

**MASTER AGREEMENT FOR PRESCRIPTION MEDICATION AND SUPPLIES FROM THE  
PHARMACY FOR FIRE RESCUE UNITS**

THIS MASTER AGREEMENT FOR PRESCRIPTION MEDICATIONS AND SUPPLIES FROM THE PHARMACY FOR FIRE RESCUE UNITS (hereinafter referred to as the “Agreement”) is entered into on the date of the last signature affixed hereto (the “Effective Date”) by and between CITY OF HOLLYWOOD, a municipal corporation of the State of Florida with an address of 2600 Hollywood Blvd. Room 303. PO Box 229045, Hollywood, FL 33022 (hereinafter referred to as “DEPARTMENT”), and SOUTH BROWARD HOSPITAL DISTRICT d/b/a MEMORIAL HEALTHCARE SYSTEM, with executive offices located at 3111 Stirling Road, Hollywood, Florida 33312 (hereinafter referred to as “Memorial”). DEPARTMENT and Memorial are hereinafter individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, Memorial is a special tax district under the laws of the state of Florida serving the southern one-third of Broward County, Florida;

WHEREAS, Memorial is, additionally, a charitable institution serving the same functions as a non- profit and has the authority to serve indigent patients residing in the southern one-third of Broward County;

WHEREAS, Memorial serves its patient population through hospitals, urgent care centers, and other ancillary facilities;

WHEREAS, DEPARTMENT wishes to procure from Memorial certain prescription drugs and medicine (referred to as “Drugs”) and medical supplies (“Supplies” together with Drugs referred to as “Stock”) for purposes of restocking Drugs and Supplies that were utilized on patients brought to Memorial Hospitals;

WHEREAS, Memorial wishes to supply DEPARTMENT with certain Stock that DEPARTMENT used or administered on patients that were transported to Memorial Hospitals for emergency medical reasons in accordance with Section 499.003(48)(b)(3), Fla. Stat., and Florida Administrative Rule 61N- 1.011;

WHEREAS, the Memorial Healthcare System includes the following six hospitals, which work in conjunction with certain fire-rescue and ambulance entities: Memorial Regional Hospital, Memorial Regional Hospital South, Memorial Hospital Pembroke, Memorial Hospital West, Memorial Hospital Miramar, and Joe DiMaggio Children’s Hospital at Memorial (collectively, “Memorial Hospitals”);

WHEREAS, DEPARTMENT provides certain fire-rescue and ambulance services to Memorial as well as other healthcare facilities in Broward County;

WHEREAS, in order to provide these services to Memorial Hospitals, DEPARTMENT desires to procure certain Stock from the applicable pharmacy for its fire-rescue units;

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated and made part of this Agreement.

2. Terms of Replenishment. Stock eligible for procurement must be approved by DEPARTMENT’S Medical Director in conjunction with Memorial’s pharmacy leadership and are subject to availability. The procurement of eligible Stock is limited to formulary medications and medical supplies

listed on exhibit A. Memorial shall replenish Stock to DEPARTMENT at the Prices and on the terms and conditions set out in this Agreement. However, Memorial, in its sole discretion, may accept or reject any replenishment request from DEPARTMENT. Stock eligible for replenishment under this Agreement is limited to those Stock that DEPARTMENT used or administered on patients brought to Memorial Hospitals for emergency medical reasons or to immediately restock Stock on the emergency transport vehicle which have become unsuitable for use. DEPARTMENT shall not procure Stock to maintain excess inventory of Stock at DEPARTMENT facilities or vehicles in advance of an emergency medical response. This Agreement does not apply to the restocking of ambulances that only provide non-emergency services or to the general stocking of an ambulance provider's inventory.

3. Delivery. Memorial shall make a good faith effort to supply DEPARTMENT with the Stock listed in the attached **Exhibit A** but in no event is required to supply any Stock to DEPARTMENT if Memorial determines that: (a) the replenishment would violate applicable law as further described in Section 8; (b) the replenishment would limit Memorial's ability to fill orders for its patients; or (c) it does not have adequate inventory of Stock to fill DEPARTMENT'S request for Stock.

