



TO: T.C. Broadnax, City Manager

FROM: James P. Duggan, Fire Chief ^(L)

SUBJECT: **HEALTHCONNECT CONSULTING CONTRACT AMENDMENT 2**
(REVISED)

DATE: August 29, 2013

Attached for your review and approval is draft Amendment No. 2 to the existing Professional Services Agreement between the City of Tacoma and HealthConnect Consulting, LLC, Puyallup, Washington, for professional consulting services in support of the TFD CARES program.

Last year the consulting contract with HealthConnect Consulting was developed as one of the key pieces in the initial work of the TFD CARES program. The consultant was used to help review the needs of some of TFD's high utilizers of emergency services and, where needed and appropriate, assist the department to establish connections and/or relationships between those patients and other programs and agencies providing assistance that may better meet the needs of those patients than repeated access to TFD and other emergency care providers.

As you know, it is now obvious that the initial work of TFD CARES has been even more successful than we hoped. As a result, we have negotiated the attached proposed amendment to the existing contract to establish the program on a more permanent basis. The amendment will approve a further increase in the consulting hours provided to the TFD CARES program and extend the contract through December 2016.

The attached proposed amendment will increase the existing contract with HealthConnect Consulting by \$1,181,970 to \$1,371,970. The term of the agreement will be extended from September 30, 2013, through December 31, 2016.

Funding to support the contract increase is available in the 2013–2014 EMS Fund 1155 budget, using fees received from the private ambulance contract for this purpose and from conditioned grant funding awarded for this purpose.

Please approve the attached. If you have questions concerning the proposed amendment or you desire additional information, please contact me directly.

Attachment

Approved: _____

REVISED DRAFT
AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT is made and entered into effective as of the ____ day of _____, 2013 ("Effective Date"), by and between the **CITY OF TACOMA**, (hereinafter called the "CITY") and **HealthConnect Consulting** (hereinafter called the "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into a Professional Services Contract (the "Contract") for assistance identifying the needs of high utilizers of Fire Department emergency services and directing those patients to agencies and programs that may potentially better meet the needs of those patients, in the amount of \$50,000 on August 30, 2012; and

WHEREAS, due to the initial success of the TFD CARES program and the desire of the Fire Department and the Contractor to increase the work performed by the Contractor, the parties amended the original contract to increase the total contract to \$190,000 by Amendment No. 1 to the Contract, and

WHEREAS, the parties now wish to further amend the Contract to again increase the work performed by the Contractor and extend the duration of time for Contractor's performance thereunder through December 31, 2016,

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 2. A. of the Contract is amended and replaced as follows:
 - A. The term of this agreement shall be from August 30, 2012, and continue through December 31, 2016.
2. Section 3 of the Contract as amended is hereby further amended and replaced as follows:
 - A. The City shall compensate the Contractor for the services and deliverables performed under the Contract as follows:
 1. At the rate of \$20,256 per month for not less than 422 hours of work performed each month for the remaining months of 2013.
 2. At the rate of \$30,833.33 per month for not less than 522 hours of work performed each month during 2014.
 3. At the rate of \$31,675.00 per month for not less than 522 hours of work performed each month during 2015.
 4. At the rate of \$32,558.83 per month for not less than 522 hours of work performed each month during 2016.

- B. The total maximum amount to be paid by the City for the Contractor's full and complete performance of the Scope of Work hereunder shall not exceed \$1,371,970.00 without the written consent of the City. Said amount shall be the total compensation for the Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by the Contractor.
- C. The Contractor shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit "B" for services completed and/or deliverables furnished during the previous month. Upon the City's request, the Contractor shall submit necessary and appropriate documentation, as determined by the City, for all invoiced services and deliverables.
- D. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E. The City may withhold payment to the Contractor for any services or deliverables not performed as required hereunder until such time as the Contractor modifies such services or deliverables to the satisfaction of the City.
- F. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G. In the event the Contractor incurs cost in excess of the sum authorized for service under this Contract, the Contractor shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the Contractor shall have no claim against the City on account thereof.
- H. The City and the Contractor both acknowledge the actual amount of work the City will request from the Contractor will depend upon whether the City is successful receiving grant funding for which it applies. In the event the City is not successful receiving grant funding, the amount of work requested of the Contractor will be reduced and/or the Contract may be suspended or terminated, in accordance with the provisions of Section 8 of the Contract.

Except as expressly modified hereby, all other terms and conditions of the Contract shall remain the same **and in full force and effect.**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Effective Date first written above.

CITY OF TACOMA FIRE DEPARTMENT

HEALTHCONNECT CONSULTING, LLC



T.C. Broadnax, City Manager

Authorized Representative of Contractor

James P. Duggan, Fire Chief

Print Name: Carolynn J. Morris
1616 12th St SW, Puyallup, WA 98371

Title: Member

Tax ID.: 80-0846003

Andrew Cherullo, Finance Director

Approved as to Form and Legality:

Debra Casparian, Deputy City Attorney

Debbie Dahlstrom, Risk Manager

Doris Sorum, City Clerk