

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
IDEAL LIFE, INC. (“Contractor”)
FOR
PATIENT REMOTE MONITORING SERVICES
CONTRACT NUMBER NA180000169**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ideal Life, Inc. having offices at 2110 North Ocean Blvd., Suite D, Fort Lauderdale, FL 33305 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Supplemental Terms and Conditions and attached as Exhibit A hereto.
- 1.1.3 Ideal Life, Inc. Offer, dated May 30, 2018, including subsequent clarifications and attached as Exhibit B hereto.
- 1.1.4 Non-Discrimination Certification, incorporated herein and attached as Exhibit C hereto.
- 1.1.5 Non-Suspension or Debarment Certification, incorporated herein and attached as Exhibit D hereto.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Supplemental Terms and Conditions as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City’s sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables

due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.1.3 This is a sixty (60) month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$16,690.00 for the initial Contract term and \$5,302.00 for the first extension option, \$5,302.00 for the second extension option, \$5,302.00 for the third extension option, and \$5,302.00 for the fourth extension option for a total contract amount not to exceed \$37,898.00. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

IDEAL LIFE, INC.

CITY OF AUSTIN

Jack Vidal

Printed Name of Authorized Person



Signature

Director of Finance

Title:

September 17, 2018

Date:

Daniel Dellemonache

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

9-19-18

Date:

List of Exhibits

Exhibit A	Supplemental Terms
Exhibit B	Ideal Life, Inc. Offer dated May 30, 2018
Exhibit C	Non Discrimination Certification, Section 0800
Exhibit D	Non-Suspension or Debarment Certification

Exhibit A Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Britney Treadaway, Phone: 505-350-2679 Email: btreadaway@ideallife.com. The City's Contract Manager for the engagement shall be William Alderete, Phone: 512-974-0485, Email: william.anderete@austintexas.gov.

2. **Invoices.**

Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

The City's preference is to have invoices emailed to: EMSAP@austintexas.gov, or mailed to the below address:

	City of Austin
Department	Emergency Medical Services
Attn:	Accounts Payable
Address	PO Box 1088
City, State, Zip Code	Austin, Texas 78767

For questions regarding your invoice/payment please contact the City's Contract Manager.

3. **Payment.**

- 3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- 3.2 **If payment is not timely made, (per paragraph 3.1), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- 3.3 If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- 3.4 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.

- 3.5 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- 3.6 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- 3.7 The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4. **Non-Appropriation.**

- 4.1 The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

5. **Equal Opportunity.**

- 5.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- 5.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Audits and Records.**

- 5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- 5.2 Records Retention:
 - 5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other

data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

5.2.3 The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

5.3 The Contractor shall include sections 5.1.1 and 5.1.2 above in all subcontractor agreements entered into in connection with this Contract.

5.4 **Access to Security Logs and Reports:** The service provider shall provide reports to the City in a format as specified in the SLA agreed to by both the service provider and the City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this contract.

6. **CONTRACTOR'S OBLIGATIONS**: The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

7. **DATA LOCATION**: The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support.

8. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them up to 5 business days after receipt of goods, and to reject defective or non-conforming Deliverables.

9. **FINAL PAYMENT AND CLOSE-OUT**:

9.1 The making and acceptance of final payment will constitute:

9.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

9.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

10. **IMPORT AND EXPORT OF DATA**: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. Only if the Contractor has access and permissions to do so.

11. **WARRANTY - PERFORMANCE**: Provider represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provided under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under each SaaS Subscription Schedule and Statement of Work; and (c) any deliverables provided by Provider shall operate in conformance with the terms of this Master Software as a Service Agreement and the applicable SaaS Subscription Schedules and Statements of Work.

12. **WARRANTY - AUTHORITY**: Provider warrants that it has all authority necessary to provide for Client's access and use of the Subscription Services and the Non-subscription Services for the purposes set forth in this Master Software as a Service Agreement, in any SaaS Subscription Schedule and in any Statement of Work. Provider further represents and warrants that sale, licensing or use of any of the Subscription Services and of the Non-subscription

Services furnished under this Agreement does not and shall not infringe, misappropriate or otherwise violate any Third Party's intellectual property rights.

13. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
 - 13.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - 13.2 Unless otherwise specified in the Contract, the warranty period shall be one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the Contractor's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall impair the City's rights under this section.
 - 13.3 If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - 13.4 If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
14. **WARRANTY – SOFTWARE**: Unless otherwise expressly provided in this Master Software as a Service Agreement, a SaaS Subscription Schedule or Statement of Work, Provider for itself and for and on behalf of its service providers, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Agreement shall meet Client's requirements, (b) the operation of the Subscription Services and any Non-subscription Services shall be uninterrupted and error free, (c) the Subscription Services and any Non-subscription Services shall have the capacity to meet the demand during the times specified in the Subscription Services Schedule(s) and in the Statement(s) of Work for Non-subscription Services and (d) the Subscription Services shall work with future Desktop Specifications, as well as future releases of web browsers, and shall have both forward and backward functionality. Provider shall be liable for any damages that Client may suffer arising out of use of, or inability to use, the Subscription Services and Non-subscription Services provided under this Agreement. Without limitation, Provider's indemnification obligation under this section includes any claim, damage, loss or expense arising from or in connection with any act by an agent, contractor, subcontractor, consultant, or employee of Provider that results in, or is intended by such agent, contractor, subcontractor, consultant, or employee to result in, harmful or otherwise unauthorized access into any of Client's systems, data, Client's Confidential Information, or Client's technology.
15. **WARRANTY – AGAINST UNDISCLOSED ILICIT CODE**: Provider warrants that, unless authorized in writing by Client, any software program or any other part or portion of the Subscription Services or Non-subscription Services developed by Provider, passed through to Client from Third Parties under this Agreement or provided to Client by Provider for use by Provider or Client shall:
 - 15.1 Not contain any hidden file;
 - 15.2 Not replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;
 - 15.3 Not alter, damage or erase any data or computer programs without control of a human operating the computing equipment on which it resides;

- 15.4 Not contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any software programs, Subscription Services or Non-subscription Services developed or data created under this Agreement, based on residency on a specific equipment configuration, frequency of duration of use or other limiting criteria;
- 15.5 Not contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Provider; and not use electronic self-help, including but not limited to preventing electronically Client's further or continued use of and/or access to the subscription Services, No-subscription Services or any software or other portion thereof.
- 15.6 Notwithstanding any provision in this Agreement to the contrary, if any Subscription Service or Non-subscription Service has any of the foregoing attributes (collectively "Illicit Code"), Provider shall be in default of this Agreement, and no cure period shall apply unless approved by the City. At the request of and at no cost to Client, Provider shall remove any such Illicit Code from the licensed software as promptly as possible.
- 15.7 To protect Client from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into Client's computer systems, no software may be installed, executed or copied onto Client's equipment without an express warranty to Client that Illicit Code does not exist. Such warranty shall be set forth on an exhibit attached to and made a part of this Agreement.
- 15.8 Provider agrees that in the event of any dispute with Client regarding an alleged breach of this Agreement, Provider shall not use any type of electronic means to prevent or interfere with Client's use of any portion of the Subscription Services and Non-subscription Services. Provider understands that a breach of this provision could foreseeably cause substantial harm to Client and to numerous Third Parties having business relationships with Client.

16. **DATA**

- 16.1 **Data Ownership:** The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.
- 16.2 **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:
 - 16.2.1 The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
 - 16.2.2 All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
 - 16.2.3 All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
 - 16.2.4 Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 - 16.2.5 At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
 - 16.2.6 The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

- 16.3 **Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- 16.4 **Security:** The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.
- 16.5 **Security in Compliance with Chapter 521 of the Texas Business and Commerce Code:** Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
- 16.6 **Security Incident or Data Breach Notification:** The service provider shall inform the City of any security incident or data breach.
- 16.6.1 **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- 16.6.2 **Security Incident Reporting Requirements:** The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
- 16.6.3 **Breach Reporting Requirements:** If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
- 16.7 **Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.
- 16.7.1 The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 16.7.2 The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 16.7.3 Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as

reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

17. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
18. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
19. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, limited to the amount paid by the City, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
20. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon ninety (90) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
21. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
22. **INDEMNITY**:
 - 22.1 Definitions:
 - 22.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - 22.1.2 "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

