

Terms of Use

The Pulsara communications and logistics platform is offered by CommuniCare Technology, Inc., dba Pulsara, a Delaware corporation authorized to conduct business in the State of Florida (“Pulsara” or “Contractor”), whose principal address is 1627 W. Main Street, Ste. 229, Bozeman, MT 59715, on a subscription basis to the City of Fort Lauderdale, a Florida municipality (“Subscriber” or “City”), whose address is 101 NE 3rd Avenue, Ste. 2100, Fort Lauderdale, Florida 33301-1016, providing medical and/or emergency management services. Access to and use of the platform, Software, and Pulsara’s services (collectively the “Services”) are governed by the following terms (the “Terms”).

ACCEPTANCE OF TERMS

The Services are offered subject to your acceptance of the Terms contained herein. By accessing, registering for and/or using the Services in any manner, you agree to the Terms.

ARTICLE 1 DEFINITIONS

Section 1.1

“Software” means the Pulsara web, mobile, and Connectivity applications as described at www.pulsara.com/packages and as licensed to Subscriber.

Section 1.2

“Error” means a failure of the Software to conform in all material respects to the Licensed Documentation; provided, however, that any nonconformity resulting from Subscriber’s improper use of the Software, combining or merging the Software with software not approved by Pulsara for use with the Software, or modification of the Software which has not been performed by Pulsara, shall not be considered an Error.

Section 1.3

“Licensed Documentation” means all the technical and performance specifications of the Software and support materials that are supplied to Subscriber.

Section 1.4

“Final Quote” means the document executed by Subscriber pursuant to which Subscriber purchases a subscription to the Services. The Final Quote shall form a part of these Terms. If any terms of the Final Quote conflict with any Terms herein, the terms of the Final Quote will control.

Section 1.5

“Patient Information” or “PHI” means “protected health information” as defined under HIPAA provided on or entered into the Software by Subscriber’s end users.

Section 1.6

“Connectivity” means facsimile transmission, direct secure messaging transmission, Carequality connectivity, and other transmission functionality within the healthcare networks.

Section 1.7

“Suppliers” means those certain vendors contracted with Pulsara to provide Connectivity.

ARTICLE 2 GRANT/SOFTWARE

Section 2.1 - Grant of Software License

Pulsara grants to Subscriber a limited, nonexclusive, non-transferable license to install, execute, access and use the Software and the Licensed Documentation (collectively, the “Licensed Product”) in the manner described in these Terms and, if applicable, the Final Quote. Pulsara reserves all rights in the Licensed Product.

Section 2.2 - Software Support

Pulsara will provide support for current versions of the Software when coupled with device operating systems, hardware devices, and browser versions listed at the URL, which will be updated from time to time: <https://www.pulsara.com/faqs/which-web-browsers-and-mobile-devices-can-we-use>.

Section 2.3 - Software Performance Usage Data

Aggregated and/or de-identified usage data and Error reports may be collected through the Software to improve Software performance and effectiveness.

ARTICLE 3 FEES AND PAYMENT

Section 3.1 - Fees

As compensation for the licenses granted by Pulsara to Subscriber, Subscriber will pay to Pulsara all fees as set forth in the Final Quote for paid subscriptions. Unless otherwise provided for in these Terms, all fees will be paid in US dollars and become due per the Final Quote terms.

Section 3.2 - Taxes

Fees listed in the Final Quote are exclusive of sales and services taxes. Subscriber is responsible for payment of all such taxes arising from the payment of the Fees unless tax exemption status is provided.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 - Term

The effective date of the subscription term (the “Term”) commences on the date of the Subscriber’s signature on the Final Quote for paid subscriptions. Click here to enter text.

