

September 21, 2021
THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
SPECIAL MEETING

ORDER NO. 8.K.12

RE: Emergency Purchase of Epidemiologic Investigation Software for Brazoria
County Health Department

Approval to purchase epidemiologic investigation software for the Brazoria County Health Department in the amount of \$210,000.00 from Yes And LLC. (Yes&) of Houston, Texas. Yes And LLC offered the best product meeting our specifications at the lowest cost to the County. This is an emergency purchase and will use the American Rescue Plan Act of 2021 funding designated to stopping the spread of the COVID-19 pandemic.

Further, pending review by the District Attorney's Office, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.



BrazoriaCounty TX

Court Order

Emergency Purchase of Epidemiologic Investigation Software for Brazoria County Health Department

Information

Department:

Purchasing

Sponsors:**Category:**

Purchase

Attachments

[Printout](#)[Justification for Non-Comp Emerg Purchase signed](#)[Brazoria County Agreement in Full.docx](#)

Body

Approval to purchase epidemiologic investigation software for the Brazoria County Health Department in the amount of \$210,000.00 from Yes And LLC. (Yes&) of Houston, Texas. Yes And LLC offered the best product meeting our specifications at the lowest cost to the County. This is an emergency purchase and will use the American Rescue Plan Act of 2021 funding designated to stopping the spread of the COVID-19 pandemic.

Further, pending review by the District Attorney's Office, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.

Powered by [Granicus](#)

JUSTIFICATION FOR NON-COMPETITIVE EMERGENCY PURCHASE

DATE: 09/08/2021

TO: Susan Serrano, CTPM., CTCM., Purchasing Director

For Presentation to Commissioners' Court:

County Judge L. M. "Matt" Sebesta, Jr.
Commissioner Stacy Adams
Commissioner Donald Payne
Commissioner Ryan Cade
Commissioner David Linder

Following is our justification for a non-competitive emergency purchase, per Texas Local Government Code 262.024(a)(2) an item necessary to preserve or protect the public health or safety of the residents of the county:

A. Explanation of the need for the specification/purchase:

The County Health Department is currently using a database, Texas Health Trace, for epidemiologic investigations related to COVID-19. The State operates Texas Health Trace, but funds have not been appropriated for continuation of this valuable service utilized to assist the Health Department's fight against the spread of COVID-19. It will cease operations completely on October 31, 2021.

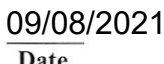
Currently, Texas Health Trace can only be used for documenting COVID 19 case investigations. However, that portion of Texas Health Trace will end on October 31st when the database moves to the National Electronic Disease Surveillance System (NEDSS). This is the Federal database for infectious disease investigations and reporting. It has been unreliable and reporting has also been insufficient at best.

As of September 1, all jurisdictions are responsible for their own investigations and public health follow-up. The State is expecting the local Health Departments to use their existing DSHS COVID contract funds to ensure sufficient staffing and other resources to keep up with investigations. At this time, Brazoria County Health Dept does not have enough DSHS COVID funds to purchase the software so, we will be utilizing ARPA funds that have been designated to assist with the effort in stopping the spread of COVID 19.

The State of Texas has released a" Recommended Prioritization of COVID-19 Case Investigations in Texas to local health departments. In order to implement these recommended priorities, the County will need to purchase new software to conduct the epidemiological investigations necessary to mitigate the COVID-19 pandemic.

The County was not notified of the State's non-appropriation of the service until July 29, 2021. The Health Department immediately began researching alternatives to replace Texas Health Trace and asked IS for assistance. Only two solutions were found to be suitable to replace the system that the State had provided to local entities. The alternatives were vetted and quotes were obtained from both vendors, YES& and MTX. It took several weeks to determine that there were adequate solutions to take the place of Texas Health Trace.

Due to time constraints of the current solution ending in phases, less than a month after notification by the State, a procurement is not possible because it will take several weeks for the software to be implemented and fully operational for the functionality required by the Health Department to continue to fight the spread of COVID-19. A competitive procurement would take a minimum of 30 days and the ability to use Texas Health Trace at all will end before the software could be fully operational. Therefore, it is necessary for the Commissioners Court to authorize a non-competitive procurement to protect the public health and safety of the residents of Brazoria County.

