

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 11, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Master Subscription and License Agreement with ESO Solutions, Inc for ESO software related to the ADPI Emergency Medical Ambulance Billing and Professional Services Agreement.

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Fire Rescue and Beach Safety
- 2) Type of Agreement – Master Subscription and License Agreement
- 3) Method of Procurement (RFP, bid, etc.) –n/a
- 4) Term of Contract:
 - a) initial – commences on the effective date and continues for a period of one year.
 - b) renewals (if any) – Yes, successive one year periods.
 - c) who exercises option to renew – Mutual, unless written notice is provided at least 60 days prior to the applicable renewal date.
- 5) Contract Amount – In accordance with Paragraph 5 of the agreement, ESO acknowledges and agrees that the software is being funded by R1 RCM, Inc. a/k/a ADPI and ADPI is solely liable for payment of any and all fees.
- 6) Termination Rights – for cause.
- 7) Indemnity/Insurance Requirements – Yes, ESO will maintain insurance pursuant to Paragraph 10. ESO will indemnify for IP infringement.
- 8) Scope of Services – ADPI performs transport billing and collection services associated with emergency medical transport. In addition, ADPI will continue to provide the City with 20 tablets, third party electronic patient care reporting software, administrative reporting system, including training and support as more specifically outlined in Schedule 2.01 of Exhibit “C”. ADPI will also continue to facilitate the CPE and Medicaid Program..
- 9) Other Significant Provisions: a) In the event that ADPI fails to pay the requisite fees, ESO may terminate the agreement with 30 days’ prior

written notice to City who is the User of the software. In such event, if city desires to continue to use the software and/or services, the parties will negotiate a new agreement which designates a new payer at a discounted, list price beginning upon the date the third party payer ceased funding payment of the fees; (b) See section 8 for standard disclaimer of warranties which are standard in the industry; (c) Paragraph 12 sets forth ESO limitations of liability; and (d) City is required to execute a HIPPA Business Associate Addendum.

cc: Dr. Wazir Ishmael, City Manager