



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

DATE: June 18, 2019

FILE: PR-19-173

TO: Dr. Wazir Ishmael
City Manager

VIA: Adam Reichbach *AR*
Assistant City Manager for Finance & Administration

VIA: *GRK* George R. Keller, Jr. CPPT
Assistant City Manager for Public Safety

FROM: *PRB* Paul A. Bassar
6/18/2019 Director of Procurement & Contract Compliance

2019 JUN 25 PM 5:00
CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

SUBJECT: Recommendation to Renew Blanket Purchase Order Number B002872 and the Letter of Agreement and Addendum for the Purchase of Medical Supplies Required by the Fire Rescue and Beach Safety Department

ISSUE:

The purpose of this request is to renew the Blanket Purchase Order B002872 with South Broward Hospital District d/b/a Memorial Healthcare System for the purchase of medical supplies required by the Fire Rescue and Beach safety Department and the Letter of Agreement and Addendum for the renewal term period of 6/1/19 through 5/31/20, for the estimated annual amount of \$95,000.00.

EXPLANATION:

The City of Hollywood maintains a Fire Rescue and Beach Safety Department which provides critical services for the safety and protection of the residents of Hollywood. The Fire Rescue and Beach Safety Department has purchased medical supplies from the South Broward Hospital District d/b/a Memorial Healthcare System for a period of more than twenty-one (21) years.

Memorial Healthcare System has competitively bid the required medical supplies, and their pricing provides the lowest product cost and greatest availability to the City of Hollywood.

Memorial Healthcare System has provided the City cost savings and supply product availability (including immediate supplies on weekends and evenings), thereby, allowing the Fire Rescue and Beach Safety Department to maintain an efficient operation, therefore, it is for these reasons stated above that it is in the best interest of the City to

continue its relationship with South Broward Hospital District d/b/a/ Memorial Healthcare System to provide medical supplies.

Memorial Healthcare System has additionally allowed the Fire Rescue and Beach Safety Department to stockpile extra supplies at their facility that would be immediately available in the event of a hurricane or other disastrous events.

Purchasing Ordinance Section 38.40 (C) (8) provides that contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals as it is not in the best interest of the City.

Due to substantial increases in the number of advanced life support and basic life support transports and services provided by Fire Rescue and Beach Safety for the required medical supplies, the Department's estimated annual expenditure is \$95,000.00. Since this contract is on a renewal term period, the City Manager is hereby authorized to approve.

Funding has been provided for in the Fiscal Year 2019 budget in the Fire Rescue and Beach Safety Department's medical supply Account Number 001.215101.52200.552320.000000.000.000 and will be budgeted in subsequent fiscal years.

RECOMMENDATION:

The Interim Fire Chief and the Director of Procurement & Contract Compliance recommend that the City Manager approve the renewal of the attached Blanket Purchase Number B002872 and the Letter of Agreement and Addendum to South Broward Hospital District d/b/a Memorial Healthcare System in an estimated annual amount of \$95,000.00 for the purchase of medical supplies for Fire Rescue and Beach Safety Department.

Approval:



Dr. Wazir Ishmael, City Manager

Date: 6/25/19


PAB:JE/jc

Attachments: Blanket Purchase Order Number B002872
Departmental Recommendation
Letter of Agreement and Addendum



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

DATE: April 09, 2019

FILE: PR-19-098

TO: Christopher Pratt, Fire Chief

FROM: Janice English, Procurement Contracts Officer

SUBJECT: Blanket Contract Renewal for Medical Supplies from Central Services – Fire Rescue Department – B002872 – South Broward Hospital District DBA Memorial Regional Hospital

ISSUE:

The current period of the above blanket purchase order contract expires May 31, 2019. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

EXPLANATION:

If your department still has an operational need for the identified products and if a new contract is to be established, you must submit your product specifications and/or medical supplies lists, the budget account number and the estimated contracts annual expenditure amount to Procurement as soon as possible.

If you do not want a new agreement to be created for the purchase of the identified products, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above.