4. Conditions and Packaging. Products must consist of only new and unused Stock and shall be the current standard production model available at the time of the execution of the Agreement. All Stock shall be in their manufacturer, untampered package or container, as applicable.

5. Obtaining Physical Possession of Stock. The DEPARTMENT and the respective hospital location have agreed that DEPARTMENT shall obtain physical possession of the Stock as set forth in **Exhibit B**.

6. Disposal of Stock. Department shall dispose of all Stock waste in accordance with its respective policies and procedures and applicable law and regulations.

7. Maintenance of Records; Access to Records. DEPARTMENT and Memorial agree to maintain appropriate record keeping practices and retention of all records in accordance with applicable federal and state laws and regulations and for such period of time required by law. DEPARTMENT agrees to fully cooperate with Memorial, Centers for Medicare & Medicare Services, the Office of the Inspector General, the Comptroller General, the Attorney General's Office or any other regulatory body having jurisdiction over this Agreement (collectively, "Regulatory Entities") requesting inspection, evaluation and auditing of any records or documents related to or generated in connection with this Agreement. DEPARTMENT agrees to provide access of such records or documents within such period requested by the Regulatory Entities.

8. Term and Termination. This Agreement shall commence on the Effective Date and expire three-years after the Effective Date. This Agreement shall not automatically renew upon expiration.

a. Termination for Convenience. Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party. Termination is effective thirty (30) days after the date of the notice or such later date as specified in the notice.

b. Termination with Cause. Either party may terminate this Agreement immediately on written notice to the other party that it has breached any provision of this Agreement.

- c. Insolvency. Either party may terminate this Agreement immediately on written notice to the other party, if the other party (i) ceases to actively conduct its business, (ii) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, (iii) makes a general assignment for the benefit of its creditors, or (iv) applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee.

9. Compliance with Law. Nothing in this Agreement shall be construed as requiring Memorial to perform any obligations hereunder or engage in any action or omission that Memorial reasonably determines as violating any applicable law or puts Memorial in jeopardy of violating any applicable law. Without limiting the generality of the foregoing, Memorial and DEPARTMENT shall comply with all applicable laws, rules, regulations, ordinances and governmental requirements, guidelines and pronouncements relating to controlled pharmaceutical drugs (“Controlled Substances”), including but not limited to the Federal Controlled Substances Act and regulations promulgated thereunder by the DEA. In the event that performance of the terms of this Agreement would cause Memorial to be noncompliant with or in jeopardy of being noncompliant with any federal, state or local law, rule, regulation or ordinance or any governmental requirement, guideline or pronouncement involving Controlled Substances or any other regulated products or activities, including but not limited to the DEA’s regulatory requirements for verifying its customers and reporting suspicious or excessive orders, Memorial shall have the right, within its sole and absolute discretion, to immediately terminate this Agreement without any liability.

The parties further acknowledge that nothing in this Agreement or any other written agreement or oral understanding between the parties shall be construed to require either party to refer patients to the other party or to utilize the other party to provide inpatient, outpatient, or other services to patients or otherwise generate business for the other party. Notwithstanding the unanticipated effect of any of the provisions herein or in any other written agreements or oral understandings between the parties, the parties intend to comply with 42 U.S.C. § 1320a-7b (commonly known as the Anti-Kickback Statute) and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. This Agreement and any other written agreements or oral understandings between the parties shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto shall take such actions necessary to construe and administer this Agreement and any other written agreements or oral understandings therewith. The parties further intend that the fees set forth in this Agreement to be paid to Memorial shall be at fair market value. In the event any court or administrative agency of competent jurisdiction determines this Agreement or any other written agreement or oral understanding between the parties violates any such statutes or the fees set forth herein are not fair market value, then the parties hereto shall take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations.

10. Ambulance Replenishing. DEPARTMENT and Memorial will comply with all laws, rules, and regulations regarding ambulance replenishing and expressly intend for this Agreement to comply with the Ambulance Replenishing Safe Harbor, set forth at 42 CFR Part 1001, an express safe harbor to the federal anti-kickback statute, 42 U.S. §1320a-7b(b).