Section 4.2 - Termination

Either party may terminate the subscription upon written notice to the other party only as follows:

(a) if either party breaches a material provision of these Terms and such breach is not cured within thirty (30) days after written notice has been given to the breaching party in accordance with Section 4.2; provided, however, that Subscriber access to the Software may be suspended during the thirty (30) day cure period if the breach would cause potential damage to the Software or third parties’ continued safe use of the Software;

(b) in the event that either party becomes insolvent, is adjudicated Click here to enter text.bankruptClick here to enter text., voluntarily seeks protection under any bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, whether voluntary or involuntary;

(c) by Subscriber upon thirty (30) days written notice to Pulsara without refund of fees due as of the termination date of these Terms. Upon early termination, Subscriber will not be responsible for payment of fees for subsequent years set forth in the Final Quote; or

(d) by Pulsara upon thirty (30) days written notice to Subscriber.

Section 4.3 - Effect of Termination

Upon termination of the Term, Subscriber's access to the Software will cease. Upon written request by Subscriber made within thirty (30) days after the termination date, Pulsara will make available to Subscriber single-user access to the platform for ten (10) days for a final download (export) of the Subscriber's data (which shall constitute a "return" of Subscriber's data).

ARTICLE 5 USAGE

Section 5.1 - Use of Software

Subscriber shall use the Software only in a manner and for the purposes for which the Software was designed. All uses not expressly permitted under this Article 5 are prohibited.

Section 5.2 - End User Access

Subscriber is solely responsible for authorizing its end users' access to the Software, maintaining all login information and overseeing use of the Software by its end users.

Section 5.3 - Patient Information

Subscriber acknowledges and agrees (1) that the Software is used to transmit, collect, access, manage, and display PHI and (2) that PHI is stored by Pulsara. Subscriber acknowledges and agrees that Subscriber determines which patient information comprises their designated record set and is accessible to the patient as defined under HIPAA 45 CFR 164.501. By design, the patient information communicated in Pulsara for the purposes of care coordination is not intended to serve as the system of record.

Section 5.4 - Medical Advice and Treatment

Subscriber acknowledges and agrees that Pulsara does not provide medical advice, diagnosis, or treatment.

ARTICLE 6 WARRANTY

Section 6.1 - Warranty

Pulsara warrants that the Software substantially meets and performs in compliance with all applicable specifications set forth in the Licensed Documentation.

Section 6.2 - Limitations on Warranty

Except as provided for in these Terms, Pulsara makes no other representations or warranties, express or implied, with respect to Software, and expressly disclaims all such other representations and warranties, including any with respect to merchantability, reliability, or fitness for a particular use or purpose. Without limiting the generality of the foregoing, Pulsara, makes no warranty, representation, or guarantee: (1) as to the sequence, accuracy, timeliness, relevance, or completeness of information entered into the Software, including any information regarding treatment of medical conditions, actions, diagnoses, procedures, application of medication, or other provision of medical services; (2) that the use of the Software will be uninterrupted or error-free; or (3) as to the efficacy of the Software if not updated at least

quarterly and accessed on supported device operating systems, hardware devices, and browser versions listed on www.pulsara.com, which will be updated from time to time.

Section 6.3 - Access

Pulsara disclaims and Subscriber waives any and all responsibility of Pulsara for interruption of Software access due to network connectivity, including system outages caused by cellular providers, internet service providers (ISPs), or cloud computing services (such as AWS). Subscriber waives any and all claims against Pulsara in connection with such use, unless the difficulties were caused solely by the gross negligence or willful misconduct of Pulsara.

Section 6.4 - Limited Liability

(a) The parties' liability to the other for breach of these Terms, including any breach of the warranty contained herein and any claim for indemnity against a third-party claim relating to such breach of warranty shall not exceed the License Fees paid by Subscriber for the Licensed Products during the twelve (12)-month period immediately preceding said breach, less any discount or credits previously received for the Licensed Products.

(b) The limitation stated in Section 6.4 (a) does not apply to Pulsara's breach of Subscriber data, violation of HIPAA, breach of the terms of the parties' BAA, or infringement of third-party intellectual property rights. Click here to enter text. Click here to enter text. Click here to enter text..

(c) Neither party will be liable to the other party for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses or losses or lost profits under these Terms.

The parties acknowledge that the terms of this section reflect the allocation of risk set forth in these Terms and that the parties would not enter into these Terms without these limitations of liability.