See the options below.

RECOMMENDATION:

Please reply as soon as possible by returning this memo and the Contract Renewal Evaluation form appropriately filled out, signed and dated.

Date: 04-16-2019

To: Janice English, Procurement Services

The Fire Chief recommends the following:

XXX ☐ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 001.215101.52200.552320.000000.000.000.

☐ DO NOT prepare a replacement contract (items/services no longer needed).

XXX ☐ Estimated annual usage/expenditure is \$95,000

Budget Account Number: 001.215101.52200.552320.000000.000.000.

By: Christopher Pratt

Title: Fire Chief



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Department/Office Contract Renewal Evaluation

Date: 04-16-2019	
Department/Office: Fire Rescue	Division/Area: 215101
Contact Person: Alexander N. Poll	Title: Division Chief
Contact phone number: (954) 967-4248	Contact Email: Apoli@hollywoodfl.org
Purchase Order/Blanket Purchase Order #: B002872	
Contract Expiration Date: 05-31-2020	
Vendor: Memorial Regional Hospital	Contact Person: Diane Martin
Contact phone number: (954) 276-5493	Contact Email: DMartin@MHS.net
Good/Service: Medical Supplies	Solicitation #:

1. How would you rate the quality of goods/services?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☒ Excellent ☐ Good ☐ Satisfactory ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes ☐ No

If no, please explain?

N/A

5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☒ Yes ☐ No ☐ Did not need to contact

If no, please explain?



CITY OF HOLLYWOOD, FLORIDA
PROCUREMENT SERVICES DIVISION

Department/Office
Contract Renewal Evaluation

6. Has the invoicing been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

N/A

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

If no, please explain?

N/A

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

N/A

Department/Office Director's Name: Christopher Pratt

Department/Office Director's Signature:

April 16, 2019

tel: 954.921.3299
fax: 954.921.3086

Diane Martin
Memorial Regional Hospital
3501 Johnson Street
Hollywood, FL 33021

Dear Ms. Martin:

The Agreement with the South Broward Hospital District, d/b/a Memorial Healthcare Systems ("Memorial") for the purchase of medical supplies used by the City of Hollywood Fire Rescue and Beach Safety Department's ("Department") Advanced Life Support rescue vehicles will expire on May 31, 2019. This letter shall serve as a new Agreement between Memorial and the Department for the purchase of medical supplies to be used by Departmental paramedics.

This Agreement shall commence on the date it is signed as indicated below and shall terminate one year from said date. This Agreement is to exercise the one (1) year renewal option provided by Memorial Healthcare Systems at both party's option, to be agreed to in writing. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice.

The Department estimates an annual expenditure of \$95,000.00. The Department, through the City of Hollywood, shall issue a Blanket Purchase Order to Suppliers (as defined below) to cover orders under this Agreement. Memorial shall invoice the Department on a monthly basis and payment will be made within forty-five (45) days following a receipt of a proper billing statement for all supplies provided hereunder, in accord with the Fee Schedule attached hereto as Exhibit "A". The Department is exempt from federal and state taxes and can provide proof as such upon request.

The Agreement is as follows:

Memorial agrees to allow the Department to purchase the inventory ("Inventory") listed on Exhibit "A" from Memorial's suppliers, which include: Cardinal Health ("Suppliers") using Suppliers then current pricing provided to Memorial. The parties hereby agree that additional items may be added by mutual written agreement of the parties.

Memorial agrees to deliver all ordered items to the Department at its Fire Training Facility located at: 3400 N. 56th Avenue, Hollywood, FL 33021 (back building) at a preset day once a week.

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045

hollywoodfl.org



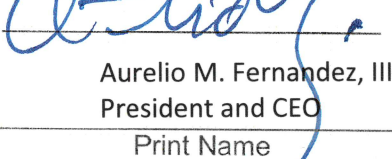
2019 JUL 24 PM 3:57

Page 2
April 16, 2019
Medical Supplies Agreement

Memorial agrees to have items that are placed on a pallet, delivered by a vehicle with a lift gate in place.

