

**INTEGRATION AGREEMENT  
FOR  
ANNUAL CONTRACT FOR VITAL RECORDS MANAGEMENT SYSTEM  
REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")  
NO. 23-102; 6100016954**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation ("City") acting by and through its Director of Finance or said Director's designee ("Director"), pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and **Genesis Systems, Inc.** ("Genesis" or "Vendor"). City and Vendor may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE 1  
CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City's RFCSP No. 23-102; 6100016954, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. HIPAA Business Associate Agreement (**Attachment B**);
- d. HHS Data Use Agreement – DUA (**Attachment C**);
- e. Genesis Systems, Inc.'s Price Schedule submitted in response to City's RFCSP No. 23-102; 6100016954 (hereinafter, the "Price Schedule") (**Attachment D**);
- f. Statement of Work, Version \_\_\_\_\_, dated \_\_\_\_\_ (the "SOW") (**Attachment E**);
- g. Genesis Systems, Inc.'s Proposal submitted in response to RFCSP No. 23-102; 6100016954 (hereinafter, the "Vendor's Proposal") (**Attachment F**);
- h. Genesis Systems, Inc.'s Software License Agreement, as revised (**Attachment G**);
- i. Genesis Systems, Inc.'s Support Agreement, as revised (**Attachment H**); and
- j. Genesis Systems, Inc.'s Database License Agreement, as revised (**Attachment I**).

## **ARTICLE 2**

### **TERM**

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and shall continue in full force and effect on a year-to-year basis for five (5) years after implementation/set up and City's final acceptance of the system, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 Renewals. At City's option, this contract may be renewed under the same terms and conditions for three (3) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.
- 2.3 Temporary Short-Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

## **ARTICLE 3**

### **NOTICE**

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
Finance Department, Procurement  
Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Genesis Systems, Inc.  
2400 Park Drive, Suite 102  
Harrisburg, PA 17110

With copy to:

City of San Antonio  
Office of City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

#### **ARTICLE 4** **PRICE SCHEDULE**

**Attachment D**, Price Schedule, is hereby revised to include additional functionality to ensure compliance with City standards and requirements as identified in the SOW, **Attachment E**, on the effective date of this Agreement, and City is electing to include the proposed Imaging Module with the applicable annual support and hosting for the costs listed in the Price Schedule. Any future changes to the Price Schedule shall be in accordance with **Attachment A – RFCSP** Section 007 – General Terms & Conditions, Change Orders.

#### **ARTICLE 5** **OWNERSHIP OF DOCUMENTS**

**Attachment A**, RFCSP Section 007 – General Terms & Conditions, Ownership of Documents, is revised to add: As between the parties, Genesis is and will remain, the sole and exclusive owner of all right, title, and interest in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation, including all Intellectual Property Rights therein, subject only to the license granted hereunder. “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software.

**ARTICLE 5**  
**ENTIRE AGREEMENT**

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth in this contract shall supersede and govern the license terms between City and Vendor.

In the event that conflicting or additional terms in Vendor software license agreements, shrink/click wrap license agreements, service agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of this Agreement.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Name: Angelica Mata


Title: Assistant Finance Director

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Attorney

**GENESIS SYSTEMS, INC.**

  
\_\_\_\_\_  
Name: Richard J. Huber

Title: Treasurer & Chief Executive Officer

Date: 4/12/2024