22.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

EXHIBIT B
IDEAL LIFE, INC. OFFER DATED MAY 30, 2018

Recurring Monthly Charges													
ITEM #	DESCRIPTION	Quantity	PRICE	1 to 99 Device	100 to 250	251 to 500 Device	> 500 Device	Year 1 Totals	Year 2 Totals	Year 3 Totals	Year 4 Totals	Year 5 Totals	5-Year Totals
	Platform Services												
001-102-00	IDEAL LIFE Gateway to Health™ (IDEAL LIFE Platform and communications service) <i>(Per user/month)</i>	10	\$35.00	\$31.50	\$28.00	\$26.95	\$26.25	\$3,780.00	\$3,780.00	\$3,780.00	\$3,780.00	\$3,780.00	\$18,900.00
	Gateways												
010-004-00	IDEAL LIFE Pod™ (Universal Cell Pod Item Number)	10	\$245.00	\$220.50	\$196.00	\$188.65	\$183.75	\$2,205.00	\$441.00	\$441.00	\$441.00	\$441.00	\$3,969.00
	Devices												
020-004-00	IDEAL LIFE BP Manager™ (Blood Pressure Monitor) <i>...includes one BP cuff</i>	10	\$145.00	\$130.50	\$116.00	\$111.65	\$108.75	\$1,305.00	\$261.00	\$261.00	\$261.00	\$261.00	\$2,349.00
022-013-00	IDEAL LIFE Body Manager™ (500lb Scale)	10	\$185.00	\$166.50	\$148.00	\$142.45	\$138.75	\$1,665.00	\$333.00	\$333.00	\$333.00	\$333.00	\$2,997.00
032-002-00	IDEAL LIFE SpO2 Manager™ (Pulse Oximeter)	10	\$215.00	\$193.50	\$172.00	\$165.55	\$161.25	\$1,935.00	\$387.00	\$387.00	\$387.00	\$387.00	\$3,483.00
	Replacement batteries (every 6 months for devices)	1	\$100.00					\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$500.00
	Program Services												
001-340-00	Program Setup (Portal Setup, Website Branding, Implementation Consult, 1 day Train the trainer 5 hours follow-up training online, Monitoring Tools - reading/message/alert plans)	1	\$6,000.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,100.00
	shipping charge	1						\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
	travel for training	1	TBD					\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
								\$16,690.00	\$5,302.00	\$5,302.00	\$5,302.00	\$5,302.00	\$37,898.00

Years 2 - 5 added spending authority for additional or replacement devices

Years 2 - 5 added spending authority for additional or replacement devices

Years 2 - 5 added spending authority for additional or replacement devices

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17 day of September 2018

CONTRACTOR
Authorized
Signature

Ideal Life US Inc.



Title

Director of Finance

EXHIBIT D
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Ideal Life US Inc.

Signature of Officer or

Authorized Representative:



Date: September 17, 2018

Printed Name: Jack Vidal

Title Director of Finance

Austin EMS-Remote Patient Monitoring

Austin EMS Requirements

Assured Independence is pleased to offer Remote Patient Monitoring services to Austin EMS. This value-added service relieves the burden purchasing, owning, training, and supporting equipment that is often cumbersome and moderately effective for organizations like Austin EMS. Our service will help reduce repetitive and costly emergency dispatch services for community members who will benefit from home based remote monitoring services.

Specific to Austin EMS, we offer a modified version of our standard service at a reduced price. Please refer to page two of our proposal specific to Austin EMS. The modified service will help Austin EMS quickly deploy and recover devices as needed. Modification to the standard service include enabling paramedics to view and manage the online dashboard of users. From this dashboard, paramedics can view historical readings, monitor out of parameter alerts, field inbound calls from users and view ad-hoc readings. Further modifications to the standard service includes enabling Austin EMS to recover, reset and redeploy devices as needed.