The parties, as indicated by the signatures below, agree to the terms and conditions listed above in this agreement and agree to the Fee Schedule in Exhibit "A" attached hereto.

South Broward Hospital District,
d/b/a Memorial Healthcare System

By: 
Aurelio M. Fernandez, III
President and CEO

Print Name

Print Title



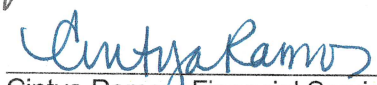
7/27/19

Month/Day/Year

Approved as to form
For the South Broward Hospital
District:

By: Maria Caldera, Associate
General Counsel

City of Hollywood, Florida, a municipal
corporation and of The State of Florida

By:  
Dr. Wazir Ishmael, City Manager

Cintya Ramos, Financial Services
Director

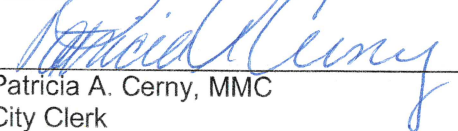
7/23/2019

Month/Day/Year

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

By: 
Douglas R. Gonzales, City
Attorney

Attest:


Patricia A. Cerny, MMC
City Clerk



MRC - 18246

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045

hollywoodfl.org



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: June XX, 2019

RE: BLANKET ORDER # **B002872**

PRODUCT/SERVICE: **Medical Supplies from
Central Services - Fire Rescue Department**

**South Broward Hospital District
D/B/A Memorial Regional Hospital
Attn: Sophia Urbanczyk
2900 Corporate Way,
Miramar, FL 33025**

Telephone: **954-276-5487**
Fax: **954-276-6054**
Email: **surbanczyk@mhs.net**

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | |
|--|--------|
| <input type="checkbox"/> FORMAL BID # | |
| <input type="checkbox"/> INFORMAL BID # | DATED: |
| <input type="checkbox"/> RENEWAL OF FORMAL BID # | DATED: |
| <input type="checkbox"/> EXTENSION OF FORMAL BID/RFP# | DATED: |
| <input type="checkbox"/> WRITTEN QUOTATION # | DATED: |
| <input type="checkbox"/> VERBAL QUOTATION PER | DATED: |
| <input type="checkbox"/> STATE OF FLORIDA CONTRACT # | DATED: |
| <input type="checkbox"/> BROWARD COUNTY BID # | |
| <input checked="" type="checkbox"/> OTHER: Letter of Agreement & Addendum | |

The term of this order is **6/1/2019** through **5/31/2020**.

The estimated ANNUAL dollar value is **\$95,000.00**. Approved via City Manager Memo
#PR-19-XXX, Dated: .

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

Contingent upon the receipt and approval of all required certificates of Insurance.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Janice English** at (954) 921-3345

c: **Fire Rescue and Beach Safety
Financial Services**



TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT ("Addendum") amends that certain contract (hereinafter referred to as "Agreement") by and between CITY OF HOLLYWOOD FIRE RESCUE (hereinafter referred to as "Company") and SOUTH BROWARD HOSPITAL DISTRICT D/B/A MEMORIAL HEALTHCARE SYSTEM (hereinafter referred to as "Memorial") entered into contemporaneously herewith and effective thereon, as follows:

1) Effective as of the effective date of the Agreement, the following sections shall be added to the Agreement:

Self Insurance. Memorial shall self-insure, pursuant to Ch. 768.28, Fla. Stat., for its liability for tort claims associated with the acts or omissions of its agents and employees, and will, to the extent of the amount of the limit of tort liability specified under Ch. 768.28, Fla. Stat., indemnify the Company, for, and defend it against, tort liabilities sought to be imposed upon the Company solely as a result of the actual or alleged liability for the acts or omissions of Memorial, or its employees or agents acting within the scope of their duties for Memorial. The duty to defend may be satisfied by providing a defense in kind, or, at Memorial's option, by paying the reasonable attorney's fees and expenses of litigation, and that duty and the duty to indemnify shall terminate and be discharged by the settlement of such claim, or satisfaction of any judgment arising from any such claim, in whole or in part, provided, however, that nothing in this Section requires payment by Memorial in excess of the amount of Memorial's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in the Agreement shall be deemed to require indemnification by Memorial of any party for an amount greater than the limitation of liability for tort claims under Ch. 768.28, Fla. Stat., or otherwise operate to increase Memorial's limitations of liability for tort claims under Ch. 768.28, Fla. Stat., or waive any immunity under applicable law, or to create liability or responsibility on the part of Memorial for the acts or omissions of any party other than itself, its agents, and its employees.

Limitation of Liability. Notwithstanding any provision of this Addendum or the Agreement to which it is applicable, other than the compensation to be paid to Company under said Agreement, Memorial shall not be liable or responsible to Company beyond the monetary limits specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall Memorial be liable to Company for punitive or exemplary damages or for lost profits or consequential damages.

Standard Medicare Disclosure. To the extent validly required pursuant to Section 1395x(v)(1)(I) of Title 42 of the United States Code and Regulations duly promulgated thereunder, (a) until the expiration of four years after the furnishing of services pursuant to the Agreement, Company shall, upon written request, make available to the United States Secretary of Health and Human Services (the "Secretary") or to the United States Comptroller General (the "Comptroller"), or any of their duly authorized representatives, a copy of the Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Company under the Agreement, and (b) in the event Company carries out any of its duties under the Agreement through a subcontract, with a value or cost of Ten Thousand Dollars



(\$10,000.00) or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request, make available to the Secretary or the Comptroller, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

Independent Contractor. Company and Memorial are "independent contractors" and nothing in the Agreement is intended nor shall be construed to create an employer/employee or agent relationship.

Lobbying of Memorial. **This section deals with lobbying Memorial only, and does not apply to or include lobbying of any State or Federal Agency, Legislature, or other governmental authority.** Company warrants that either: (A) it has not retained any "Lobbyist," which for the purposes of this section is a contractor, company or person, other than its own bona fide employees, to solicit or secure the Agreement and that it has not paid or agreed to pay any Lobbyist, other than its bona fide employees, any fee, commission, gift, or other consideration to solicit or secure the Agreement OR (B) any Lobbyist retained by Company who is not an employee of Company has registered with Memorial's Office of General Counsel in accord with Memorial's Lobbying Policy. If Company is found to have breached this warranty, Memorial may terminate the Agreement, or, at its discretion, deduct from amounts payable under the Agreement the full amount of such fee, commission, gift, or other consideration.

Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, Company will not, without Memorial's prior written consent, solicit for employment any Memorial employee who was directly involved in the performance of the Agreement.

Scrutinized Companies. By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Company certifies that it is not participating in a boycott of Israel. Company further certifies that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Company been engaged in business operations in Syria. Subject to limited exceptions provided in state law, Memorial will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. Memorial shall provide notice, in writing, to Company of the Memorial's determination concerning the false certification. Company shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Company does not demonstrate that Memorial's determination of false certification was made in error, then Memorial shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.



HIPAA Compliance. Company warrants and represents that Company will not require access to Memorial's Protected Health Information (as defined under HIPAA) in order to perform its duties under the Agreement.