			
Department Head	Date	Purchasing Director	Date



SOFTWARE DEVELOPMENT AND LICENSE AGREEMENT

This Software Development and License Agreement (the "Agreement") is entered into as of September 1, 2021 by Yes And LLC ("Yes&"), located at 5300 N Braeswood Blvd, Suite 4-689, Houston, TX 77096 and Brazoria County (the "User"), located at 111 E. Locust Street, Angleton, TX 77515.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Yes& and User agree as follows:

1. Scope of Services

YES& team will customize and implement a software solution that allows public health employees to track covid testing cases and contact tracing based on Appendix I.

2. Software License.

Yes& hereby grants to User a non-exclusive, non-transferable, limited license to use the Software related to User's public health business processes as set forth in this Agreement.

3. Restrictions.

User shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Yes&. The User may not use the Software for any use prohibited by law. This Agreement does not give User any intellectual property rights in the Software. The User agrees not to make any attempt to discover or obtain the source code for the Software. The User may not duplicate any part of the software and create User's own software.

4. Fee.

In consideration for the grant of the license and the use of the Software, User agrees to pay to Yes& \$210,000 as an implementation, software license, and administration fee based on Appendix I. Refunds are not applicable. Yes& will provide 3 admin logins and up to 20 communities licenses. More admin and communities logins, if needed, can be purchased for \$175 per login per month and \$15 per login per month respectively.

5. Facilities

The software includes facilities for managing public health services. Inclusion of other facilities and addition of modules is solely up to discretion by Yes&.

6. Warranty of Title.

Yes& hereby represents and warrants to User that Yes& is the owner of the Software or otherwise has the right to grant to User the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, User's sole remedy shall be to require Yes& to replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

7. Warranty of Functionality.

Yes& warrants that the Software shall perform in all material respects according to the Yes&'s specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, User shall promptly notify Yes&. User's sole remedy shall be that Yes& shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Yes&.



8. Privacy & Use of Information & Data Security.

Yes& undertakes to ensure that our privacy policy is adhered to. Yes& only uses information in ways necessary to improve the software. Yes& acknowledge that User's clients' information will be kept strictly confidential and that Yes& will not release User's clients' information to anyone for any reason, whatsoever.

9. Payment.

Payment of the license fee shall be made as set forth in this agreement in Appendix I. Payment of any other amount owed by User to Yes& pursuant to this Agreement shall be paid within thirty (30) days following invoice from Yes&. In the event any overdue amount owed by User is not paid following ten (10) days written notice from Yes&, then in addition to any other amount due, Yes& may impose and User shall pay a late payment charge as decided by Yes&.

10. Warranty Disclaimer.

YES&'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability.

Yes& shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Yes& was advised of the possibility of such losses in advance. In no event shall Yes&'s liability hereunder exceed the amount of license fees paid by User, regardless of whether User's claim is based on contract, tort, strict liability, product liability or otherwise.

12. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Yes&:
Yes And LLC
5300 N Braeswood Blvd, Suite 4-689
Houston, TX 77096

If to User:
Brazoria County
111 E. Locust Street
Angleton, TX 77515

13. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the province of the State of Texas

14. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by User without the prior express written approval of Yes&.

15. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.



16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

17. Nondisclosure

During the term of this Agreement and thereafter, Yes& shall not, without the prior written consent of the User, disclose or use for any purpose (except in the course of his or her service under this Agreement and in furtherance of the business of the User) confidential information or proprietary data of the User, except as required by applicable law or legal process; provided, however, that "confidential information" shall not include any information known generally to the public or ascertainable from public or published information (other than as a result of unauthorized disclosure by the Yes&) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the User. The Yes& agrees to deliver to the User at the termination of his or her service, or at any other time that the company may request, all memoranda, notes, plans, records, reports and other documents (and copies thereof) relating to the business of the User which Yes& may then possess or have under his or her control.

18. Arbitration

The parties hereby waive their rights to a trial before a judge or jury and agree to arbitrate before a neutral arbitrator any and all claims or disputes arising out of this agreement, including, but not limited to, breach of contract, breach of covenant of good faith and fair dealing, defamation, fraud, misrepresentation, claims regarding commissions, infliction of emotional distress, unfair business practices, or any tort or tort-like causes of action. Notwithstanding the foregoing, claims concerning the validity, infringement, or enforceability of any trade secret, patent right, copyright, or any other trade secret or intellectual property held or sought by either Yes& or the User (whether or not arising under the User's Yes&'s Proprietary Information and Inventions Agreement) are the only claims that may be resolved in any appropriate forum (including courts of law) as required by applicable laws then in effect. The arbitrator's decision shall be written and must include the findings of fact and law that support the decision. The arbitrator's decision will be final and binding on both parties, except to the extent applicable law allows for judicial review of arbitration awards. The arbitration shall be conducted in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association and shall take place in the State of Texas.

