

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR ENHANCED DISEASE SURVEILLANCE SYSTEM

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 23-072; 6100016711**

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 **Forefront Topco, LLC, dba InductiveHealth Informatics LLC** (“InductiveHealth” 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. 23-072; 6100016711, including all exhibits, attachments and addendums thereto (**Attachment A**);
- c. HIPAA Business Associate Agreement (**Attachment B**);
- d. Vendor’s Price Schedule submitted in response to City’s RFCSP No. 23-072; 6100016711 (hereinafter, the “Price Schedule”) (**Attachment C**);
- e. Statement of Work, Version 7, dated 02/28/2024 (the “SOW”) (**Attachment D**);
- f. Vendor’s Proposal submitted in response to RFCSP No. 23-072; 6100016711 (hereinafter, the “Vendor’s Proposal”) (**Attachment E**); and
- g. Vendor’s End User Access Agreement Terms and Conditions, as revised (**Attachment F**).

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 three (3) 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 two (2) 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
Health Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Forefront Topco, LLC
2870 Peachtree Rd NW #915-3304
Atlanta, GA, 30305

With copy to:

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

ARTICLE 4
INSURANCE

- 4.1 Prior to the commencement of any work under this Agreement, Vendor must provide a completed Certificate(s) of Insurance to City's Health Department. The certificate must be:
- clearly labeled with the name of this Agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf City will not accept Memorandum of Insurance or Binders as proof of insurance); and
 - properly endorsed and have the agent's signature, and phone number.
- 4.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Health Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.
- 4.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, Vendor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.
- 4.4 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Health Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.
- 4.5 If the City does not receive copies of insurance endorsement, then by executing this Agreement, Vendor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.
- 4.6 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 4.7 Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, at Vendor's sole expense, insurance coverage written on an occurrence basis (unless otherwise noted below), by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Vendor

claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

- 4.8 Vendor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Vendor and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.
- 4.9 If a loss results in litigation, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Vendor must comply with such requests within 10 days by submitting the requested insurance documents to the City at the following address:

City of San Antonio
Attn: Health Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- 4.10 Vendor's insurance policies must contain or be endorsed to contain the following provisions:
- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 4.11 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 4.12 In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Vendor to stop work and/or withhold any payment(s) which become due to Vendor under this Agreement until Vendor demonstrates compliance with requirements.
- 4.13 Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
- 4.14 Nothing contained in this Agreement shall be construed as limiting the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.
- 4.15 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

- 4.16 Vendor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

ARTICLE 5
INTELLECTUAL PROPERTY

- 5.1 Vendor shall pay all royalties and licensing fees payable to third parties as and if required with respect to the use of software licensed to City by Vendor. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. Vendor shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.
- 5.2 Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Vendor will immediately:
- 5.2.1 Obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or
- 5.2.2 Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and
- 5.2.3 Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
- 5.3 Vendor further agrees, subject to the notice provision set forth above, to
- 5.3.1 assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,
- 5.3.2 assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

5.3.3 indemnify the City against any monetary damages and/or costs awarded in such suit;

provided that

5.3.4 Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

5.3.5 the Software or the equipment is used by the City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

5.3.6 the liability claimed shall not have arisen out of the City's negligent act or omission, and

5.3.7 the City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

ARTICLE 6 **TESTING**

Attachment A, RFCSP Section 014 – General Terms & Conditions, Testing, is revised to read:

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor must furnish corrected product within ten (10) days or, as soon as possible pursuant to a corrective action plan mutually agreed to between the parties hereof.

ARTICLE 7 **TERMINATION**

Attachment A, RFCSP Section 014 – General Terms & Conditions, Termination, is revised to read:

7.1 Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall

have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

- 7.2 Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.
- 7.3 Termination by City may be effected by Director, without further action by the San Antonio City Council.

ARTICLE 8 **ASSIGNMENT**

Attachment A, RFCSP Section 014 – General Terms & Conditions, Assignment, is revised to read:

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director which shall not be unreasonable withheld. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

ARTICLE 9 **CHANGE ORDERS**

- 9.1 In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.
- 9.2 Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.
- 9.3 Any other change will require approval of the City Council, City of San Antonio.
- 9.4 Changes that do not involve an increase in contract price may, however, be made by the Director.
- 9.5 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

9.6 Any modifications to Insurance shall be in accordance with this Article, and Vendor shall have at least sixty days (60) to comply with such modifications.

ARTICLE 10
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.

[Signature Page Follows]

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

FOREFRONT TOPCO, LLC

Name: Angelica Mata

Name: James Maglione

Title: Assistant Finance Director

Title: Director of Contracts

Date: _____

Date: 2/29/2024

Approved as to Form:

Assistant City Attorney