

AN ORDINANCE 2013 - 04 - 11 - 0262

**AUTHORIZING A CONTRACT WITH OPENTEXT
INFORMATION OUTSOURCING SERVICES TO DIGITIZE AND
INDEX LOCAL BIRTH RECORDS FOR A COST OF \$100,000.00,
FROM THE INFORMATION TECHNOLOGY SERVICES FUND.**

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WHEREAS, on October 1, 2012, the Office of the City Clerk began managing the operation of Vital Statistics Records for Bexar County, a service previously managed by the San Antonio Metropolitan Health District; and

WHEREAS, the Office of the City Clerk evaluated the Vital Records business operations and determined that efficiencies could be gained by handling the production of birth records electronically rather than the current practice of handling the records manually; and

WHEREAS, the Office of the City Clerk requires a contract with a vendor experienced in dealing with the sensitive information visible in birth records, and OpenText Information Outsourcing Services has provided these services to multiple State agencies and municipalities through the Texas Council on Competitive Government; and

WHEREAS, this contract meets the requirements under the terms of the State of Texas Cooperative Purchasing Agreement adopted by the City of San Antonio by Resolution No. 91-39-53 on September 12, 1991; and

WHEREAS, it is now necessary to authorize the contract to enable the Office of the City Clerk to digitize and index approximately 41 years of local birth records from 1964 through 2004, in accordance with State and Federal regulations; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the City Clerk or her designee, is authorized to execute a contract to digitize and index local birth records with OpenText Information Outsourcing Services, through an existing cooperative purchasing agreement through the Texas Council on Competitive Government which is managed by the Texas Comptroller of Public Accounts, in order to permit the Office of the City Clerk to produce Birth Records electronically rather than by hand. A copy of the contract is attached and incorporated as **Exhibit A**.

SECTION 2. The amount of \$100,000.00 is appropriated in SAP Fund 74001000, Information Services Fund, SAP Internal Order #390000001610, SAP GL account 6102100 – Interfund Transfer out entitled Transfer To 09-00052-90-14-01. The amount of \$100,000.00 is authorized to be transferred to SAP Fund 40099000.

Section 3. The budget in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 09-00052, Digitizing of Birth Records, shall be revised by increasing SAP WBS Element 09-00052-90-14-01 entitled Transfer from IO# 390000001610, SAP GL Account 6101100 – Interfund Transfer In, by the amount of \$100,000.00.

Section 4. The amount up to \$100,000.00 is appropriated in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 09-00052, Digitizing of Birth Records, SAP WBS Element 09-00052-01-01, entitled Consulting Services, SAP GL Account 5202020.

Section 5. Payment in the amount not to exceed \$100,000.00 in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 09-00052, Digitizing of Birth Records, is authorized to be encumbered and made payable to OpenText Information Outsourcing Services, for consulting services.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This ordinance is effective immediately, upon passage by eight affirmative votes; otherwise, it is effective ten days from the date of passage.

***PASSED AND APPROVED** this 11th day of April, 2013.*

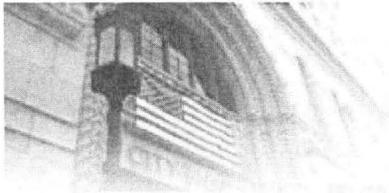

M A Y O R
Julián Castro

ATTEST:

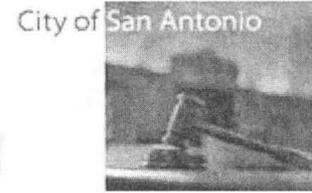

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 18

Name:	6, 8, 9, 10, 11, 14A, 14B, 14C, 15, 16, 17, 18, 19, 20						
Date:	04/11/2013						
Time:	10:55:28 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of a contract with OpenText to digitize and index local birth records. [Leticia M. Vacek, City Clerk]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Exhibit A

OpenText Contract

OPENTEXT

INFORMATION OUTSOURCING SERVICES



Birth Records Project Scope of Work

City of San Antonio – Office of the City Clerk
April 8, 2013

Submitted by:

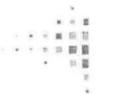
Catherine Drolet
Business Development
OpenText Information Outsourcing Services

Phone: 210.826.5501
Email: cdrolet@opentext.com

Submitted to:

Tina Flores
Assistant City Clerk
Office of the City Clerk

Phone: 210.207.6993
Email: tina.flores@sanantonio.gov

 **OPENTEXT**
INFORMATION OUTSOURCING SERVICES

Contacts:

Executive Sponsor – CoSA

Leticia M. Vacek
City Clerk
210.207.7253
leticia.vacek@sanantonio.gov

Information Technology – CoSA

David Keown
Systems Integrator
210.207.4213
david.keown@sanantonio.gov

Project Manager – CoSA

Tina Flores
Assistant City Clerk
210.207.6993
tina.flores@sanantonio.gov

Information Technology – CoSA

Justin Bedard
Business Relationship Manager
210.207.0293
justin.bedard@sanantonio.gov

Sales Contact - OpenText

Catherine Drolet
Business Development
210.826.5501 - Office
210.860.6906 - Cell
cdrolet@opentext.com

Lead Operations Contact - OpenText

Bo Bowman
VP, Operations
210.826.5501 - Office
210.382.8121 - Cell
bbowman@opentext.com

Project Manager - OpenText

Vicki Biediger
Back-up Project Manager
210.826.5501 - Office
vbiediger@opentext.com

Production Manager - OpenText

Rob Allen
Production Manager (Conversion)
210.826.5501 - Office
rallen@opentext.com

Executive Sponsor - OpenText

Chuck Barnett
VP, Information Outsourcing Services
210.826.5501 – Office
210.381.2758 - Cell
cbarnett@opentext.com

Schedule of Rates

Rates used herein are directly from the CCG Contract with the Council on Competitive Government

Item description	Contract Price per Unit
Document Preparation at IOS Facility.	\$23.00 per hour
Document Capture at IOS Facility (Letter/Legal @ 300 dpi)	\$0.031 per image
Document Capture at CoSA Facility (Letter/Legal @ 300 dpi)	\$0.0395 per image
Document Indexing – Manual Key	\$0.045 per index field
Programming & Technical Support	\$75.00 per hour
Programming and Technical Support – One Time Fee	\$2,000.00

Payment terms

Project billed on actual numbers	Project billed monthly	Payment terms are net 30
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Executive Overview of Birth Records Project

The City of San Antonio (CoSA) has forty-one years of Birth Records and Amendments that require capture and import to FileNet. The documents of this project represent the years from 1964 through 2004. An estimated image count for this project is 1,000,000; which includes the Birth Record and any associated Amendment(s).

Project Summary

OpenText Inc., Information Outsourcing Services (IOS) will provide document conversion services (the "Services") on the above detailed Birth Records and Amendments. IOS will perform Onsite Document Preparation and Document Capture. Data Entry and Quality Assurance Controls will be performed in our facility in San Antonio, Texas.

During the process IOS will reject all Birth Records without a Registrar's signature. Additionally, only the top Birth Record (when two or more Birth Records are taped together) will be captured. (This process excludes Amendments.) These Birth Records will be presented to the CoSA for verification.

As a final step and to validate the entire project, IOS will generate a listing of all Birth Records that did not validate from the State of Texas listing. These images will be included in an *Exception Report* (see page 6; item 9c) and will require CoSA review and determination.

IOS Holidays

IOS holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

Work Plan

1. IOS will capture and validate several Birth Records and Amendments to ensure proof of concept and CoSA approval before starting at full production.
2. CoSA will provide access to all years of Birth Records and Amendments under this project, as well as, direct which year(s) to capture first and the order of years thereafter.
3. IOS will capture all Birth Records and Amendments at CoSA's facility between the hours of 8:00 a.m. and 4:00 p.m. If a delay or change is needed CoSA will be notified as soon as possible.