19. Termination.

User's license is terminated if the User violates this Agreement. User can terminate this Agreement at any time with 30-day notice to Yes&. Upon termination, the User must destroy all copies of the Software and related documentation.

20. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.



IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the User by its duly authorized officer.

CONSULTANT
Yes&

USER
Brazoria County

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:



APPENDIX I

Project Overview

Brazoria County needs to transition from the State of Texas Health Trace system (Salesforce) for tracking covid lab test results, case management, contact tracing and vaccine uptake. This project will involve creating a new system based on the Salesforce ecosystem that will allow Brazoria County to manage their Covid-19 response effectively and efficiently.

Technology Stack

- Salesforce –
 - Salesforce will be your overall database of record for all Covid-19 data.
- Salesforce Communities –
 - Salesforce Communities Portal will be a system that allows for a simplified and cost-effective approach for public health employees to effectively do their job by allowing the portal to read from Salesforce and update/create data in Salesforce.
- Data Loading scripts –
 - An architectural system that passes data from spreadsheets to salesforce. This is an enterprise system that makes the automation possible.
- Box –
 - Box is a HIPAA enterprise level file management system that works in conjunction with load scripts and Salesforce in a seamless fashion that allows for automation of lab data and any other types of data input.
- Geocod.io –
 - Geocode.io is the system that allows for pinpointing exact coordinates for addresses using FIPS. This allows for understanding whether individuals live inside or outside of the county. We will pass lab contact data or organizational data to geocod.io using a REST API (meaning we invoke this request directly in Salesforce. Each 'request' charges a small fee. Geocode.io will return with a fully normalized Address that we will update salesforce with. This is very powerful, as you can ascertain what county you are dealing with and the exact block you are dealing with (GIS). The discernments are done through something called a FIPS code. We pass no PII or HIPAA data to geocod.io (only addresses and a database id)
- Tableau –
 - Tableau is a business analytics (interactive reports and dashboards) tool that works seamlessly with Salesforce. It allows for external publishing, dashboard creation, and reporting to various groups. It has a world-class user interface for slicing and dicing data sets in a GIS visualization.



Project Scope

Data Modeling and Enterprise Systems Design

1. Create system architecture
 - a. Create map that explains each technology and its use
 - b. Architect each solution and software facet so that it best meets Brazoria County's needs
2. Setup and Build new Salesforce instance, Box instance, load scripts
 - a. Create and configure new instance based on needs (data modeling)
 - b. Create new app(s) for each team with custom interface (page layouts, list views, outline daily dashboards and reports, and other UI elements)
 - c. Identify and configure automations for streamlining business processes

Data Migration

3. Migrate Data from current systems
 - a. Extract data from current instance
 - b. Transform and normalize data to meet new system requirements
 - c. Load data into Salesforce

Lab Data Management (or other external data feeds)

4. Create autoloader for Lab data
 - a. Setup system to accept multiple lab data feeds into Salesforce with minimal data entry. System can support billions of data load transactions per year.
 - b. System will transform all viable permutations for biographical or testing type data to normalized agreed upon values. IE, M/Male/ML would be transformed to Male.
 - c. Setup system to notify Brazoria where lab data is malformed and cannot be transformed through automations.

Salesforce Community Portal

5. Create community portal for public health workers or any other group of contributors
 - a. Create portal that allows public health workers to go through business process(es) in web interface. Activities could include case management, vaccination review, break-thru case assessments, contact tracing and worker release forms.

Data Reporting Internal and External

6. Create dashboard/analytics connection for external reporting
 - a. Setup Tableau or other BI (Power BI) tool to allow for each external (outside of Brazoria Health District) automated reporting.
7. Create dashboard and reports for internal management
 - a. Customize reports to meet needs of staff and managers
 - b. Create executive- and tactical-level daily reports and dashboards



Process Automation Workflows

8. Customize algorithms to assign case load, manage duplicates, assign cases to households and GIS data to confirm county residency
 - a. Create system that creates and assigns cases in most appropriate manner
 - b. Create system that confirms county residency based on GIS address
 - c. Create system that reports out of jurisdiction cases.
 - d. Using known data points, create a system that will compute things like:
 - i. Auto-recover (for loss to follow-up cases), Hospitalization, Break-through cases, Re-infections, School infections (and school that child would be zoned too), worker release emails.
 - ii. We will support any other automation scripts if the data is existing in the system and the algorithm can be expressed.