ARTICLE 7 INDEMNIFICATION

Section 7.1 - Indemnification by Subscriber

Intentionally Omitted

Section 7.2 - Indemnification by Pulsara

Pulsara shall indemnify, defend and hold Subscriber, its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all reasonable claims, costs, damages, losses, liabilities, and expenses arising out of any of the circumstances identified in Section 6.4(b) hereof.

Section 7.3 - Limitations to Indemnification Obligations

Notwithstanding anything to the contrary in this Article 7, Pulsara shall have no obligation to defend Subscriber with respect to any claim, costs, damages, losses, or liabilities arising from any acts or omissions of Subscriber and/or any end user related to the provision of Subscriber's operations.

ARTICLE 8 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Section 8.1 - Intellectual Property

(a) Except for the limited license and use rights expressly granted to Subscriber under these Terms during the Term, all title to and the rights in the Licensed Product, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, Pulsara's or

third party hardware, other technology, any derivatives of and all goodwill associated with the foregoing, is the exclusive property of Pulsara, its Suppliers and/or other third parties.

(b) Patent Notice. The Software may be covered by one or more patents or pending patent applications owned or controlled by Pulsara or its affiliates. Visit www.pulsara.com/legal for more information.

8.2 - Confidentiality

(a) "Confidential Information" means any and all non-public, confidential proprietary information, trade secrets, and such other confidential information of or relating to a party furnished by the party and/or its personnel ("Disclosing Party") on a confidential basis to the other party ("Receiving Party"). PHI, while confidential, is addressed in and subject to the parties' BAA and applicable law. Notwithstanding anything in these Terms to the contrary, Confidential Information will not include information which: (1) at or prior to the time of disclosure by the Disclosing Party was known to or independently developed by the Receiving Party, except to the extent unlawfully appropriated by the Receiving Party or third party; (2) at or after the time of disclosure by the Disclosing Party becomes generally available to the public through no wrongful or negligent act or omission on the Receiving Party's part; (3) the Receiving Party receives from a third party free to make such disclosure without breach of any legal obligation; or (4) is required to be disclosed pursuant to applicable law, including but not limited to Florida's Public Records Law, Chapter 119, F.S.

(b) Each party agrees not to reveal or disclose any Confidential Information of the Disclosing Party for any purpose to any third party, or to use any Confidential Information for any purpose other than as contemplated in, or otherwise necessary in connection with the Receiving Party's performance under these Terms without the prior written consent of the Disclosing Party. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, the Disclosing Party gives the Receiving Party reasonable notice of such disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Article, it takes into account the reasonable requests of the other party in relation to the content of such disclosure. Each party agrees to treat Confidential Information disclosed to it by the other with the same degree of care as the Receiving Party uses in protecting its own confidential and proprietary information, but in no event less than a reasonable care.

8.3 - Restrictions

Subscriber is prohibited from reverse engineering, disassembly or modifying the Software including, removal of any proprietary notices, and any use of the Software in violation of any applicable laws (including any export control laws).

ARTICLE 9 GENERAL PROVISIONS

Section 9.1 - Governing Law

These Terms shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with these Terms shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with these Terms must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. Click here to enter text. Pulsara Suppliers and other third parties are express beneficiaries to these Terms.

Section 9.2 - Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

Section 9.3 - Independent Contractors

No joint venture, partnership, employment, or agency relationship exists between Subscriber and Pulsara as a result of these Terms or use of the Software.

Section 9.4 - Assignment

The rights and/or obligations contained in these Terms may not be assigned, delegated or otherwise transferred by either party (except to a direct or indirect parent or subsidiary) without the prior written approval of the other party, not to be unreasonably withheld, provided, however that either party may assign these Terms in connection with a merger, consolidation, reorganization, or acquisition of a party resulting in a change of control or a transfer or sale of all or substantially all of the assets of either party. No assignment or delegation shall relieve either party of liability for its obligations hereunder.

Section 9.5 - Waiver

The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

Section 9.6 - Entire Agreement

These Terms, together with the BAA attached hereto as Exhibit "A", and any applicable Final Quote, comprise the entire agreement ("Agreement") between Subscriber and Pulsara and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, including any Software or platform click through terms regarding the subject matter contained herein. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and permitted uses.