4. IOS will prep Birth Records and Amendments. Document prep will include the following tasks:
 - a. Removing all paper clips and staples and tape
 - b. Repairing ripped or torn documents
 - c. Visually inspecting for Registrar's signature
5. IOS will capture Birth Records and Amendments in Black & White at 300 dpi.
6. IOS will redact all hospital or doctor information on Birth Records under the Registrar's signature.
7. IOS will redact the left and right hand margins for a more desirable image.
8. IOS will read the Birth Records and Amendments with optical character recognition software, or manually key birth year, local file number, and date received fields then validate against the "match and merge" database provided by the State of Texas. Below are the required index fields:
 - a. Birth Year – capture then match against TX database
 - b. File Number – capture then match against TX database
 - c. Date Received - capture then match against TX database
 - d. Child Last Name – auto populate from TX database
 - e. Child First Name – auto populate from TX database
 - f. Child Middle Name – auto populate from TX database
 - g. Date of Birth – auto populate from TX database
 - h. Mothers Last Maiden Name – auto populate from TX database
 - i. Mothers First Name – auto populate from TX database
 - j. Mothers Middle Name – auto populate from TX database
 - k. Fathers Last Name – auto populate from TX database
 - l. Fathers First Name – auto populate from TX database
 - m. Fathers Middle Name – auto populate from TX database
9. During the document capture and auto capture/manual indexing phases, IOS will perform the following Quality Assurance Steps and Final Validation:
 - a. IOS will examine each captured image for image quality to ensure the captured image is free of any obstructions or issues that impair legibility.
 - b. IOS will visually validate Birth Records and Amendments against the State of Texas database extract.

- c. IOS will provide a final validation step listing any Birth Records and Amendments that were not on the State of Texas database extract. IOS will provide an *Exception Report* in excel format, with hot link to image(s) in question, to CoSA assigned personnel for reconciliation. *Exception Report* shall include; but not limited to:
 - a. No Local Registrar signature
 - b. Paper quality is unacceptable; example; water damage or brittle paper. (Brittle paper Birth Records will be scanned in a protective sleeve on site or on a flatbed scanner at IOS facility and returned the next business day.)
 - c. No local file number
 - d. No match in the State of Texas database
 - e. Two Birth Records which are taped together
 - f. Two or more Amendments for one Birth Record
- d. IOS will maintain error rate of no more than 2%. CoSA will use a random sampling method to establish vendor error rate. CoSA, at its discretion, may validate entire shipment of files. The 2% error rate will be applied to errors made in images:
 - a. not captured
 - b. poor quality captured image from a quality document and
 - c. errors in keying index fields

Errors in database provided by the State of Texas will not be counted in error rate against IOS. Errors will be calculated in comparison to the number of documents with errors and not in comparison to the total number of index fields.

All batches that are over the 2% error rate will be rescanned in their entirety.

- 10. Images will be delivered as single page tiff.
- 11. Provide export metadata in pipe delineated format for import into FileNet.
- 12. At the request of CoSA; or after 90 days from project completion. CoSA will ask for all data to be electronically shredded in IOS possession. A certificate of destruction will be provided to CoSA affirming destruction of all images and metadata of this project.
- 13. Estimated costs and total image assumptions are attached to this SOW as Quote 20130218-03.

OpenText Responsibilities

1. IOS is responsible for managing and completing the Services as described above in this Statement of Work. Any changes to this Statement of Work may increase the length of time it will take to complete this project and/or increase the cost of this project.
2. IOS is responsible for providing personnel as required to complete the Services.
3. IOS is responsible for providing all software and procedures not specifically referenced that are required to complete the Services; which includes the following:
 - a. Capture equipment and software for document/plan conversion.
 - b. Secure storage for images and metadata project term.
 - c. Turnaround all work on a predetermined basis as agreed upon with CoSA.
4. OpenText will manage the throughput of Services so as to not run over the Purchase Order amount provided by CoSA.
5. IOS will digitally destroy all images and metadata at the request of CoSA after project completion and acceptance. All services will be completed within six months.

CoSA Responsibilities

1. CoSA to provide continued representation during the term of this project.
2. CoSA will decide in what order the years of Birth Records and Amendments will be captured and provide access to the Birth Records and Amendments during the project.
3. Respond and provide best faith effort to resolve *Exception Reports* within 14 days.
4. Review images within 14 days of having access to images.
5. An estimated storage requirement for 1 million images is 50 Gigabytes

Change Management Process

On a go-forward basis, changes to this Statement of Work will be provided in writing to Bo Bowman or Catherine Drolet from IOS. Statement of Work changes will only be allowed from the following COSA personnel:

Leticia M. Vacek and/or Tina Flores

IOS will implement mutually agreed upon changes within 72 hours of receipt of written change request. In the event the change requires retroactive changes to completed files, the time required to make the changes to the completed files will be billed at a rate of \$23.00 per hour.