Training and Continuous Improvement

9. Train management and public health workers on new system
 - a. Train all users on how to use new system and technologies
 - b. Train IT department or technical staff on architecture and how the software ecosystem works.
 - c. Transfer all knowledge on what is needed to operate the system
10. Iterate over automations, data management and reporting
 - a. Initial refinement of system after go-live
 - b. Create additional automations and workflows as needed
 - c. Support additional response initiatives that may arise

Timeline

- Now – September 30, 2021 -- Setup, Migration, and Customization of System by way of quick iterations
- September 27-30, 2021 -- Training of Staff
- Oct 1, 2021 -- Go Live on new system
- Oct 1 – Dec 31, 2021 -- Iterate, Improve, and Customize to Needs (including any other initiatives)
- Jan – Dec 2022 – Data Administration/Training/Knowledge Transfer (Up to 10 hours/month)

Implementation Cost

- \$185K – Implementation Fee
- \$12K – Software Licenses through December 2022
- \$13K – Database Administration Fee for 2022
- **\$210K – Total Cost for 2021-2022 Services and Software**



Commitment

We know that the scope of work for projects of this nature can rapidly change. We will commit to continuous work during this timeframe with you to make your business needs happen. During the time we work together, we will be happy to add or subtract parts of work within the covid response landscape (labs data processing, case management, vaccinations, and data metrics) at your discretion. For instance, if you identify a data repository that would help inform district public health decisions we would be happy to include that in the coming months – as we feel the frameworks and ecosystem is scalable to these types of requests. We know that traditional change requests and re-scoping of projects can dramatically slow progress and increase costs. We will do everything to avoid change requests and re-scoping. Further, we are committed to using Galveston County Health District’s implementation as a baseline for you – meaning everything they have currently is in scope for this bid. We will take special care that the implementation is transferable and scalable to other public health initiatives the district may encounter in coming year(s).

Additional Details

We take an iterative approach to our projects; we work interactively with you in “sprints” and take regular (often daily) feedback to optimize our development and train you on the system as it’s being built. This approach allows all project participants to move quickly and avoid expensive change requests. Further, it allows you to *see* and test what you are investing time and resources in and allow the team to quickly pivot *together* if needed – having something not work for you is not an option!

If for any reason Brazoria County decides to add more business processes/functions into the Salesforce ecosystem in 2022 or the future, we will be happy to discuss and price those projects separately on an as needed basis. We are committed to building a fully functional tool that meets your needs immediately and iterate on that during 2021. However, we know that your needs can evolve over time. We are committed to working through those with you when and if they happen.

About Yes&

Mission

Yes& is a nonprofit consulting firm that exists to empower organizations to transform the communities they serve. We have partnered with organizations in the nonprofit, healthcare, and government sectors on both strategy and technology projects that will help scale social impact.



Our Core Team

Aaron Godoy is a Principal Consultant at Yes&. Aaron has worked closely with nonprofits for over 7 years and is a certified Salesforce Application Architect. His experience spans numerous non-profit domains including health education, urban homelessness, global public health, and young adult workforce solutions. He specializes in data model architecture, systems integration, and custom user interfaces with a heavy emphasis on pristine user experience. Aaron holds a bachelor's degree from The University of Texas at Austin.

David Robertson is a Principal Consultant at Yes&. Dave has over 20 years of experience in the technology and nonprofit industries. His expertise includes building enterprise level architecture for financial systems, fundraising processes, marketing automation, and program measurement and evaluation processes. He has successfully helped multiple organizations grow and expand. Dave holds a bachelor's degree from Schreiner University.

Joe Small is a Principal Consultant at Yes&. He has over 10 years of experience in the nonprofit and higher education sectors including leading strategy for national nonprofit and working as a professor and assistant dean at a community college. He has overseen projects that include geographic expansion to new regions, multi-million-dollar strategic growth fundraising campaigns, organization-wide strategic plan adoption, and new program model development and implementation. His specialties include strategic planning, program innovation, growth fundraising, market research and analysis, and creating business processes. Joe holds a bachelor's degree from Drexel University and a master's degree from the University of Notre Dame.