Dedication</u>
Rob Cohan	Engagement Executive	Part Time
Ryan Callison	Project Lead	Part Time
James Callison	Project Consultant	Part Time

## 6. Program Fees and Expenses

The fixed-fee pricing for services and deliverables is described in in the COVID-19 Response Services table below.

The price includes applicable taxes. Accenture will invoice Nueces County Hospital District via mail or email in accordance with the invoicing schedules below.

### COVID-19 RESPONSE SERVICES

#### Deliverable

<u>Number</u>	<u>Deliverable Description</u>	<u>Deliverable Date</u>	<u>Invoicing Amount</u>
1	Public Health Work Report	End of Week 2	\$32,500
2	Public Health Work Report	End of Week 4	\$32,500
3	Public Health Work Report	End of Week 6	\$32,500
4	Public Health Work Report	End of Week 8	\$32,500

The Nueces County Hospital District reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the District.

The Nueces County Hospital District shall review the invoice against the required service/deliverable provided under this Agreement. Upon approval of invoice by Nueces County Hospital District and its designee(s), payment shall be remitted by District. Nueces County Hospital District shall pay Accenture undisputed amount of invoice within thirty (30) calendar days of invoice date with payment sent via the United States Postal Service to the address provided by Accenture on the invoice. If the Nueces County Hospital District determines that payment for specific fees and/or services are disputed, the undisputed portion of the invoice shall be approved for payment. The Nueces County Hospital District

and Accenture shall attempt to resolve the disputed portion of the invoice with ten (10) calendar days.

7. Notice:

Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing.

8. Amendment:

This agreement may be changed or amended at any time by written mutual consent of the Nueces County Hospital District and Accenture.

9. Confidentiality.

Accenture agrees that all information obtained under the terms of this Agreement will not be publicly disclosed or used other than for the activities contemplated hereunder except as required by law or by the rules and regulations of any regulatory authority or with prior written consent of the Nueces County Hospital District, such consent not to be unreasonably withheld. Accenture agrees further to enter into a mutually acceptable Business Associate Agreement pursuant to HIPAA upon Nueces County Hospital District's request.

10. Period of Performance

The period of performance for the services in this SOW shall be (eight) 8 weeks, commencing on March 8, 2021 and expiring on April 30, 2021. The Nueces County Hospital District may terminate this agreement without cause and for reasons of its own upon providing fifteen (15) days' notice to Accenture or as otherwise provided herein. The Nueces County Hospital District may direct suspension of work during pendency of termination notice. The Nueces County Hospital District will only be responsive for payment of work performed through date of termination. This contract is being entered into pursuant to the terms and conditions of the State of Texas Department of Information Resources Deliverables Based IT Services Contract DIR-TSO-4005 located here:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIRTSO-400S&keyword=4005>.

11. Entire Agreement:

This Agreement sets forth the entire understanding and agreement of the Nueces County Hospital District and Accenture and supersedes any and all oral or written agreements or understandings as to the subject matter of this Agreement. Neither the Nueces County Hospital District nor Accenture is relying upon any warranties, representations, assurances, or inducements not expressly set forth herein.

The undersigned have had the opportunity to review the above Agreement, understand all of its terms, and accept and agree to be bound by the Agreement.

In Concurrence with the Terms Above:

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Barbara Canales, Nueces County Judge  
Head of Emergency Management for  
Nueces County Region

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Date:



Accepted and Agreed:



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2/12/21  
Date

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March 5, 2021  
Date