Assignment. Memorial may assign the Agreement to any entity that assumes management or control of a substantial portion of Memorial's assets or operations that are the subject matter of the Agreement, or to any Affiliate of Memorial or of any of its Affiliates. For purposes of the Agreement, "Affiliate" means with respect to Memorial and its Affiliates, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control or management with, exists to fulfill and support a common mission with, or is otherwise affiliated with Memorial or its Affiliates, where "control" or "controlled" or "controlling" means and shall be deemed to exist if the other Person possesses, directly or indirectly, the power to direct, cause the direction of, or otherwise materially impact the purposes, management, or policies of that Person, either through contract, or by owning a controlling interest of the voting rights or of the equity capital of that Person or of other ownership interests, or by being the sole member of an entity with reserved powers, or otherwise possesses or is able to exert a controlling influence over that Person. "Person" means any individual, sole proprietorship, general partnership, limited partnership, limited liability company, joint venture, trust, unincorporated association, corporation, or entity. Affiliates of Memorial include, without limitation, Memorial Foundation, Inc.; Joe DiMaggio Children's Hospital Foundation, Inc.; Florida Community Health Network Corp.; Memorial Health Network, Inc.; South Florida Community Care Network, LLC; Memorial Healthcare System Ambulatory Care Center, LLC; and their respective Affiliates.

2) In the event of conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

3) Except as specifically amended or modified herein, the parties do hereby ratify and confirm in all other respects the terms and provisions of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the effective date of the Agreement.

**SOUTH BROWARD HOSPITAL DISTRICT
D/B/A MEMORIAL HEALTHCARE SYSTEM**

By: _____

Print Name: Aurelio M. Fernandez, III
President and CEO

Title: _____

Date: 7/27/19

**CITY OF HOLLYWOOD FIRE
RESCUE**

By: _____

Print Name: Dr. Wazir Bismail

Title: City Manager

Date: 7-22-19



EXHIBIT "A"