Assured Independence

Assured Independence removes barriers to telehealth for clinical and social services agencies. The service provides affordable, turn-key remote patient monitoring technologies for chronic disease management. Organizations use the service to improve health outcomes and reduce care delivery costs. The technologies are simple to use and can be put in place within days.

Remote Monitoring

The remote monitoring service leverages a combination of cellular devices in conjunction with a web portal and alert reporting dashboard. Patients take scheduled or ad hoc readings. If readings fall outside of limits set by staff members, an alert notifies staff on the web portal dashboard. Real time access to biometric histories is available for staff to help make informed care decisions. The service does not require a phone line or internet to use and comes configured according to the patient's care plan.

Staff Introduction and Familiarization

Assured Independence provides training and support to ensure staff is familiar with and can use these tools. Initial training is on-site for staff followed by phone support as needed.

Patient Enrollment

Assured Independence works with a designated staff member to help ensure the appropriate service in place. A simple enrollment helps capture the needed information. Staff use the form to add new patients to the census.

Configuration and Deployment

Assured Independence is available to help staff configure and deploy devices. Staff can change device configurations any time through the web portal. Telephone assistance and quick reference information is available for each device placement.

Device and Patient Support

Assured Independence is available to answer questions and ensure the service is operating as required. In the event of a failure, Assured Independence will remotely trouble shoot with staff and provide device replacement if required.

Stopping Service

When it is time to stop service, simply notify Assured Independence support via phone or email. We will coordinate the retrieval of the devices and stop the service right away.

AUSTIN EMS- Special Accommodation

(Revision One 7/30/2018)

Austin EMS – Pricing and Service Accommodations

Services are billed per member, per month. All hardware, initial configuration, technical support, staff training, cellular, web portal costs are included as outlined below.

Recurring Costs					
ITEM #	DESCRIPTION	Estimated Number of Users	Unit Cost per User, per Month	Number of Months	Line total
	Platform Services				
AI Web Portal	Assured Independence Web Interface / Dashboard (IDEAL LIFE Platform and communications service) Per User, Per Month FIRST 6 MONTHS	10	\$250.00	6	\$15,000.00
AI Web Portal	Assured Independence Web Interface / Dashboard (IDEAL LIFE Platform and communications service) Per User, Per Month AS NEEDED- CANCEL ANY TIME	10	\$150.00	54	\$81,000.00 *
	Gateways	Estimated Number of Users	Unit Cost		Line total
010-004-00	IDEAL LIFE Pod™ (Universal Cell Pod Item Number)	10	\$0.00		\$0.00
Sub-Total					\$96,000.00 *
* PAY AS NEEDED SERVICE- AUSTIN EMS NOT RESPONSIBLE FOR FULL 60 MONTH TERM					
One Time Costs					
	Devices	Estimated Quantity	Unit Cost		Extended Cost
020-004-00	IDEAL LIFE BP Manager™ (Blood Pressure Monitor) ...includes one BP cuff	10	\$0.00		\$0.00
022-013-00	IDEAL LIFE Body Manager™ (500lb Scale)	10	\$0.00		\$0.00
032-002-00	IDEAL LIFE SpO2 Manager™ (Pulse Oximeter)	10	\$0.00		\$0.00
Sub-Total					\$0.00
	Program Services	Estimated Quantity	Unit Cost		Extended Cost
AI Training	Program Setup (Portal Setup, Implementation Consult, One day on-site training, follow-up phone training. Training on monitoring Tools - reading/message/alert plans)	1	\$3,000.00		\$3,000.00
Grand Total					\$99,000.00 *

Important Adjustments to Standard Service- (Austin EMS Special Accommodations)

- After 6 months, pricing discount to \$150 PMPM pricing accommodation
- 6 month minimum term- cancel any time after 6 months
- Call center service not included - Austin EMS to field RPM alert notifications
- Austin EMS to collect equipment from patients and redeploy as needed
- Austin EMS staff to provide self- directed web portal setup and monitoring for patients
- Austin EMS staff to provide self- directed support patients
- Taxes not included
- Hardware must be returned to AI upon notification of termination undamaged and in original packaging