

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** November 16, 2015

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Enterprise License Agreement with Communicare Technology, Inc. d/b/a Pulsara for the use of the Pulsara Solution Software and Management System to be used by the Fire Rescue and Beach Safety Dept. for disclosure of certain information to certain healthcare facilities.

I have discussed the above Agreement with the participating Department/Office, and the general business terms and other significant provisions which are proposed are as follows:

- 1) Department/Office involved – Fire
- 2) Type of Agreement – License Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – three (3) years
 - b) renewals (if any) – three (3) successive three (3) year terms.
 - c) who exercises option to renew – automatic renewal unless City notifies Pulsara in writing of its intent not to renew.
- 5) Contract Amount – No cost to the City.
- 6) Termination rights - Either party may terminate upon cause set forth in Article 3.
- 7) Indemnity/Insurance Requirements – City agrees to indemnify and hold harmless Pulsara. Pulsara also indemnifies the City unless claim falls under excluded claim provision (subsection 6.02).
- 8) Scope of Services – Pulsara will provide City's Fire Dept. with access to its system which will enable the Fire Dept. to coordinate communication for emergent healthcare conditions with Memorial Healthcare Systems and possibly other healthcare facilities.
- 9) City's prior experience with Vendor (if any) – no.
- 10) Other significant provisions – In conjunction with the License Agreement the City is required to execute the Business Associate agreement.

cc: Wazir A. Ishmael, Ph.D, City Manager