	A	B	C	D	E	F	G
1	CAH #	ITEM #	DESCRIPTION	PRICE	PURCHASING U/M	FACTOR	COMMENTS
2	2F7124	1330-00356	SODIUM CL IRRIG .9 PRCNT 1000ML	22.054	CA	12	
3	22455-	0900-07380	455 MT FOAM 5/PCH 600/CS	50.876	CA	600	
4	45-0002	0900-00012	ARMBOARD DISPOSABLE VINYL 3 X 17 1/2 ADU	66.436	CA	100	
5	CT6006-1	0900-00122	LABEL CHEMO TAPE 1/2" X 3"	14.520	RL	500	
6	R849100	0900-08788	CHEST SEAL ASHERMAN	122.671	BX	10	
7	H8046SC	1830-00035	40X46, Clear, 1.1Mil, 125, LLDPE Liners	17.449	CA	125	
8	23593-03LF	1410-00004	BNDG ELAS 3INX5.8YD NS LF SELF CLOSE	7.425	PK	12	
9	23593-04LF	1410-00174	BNDG ELAS 4INX5.8YD NS LF SELF CLOSE	8.944	PK	12	
10	CF1201	0200-00525	MASK OXYGEN W/TUBING	25.015	CA	50	
11	2N8399	0900-00050	INJECTION SITE CLEARLINK LUER ACTIVATED	233.196	CA	200	
12	JJ3055	1310-00069	CATHETER IV PROTECT 18GX1.25IN	74.326	BX	50	
13	JJ3057	1310-00031	CATHETER IV PROTECT 20GX1IN	74.326	BX	50	
14	JJ3060	1310-00015	CATHETER IV PROTECT PLUS 22GX1IN	78.239	BX	200	
15	11440-012B	0900-08764	NON-SWEAT COLD PACK, LARGE, 6X9	8.239	BX	12	
16	R120900040	0200-00474	TRACH QUICK 4MM	192.115	EA	1	
17	R120900020	0200-00379	TRACH QUICK STERILE 2.0MM	195.957	EA	1	
18	C6405-5A	0900-08789	WIPER TASK 15INX17IN WHT 2PLY KAYDRY	61.107	CA	15	
19	31091427	0900-08792	PHY805319-03 4.19X73'	50.488	CA	18	
20	1620-001	1500-00003	ELECTRODE HUGGABLES ECG APNEA	97.403	BX	30	
21	47119-170	0910-00008	MASK FACE RESPTR AND SURG REG PFR95	90.359	CA	210	
22	55083	2500-00042	GLOVE EXAM PF NAT LF NITRILE LRG PUR NS	4.610	BX	100	
23	55082	2500-00045	GLOVE EXAM PF NAT LF NITRILE MED NS PUR	4.610	BX	100	
24	55081	2500-00044	GLOVE EXAM PF NAT LF NITRILE SM NS PUR	4.610	BX	100	
25	55084	2500-00072	GLOVE EXAM PF NAT LF NITRILE XL NS PUR	4.610	BX	90	
26	8883DOTP	0900-02826	GLV EXAM VINYL STRETCH PF LG	3.220	BX	150	
27	8882DOTP	0900-02825	GLV EXAM VINYL STRETCH PF MD	3.220	BX	150	
28	8884DOTP	0900-02827	GLV EXAM VINYL STRETCH PF XL	3.220	BX	130	
29	HU01828	0900-08790	CANNULA INFANT WITH 7FT LUMEN TUBING	63.302	CA	50	In&Out will be Special Ordered.
30	396218	0900-08791	INFANT MED CONC MASK WITH TUBING	38.798	BX	50	In&Out will be Special Ordered.
31	2C6401	1340-00266	SOLUTION SET WITH 1 INTERLINK INJ SITE	98.212	CA	48	
32	2B1324X	0900-00580	INJECTION NACL 1000ML 0.9PERCENT USP	24.328	CA	14	
33	2B1323Q	1330-00277	INJECTION NACL 0.9 PRCNT 500ML	34.306	CA	24	
34	01-80005	1300-00085	IV START SFT 1624 CHLORASCRUB (00SFT)072	68.410	CA	100	
35	SLMF200	1230-00401	LANCET SAFETY MED FLOW NEEDLE GAUGE 23G	22.250	BX	200	
36	005641-200	0900-08793	BLADE FOCS LARYNGOSCOPE MACINTOSH 2	145.129	BX	1	In&Out will be Special Ordered.
37	R005645350	0900-03794	BLADE MACINTOSH 3.5 FOCS	141.100	EA	1	In&Out will be Special Ordered.
38	AT74631	0910-00084	MASK PROCEDURE W EYESHIELD	45.496	CA	100	
39	CF1203	0200-00531	MASK OXYGEN ADULT HI-CON N/REBREATH	38.798	CA	50	
40	01058	0200-00092	MASK PED NON-REBREATH WITH SAFETY VENT	63.302	CA	50	
41	005650-050	0900-08795	BLADE FOCS LARYNGOSCOPE MILLER 0	140.850	BX	1	In&Out will be Special Ordered.
42	005651-100	0900-08796	BLADE FOCS LARYNGOSCOPE MILLER 1	64.987	BX	1	In&Out will be Special Ordered.
43	005653-300	0900-08797	BLADE FOCS LARYNGOSCOPE MILLER 3	64.987	BX	1	In&Out will be Special Ordered.
44	CF2438	0200-00052	MM10 SVN W/TEE M/P FLEX 7FT TBG 50/CS	28.588	CA	50	
45	01101	0900-08798	CANNULA PEDIATRIC	59.218	CA	50	
46	8881570121	2600-00075	12CC SALINE SYRINGE (10CC)	42.596	CA	180	
47	M1538-3	1430-00014	TAPE SURG DURAPORE 3IN X 10YD	5.687	BX	4	
48	8060RTCA	0200-00493	TUBE TRACHEAL REDITUBE 6.0 CUFFED STER	83.620	CA	40	
49	8065RTCA	0200-00494	TUBE TRACHEAL REDITUBE 6.5 CUFFED STER	83.620	CA	40	
50	43157-070	0400-00392	TUBE LO PRO CUFFED 7.0 28FR	13.579	BX	10	
51	43157-075	0400-00393	TUBE LO PRO CUFFED 7.5 30FR	13.579	BX	10	
52	8080RTCA	0200-00497	CUFF 8.0 REDITUBE	83.620	CA	40	
53	2C7565	07062C7565	BURETROL IN LINE 150ML WE NO LONGER HAVE CAL-STAT				NO LONGER MADE BY BAXTER