Section 9.7 - Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Policy Type	Per Occurrence Limit	Annual Aggregate / Policy Limit
Product Liability	\$10MM	\$10MM
Cyber Risk Liability Privacy and Security Technology E&O Privacy Breach Notification Cyber Extortion	\$5MM \$5MM \$3MM \$3MM	\$5MM
Umbrella , attaching to: General Liability Auto Liability Employers Liability	\$9MM	\$9MM
General Liability	\$1MM	\$2MM
Auto Liability (Hired & Non-Owned)	\$1MM	N/A
Workers' Compensation	Statutory	N/A
Employers' Liability (BI by Accident, BI by Disease)	\$1MM	\$1MM
State of Washington Stop Gap (BI by Accident, BI by Disease)	\$1MM	\$1MM
Crime	\$500K	N/A

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Cyber Liability

Coverage must be afforded in an amount not less than \$3,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$500,000 per loss for dishonest acts of Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Attn: Fire Rescue Department
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Section 9.7.1-Data Security Incident

The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes (2023), as may be amended or revised, ("Section 501.171"), that is obtained from the City, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes (2023), as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of the City's data in electronic form containing personal information.

In addition to complying with Subsections 501.171(3) and (4), Florida Statutes (2023), as may be amended or revised, the Contractor shall provide credit monitoring and identity theft protection to affected persons, establish and operate a call center for affected persons, and perform other functions and services as required by law. The Contractor shall ensure that the City is in compliance with all legal requirements and laws associated with the breach of security or the potential breach of security.

In the event of a breach of security of a system maintained by the Contractor or reason to believe a breach occurred, Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the breach of security. Contractor shall provide the City all information reasonably necessary to understand the nature and scope of the breach of security, including what actions Contractor has taken to mitigate any harmful effect of the unauthorized use or disclosure of, or access to, the City's data in electronic form containing personal information. Until the resolution of the data security incident, Contractor shall provide this information to the City at thirty-day intervals from the date of the breach.

The City may suspend any services or products provided by Contractor until the City determines that the cause of the breach of security has been sufficiently mitigated. Failure by the Contractor to comply with this section may be considered breach of contract.

Section 9.7.2 - Indemnification

The Contractor shall defend, in consultation with the City and using counsel reasonably acceptable to the City, and indemnify and hold harmless the City and the City's officials, employees, and agents, from and against any loss, liability, damage, costs, judgments, settlements, fines, penalties, or expenses, including, but not limited to, any award of attorney fees and any award of costs, to the extent arising from third-party claims or actions against the City or the City's officers, employees, or agents, to the extent caused by any breach of security by the Contractor involving the City's data in electronic form containing personal information. Such indemnification shall include the reasonable costs of forensic analysis, system remediation to eliminate the cause of the breach of security, notice letters to potentially affected individuals, credit monitoring services, identity theft protection services, call center costs and expenses, notification letters to regulatory authorities, reasonable attorney's fees, and any other costs or expenses legally required as a result of such breach.

Section 9.8-Scrutinized Companies

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate these Terms at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or

revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

Section 9.9-Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Section 9.10-E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

Section 9.11-Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the CONTRACTOR shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the CONTRACTOR under penalty of perjury attesting that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Executed and acknowledged by the undersigned, as the duly authorized representatives of the parties hereto, as of the date below.

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipality

David R. Soloman, City Clerk

By: _____
Rickelle Williams
City Manager

Approved as to Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
Eric W. Abend
Senior Assistant City Attorney

PULSARA

WITNESSES:

COMMUNICARE TECHNOLOGY, INC., a Delaware corporation authorized to conduct business in the State of Florida.

Signature _____

By: _____
Anna Larson, Sales Team Lead

Print Name _____

Signature _____

Print Name _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Anna Larson, as Sales Team Lead, for CommuniCare Technology, a Delaware corporation authorized to conduct business in the State of Florida.

(Signature of Notary Public – State of _____)

Print, Type or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____