DEPARTMENT and Memorial agree that:

- (a) DEPARTMENT and Memorial will appropriately bill Federal health care programs. DEPARTMENT and Memorial may not bill for the same restocked Drug. Billing includes

- submitting claims for bad debt;
- (b) Either DEPARTMENT or Memorial may generate the necessary documentation so long as the non-generating party receives and maintains it for five (5) years. The pre-hospital care report typically prepared by ambulance service providers, sometimes referred to as the trip sheet, patient care report, or patient encounter report, will be sufficient to satisfy this requirement for Stock supplied as a result of patients transported to Memorial Hospitals for emergency medical services if (i) the report identifies the Stock used on the patient and subsequently restocked, and (ii) a copy of the report is filed with Memorial within a reasonable amount of time;
  - (c) This Agreement is not tied to any referrals. The replenishing/restocking arrangement is not conditioned on, or otherwise takes into account, the volume or value of any referrals or other business generated between the Parties for which payment may be made in whole or in part by a Federal health care program, other than the delivery to Memorial of the particular patient for whom the Stock are restocked;
  - (d) DEPARTMENT and Memorial will comply with all Federal, State and local laws regulating ambulance services, including, but not limited to, emergency services, and the provision of Stock, including but not limited to, laws regulating the handling of controlled substances.

11. Inspection, Acceptance and Title. Inspection and acceptance shall be at the applicable Memorial pharmacy location. Title to and risk of loss or damage to all Stock shall be the responsibility of Memorial until DEPARTMENT receive the Stock. DEPARTMENT shall be deemed to have received and thereby accepted and taken possession of each Stock item when DEPARTMENT retrieves the item from Automated Dispensing Cabinet or the pharmacy counter or takes possession of the drug box, whichever is applicable. Upon receiving a Stock item, DEPARTMENT shall be responsible for the safe and secure storage of the Stock in a manner to minimize diversion and ensure product stability and integrity specified in the product's package insert.

12. Manufacturer's Name, Approved Equivalents, and Substitutions. Manufacturer's names, trade names, drug names, information and/or catalog number listed in Exhibit A are for information and establishment of quality level desired and are not intended to limit competition. Memorial may offer any Stock which meets or exceeds the specifications for an item(s). Upon request by the DEPARTMENT, Memorial shall explain the reason why the proposed equivalent will meet or exceed the specifications and is not considered an exception. If the original item on contract is on national backorder according to the Manufacturer, Memorial, in its sole discretion, may provide a commercially reasonable substitute of the original item.

13. Variations to Specifications. Memorial must indicate in writing any variance to DEPARTMENT's specifications. All questions concerning conditions or specifications shall be directed in writing to: City of Hollywood, Fire Rescue and Beach Safety, P.O. Box 229045, Hollywood, FL 33022

14. Deliveries. Stock is obtained by the DEPARTMENT from Memorial on an as needed basis based on the methodology set forth in Exhibit B.

15. Orders. No guarantee is expressed or implied as to the total quantity of Stock items to be replenished under this Agreement.

16. Warranty. Memorial does not manufacture any of the Stock items procured under this Agreement. All express or implied warranties, including but not limited to express or implied warranties of

effectiveness or sufficiency for a particular purpose with respect to any Stock procured by DEPARTMENT are hereby expressly disclaimed; except that to the extent permissible, Memorial will make available to DEPARTMENT the information regarding the manufacturer's applicable warranty, if any, and without recourse against Memorial.

17. Indemnification. Each party agrees to be fully responsible for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

18. Self-Insurance. Each party acknowledges without waiving its rights of sovereign immunity as provided pursuant to Section 768.28, Fla. Stat. that each party is self-insured 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 nothing in this Section requires payment by either party in excess of the amount of each party's statutorily-limited tort liability under Ch. 768.28, Fla. Stat. Nothing in the Agreement shall operate to increase neither party'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 either party for the acts or omissions of any party other than itself, its agents, and its employees.

19. Limitation of Liability. Notwithstanding any provision of this Agreement to which it is applicable, neither party shall be liable or responsible to the other 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 either party be liable to the other party for punitive or exemplary damages or for lost profits or for consequential damages.