Additional Provisions

1. Any changes to the Statement of Work can be made only in writing (hard copy or through email requests) and signed by authorized representatives of CoSA and IOS, and will thereupon become part of this Statement of Work. Any such changes may increase the price or lengthen the schedule for this project.
2. Unless otherwise stated herein, the work described in this Statement of Work is to be performed during IOS's scheduled production shifts, excluding IOS holidays. Scheduled production shifts are Monday through Friday, 8:00 a.m. to 5:00 p.m. Any services required outside of IOS's scheduled production shifts must be agreed to by IOS and CoSA in advance.

Acceptance and Authorization

The signatures below constitute acceptance of this Statement of Work and the following attachments:

Quote 20130218-03 which details the pricing for this project. (Council on Competitive Government pricing schedule is used for the foundation of this pricing quotation).

Specifically the sections below are reiterated from the Council on Competitive Government schedule and made a part of this SOW:

8.5 Independent Vendor

The Contract must not render the Vendor an employee, officer, or agent of the CoSA for any purpose. The Vendor is and must remain an independent vendor in relationship to the CoSA. The CoSA must not be responsible for withholding taxes from payments made under the Contract. The Vendor must have no claim against the CoSA for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8.5.1 No Assignment by Vendor

The Vendor must not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the CoSA.

8.5.2 Indemnification and Liability

The Vendor must defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and the CoSA, its officers, and employees and vendors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of the Vendor or any agent, employee,

subcontractor, or supplier of the Vendor in the execution or performance of the Contract. The Vendor must coordinate its defense of any claims with the Texas Attorney General as requested by the CoSA. This section is not intended to and must not be construed to require the Vendor to indemnify or hold harmless the State of Texas or the CoSA for any claims or liabilities resulting from the negligent acts or omissions of the CoSA or its employees.

8.5.3 Vendor Liability for Damage to Government Property

The Vendor must be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractor, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Vendor must notify the CoSA Contract Manager in writing of any such damage within one (1) calendar day.

The City of San Antonio

OpenText

Leticia M. Vacek

Chuck Barnett

Title: City Clerk

Title: VP, Information Outsourcing Services

Signature: _____

Signature: *Chuck Barnett*

Date: _____

Date: *April 8th, 2013*

OpenText

10537 Gulfdale Drive, San Antonio, TX 78216
 Phone (210) 826-5501 Fax (210) 826-5819
 http://www.opentextbpm.com

OPENTEXT

Name	City of San Antonio, Office of the City Clerk		Salesperson	Cathy Drolet	
Address	719 S. Santa Rosa		Date	2/18/2013	
City	San Antonio	State/Zip	Texas - 78204	Quote Ref.	20130218-03
Phone	210-207-7253	Fax		Phone	(210) 826-5501
Contact	Leticia Vacek	Email	leticia.vacek@sanantonio.gov	Fax	(210) 826-5819
				Email	cdrolet@opentext.com

Onsite Conversion of City of San Antonio Birth Records

Item	Units	Description	Catalog #	Unit Price	TOTAL
		Project Estimated 1,000,000 Total Images			
1	0	Document Preparation * Included as part of scanning	PREP	\$23.00	\$ -
2	1,000,000	Document Scanning (Onsite) * Based on the terms of this SOW	SCAN	\$0.0395	\$ 39,500.00
3	1,000,000	First Quality Assurance Step of Each Image after Scanning * Included in scan price	1-QA	\$0.000	\$ -
4	900,000	Keyed Index Field * Index Field will auto captured or manually keyed * Birth Year, Date Received and File Number * Scan Date will be provided by OpenText * Database extract from the State will provide all other required fields	Field	\$0.0450	\$ 40,500.00
5	1,000,000	Second Quality Assurance Step of Images and Index Data * Included in scan charge	2-QA	\$0.000	\$ -
6	1,000,000	Image and Metadata Export to FileNet * Required for Full Text Search Multi-Page PDF	Export	\$0.000	\$ -
7	0	Image Hosting (if requested) Monthly Charge * After project is complete if customer requests hosting services	Hosting	\$750.000	\$ -
8	1	Programming and Technical Support * Project Setup Fee * Estimated 27 hours @ \$75/hr. Not to exceed \$2,000	Tech	\$2,000.000	\$ 2,000.00
		Council on Competitive Government (CCG) Pricing Contract Number: CCG--DIS-2010-003			
		TOTAL			\$ 82,000.00

Special Notes:

****These are estimate only. Billing will be on actual numbers.**

Signature: _____

Payment Terms: Net 30

Signature: _____