

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

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

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Business Associate Agreement with Communicare Technology, Inc.
d/b/a Pulsara to ensure safeguard guidelines under HIPPA.

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 – Business Associate Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – three (3) years (coincides with License Agreement)
 - 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 Paragraph 8.
- 7) Indemnity/Insurance Requirements – There is a limited liability provision whereby Pulsara's total cumulative liability for all matters arising out of or in connection with this Agreement whether in contract, tort (including negligence or strict liability), or otherwise will be the greater of \$50,000.00 or the total annual value of the License Agreement.
- 8) Scope of Services – Pulsara will be required to safeguard protected health information which City possesses in connection with the performance of the services described in the license agreement and shall adhere to HIPPA rules.
- 9) City's prior experience with Vendor (if any) – no.
- 10) Other significant provisions – n/a

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