20. Non-Discrimination. During performance of the Agreement, neither the DEPARTMENT nor any subcontractor and/or joint venturer thereof shall discriminate on the basis of race, color, gender, national origin, sexual orientation, age, disability, sex, pregnancy, religion, veteran status, military service, marital status, genetic information or any other status specifically protected by all applicable laws, in the solicitation for or purchase of goods and/or services, or the subcontracting of work in the performance of the Agreement.

21. Governing Law. The Parties acknowledge that a substantial portion of negotiations and anticipated performance of the Agreement occurred or shall occur in Broward County, Florida, and that, the provisions of the Agreement and any transaction related thereto shall be governed and interpreted in accordance with the laws of the State of Florida. In addition, each of the Parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to the Agreement and any transaction related thereto must be brought in the courts of record of the state of Florida in Broward County or the District Court of the United States, Southern District of Florida, Fort Lauderdale Division; (ii) consents to the jurisdiction of such court in any such lawsuit, action, or proceeding; and (iii) waives any objection that it may have to the laying of venue of any such lawsuit, action, or proceeding in any such court

22. Excluded Provider. DEPARTMENT hereby represents and warrants that DEPARTMENT and any of its employees and subcontractors that provide goods, items and/or services under the Agreement are not and at no time have been excluded from participation in any federally funded health care program or any other federally funded program or federal contract, including Medicare and Medicaid and that neither it nor any affiliate is currently included in or listed on the List of Excluded Individuals/Entities maintained by the HHS Office of Inspector General pursuant to 42 U.S.C. Sections 1320a-7, 1395ccc, 1320c-5 and regulations promulgated thereunder, which, as of the Effective Date, can be searched at the internet website <http://exclusions.oig.hhs.gov/> (“OIG List”) or on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287.133 or 287.134 of the Florida Statutes. DEPARTMENT hereby agrees to immediately notify Memorial of any threatened, proposed, or actual exclusion of said individuals from any federally funded health care program or any other federally funded program or federal contract, including Medicare and Medicaid or listing on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287.133 or 287.134 of the Florida Statutes. Memorial has the right to immediately terminate the Agreement upon notice that DEPARTMENT is debarred, proposed for debarment, suspended, declared ineligible or excluded from participating in federal health care programs or listed on the convicted vendor list or discriminatory vendor list maintained pursuant to section 287.133 or 287.134 of the Florida Statutes. Memorial shall have the right to terminate the Agreement, upon thirty (30) days’ prior written notice, if at any time DEPARTMENT or any permitted DEPARTMENT assignee fails to meet Memorial’s vendor vetting and credentialing requirements. If DEPARTMENT fails to complete Memorial’s vendor re-credentialing questionnaire within 60 days after Memorial delivers to DEPARTMENT notice of the commencement of the re-credentialing process, then Memorial shall have the right to withhold payment of any invoice that otherwise becomes due and payable. Memorial shall have the right to withhold such payment until the earlier to occur of (1) DEPARTMENT’s completion of Memorial’s vendor re-credentialing questionnaire, or (2) Memorial’s termination of the Agreement.

23. Public Records Law. DEPARTMENT and Memorial understand that both Parties are Political Subdivisions of the State of Florida and, as such, are subject to Ch. 119, Fla. Stat., commonly known as Florida’s Public Records Law. Further, the Parties acknowledge and agree that it is each party’s responsibility to ensure that they properly protect any information which each party deems to be exempt from disclosure under Florida’s Public Records Law. A failure by either party to protect such information may constitute a waiver by the corresponding party of any applicable exemptions from disclosure including ones that may be applicable to trade secrets under Florida law. If either party enters into a contract for services with and is acting on behalf of the other party, that party must keep and maintain the public records required to perform the services required by the Agreement. Neither party shall be deemed to be in breach of the Agreement for withholding records when release is not permitted by law or for disclosing records when required by law. DEPARTMENT acknowledges and agrees that the pricing and other compensation payable to Memorial under the Agreement may not be confidential and may need to be disclosed pursuant to Florida Statute 119.

Each party will notify the other of any instance in which the disclosure or copies of the other party’s confidential information is requested by any party pursuant to Chapter 119 or if there is a request for records not within that party’s possession. The producing party shall provide 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 or as otherwise provided by law. If the party of whose confidential records are being sought wishes the producing party to deny the request for disclosure or copies or any part thereof, the party in possession must reply to the other party as soon as reasonably possible but in no event later than eight (8) business days. Further, the party seeking the exemption shall (i) provide to the other party with the redacted material; and (ii) advise the producing party of the legal basis for claiming the information should be withheld and the specific section of the Florida Statutes that exempts this material from

mandatory disclosure. If that party fails to respond as required under this Section, the producing party may release the requested documents. If the party requesting the disclosure contests the legal basis for the withholding of any documents, then the producing party will, at its sole cost, defend its position. To the extent one party incurs liability for costs or attorney's fees (including, without limitation, those awarded to the party requesting the disclosure) in connection with such challenge or appeal, the Parties agree to indemnify and hold the other party harmless for those costs and fees.

If either party enters into a contract for services with and is acting on behalf of the other, the following language is required by Florida Statutes § 119.0701:

During the term of the Agreement and following completion of the Agreement if one party maintains the other Parties' records, that party will not disclose exempt or confidential and exempt records except as authorized or required by law. Each party shall meet all of the requirements for retaining the other party's records, including, without limitation, the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies and General Records Schedule GS4 for Public Hospitals, Health Care Facilities and Medical Providers, R. 1B-24-003(1)9b) and the Florida Administrative Code and/or the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies, R. 1B-24.003(1)9a), Florida Administrative Code. Following completion of Agreement, the party maintaining the records may either 1) transfer those records to the other party, at no cost, which are in its possession, or 2) meet all applicable requirements for retaining such records. If one party transfers the other party's records to that party upon completion of the Agreement, then that party shall destroy any duplicate copies of that party's records that are exempt or confidential and exempt from disclosure. All records stored electronically must be provided, upon request by the other party, in a format that is compatible with the information technology systems of that party.

**IF DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 265-5933, [MHSLEGAL@MHS.NET](mailto:MHSLEGAL@MHS.NET), AND MEMORIAL HEALTHCARE SYSTEM, ATTN: GENERAL COUNSEL, 3111 STIRLING ROAD, HOLLYWOOD, FLORIDA 33312.**

**IF MEMORIAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEMORIAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK AT (954) 450-1050, [PUBLICRECORDSREQUESTS@PPINES.COM](mailto:PUBLICRECORDSREQUESTS@PPINES.COM), AND CITY CLERK, 601 CITY CENTER WAY, PEMBROKE PINES, FLORIDA 33025.**

24. Defend Trade Secrets Act. Under the federal Defend Trade Secrets Act of 2016(18 U.S.C. §1833(b)):

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

25. 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.

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

27. 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. DEPARTMENT 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 DEPARTMENT 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.

28. HIPAA Compliance. DEPARTMENT warrants and represents that DEPARTMENT is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States DEPARTMENT of Health and Human Services (collectively, "HIPAA"), and the purpose of Agreement is so that DEPARTMENT may provide treatment to Memorial's patients.

29. Execution. This Agreement may be executed in counterparts, each of which are deemed to be original, but all of which together constitute one and the same instrument. The Parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act and the Florida Uniform Electronic Transaction Act, and any document accepted, executed or agreed to in conformity with such law will be binding on both Parties the same as if it were physically executed. The affixing of the Parties of their actual signatures to this Agreement, and delivery then by facsimile or scanned copy attached to an email, shall constitute sufficient delivery, communication and record of the formation of this transaction.

30. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and Agreements between the Parties concerning the subject matter of this Agreement. This Agreement may only be amended by written Agreement of the Parties.

31. 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. Memorial will notify DEPARTMENT in writing within fifteen (15) business days of the effective date of such assignment. Should DEPARTMENT wish to terminate this Agreement because of such assignment, DEPARTMENT must notify Memorial in writing of such intent to terminate within fifteen (15) business days of the date of Memorial's written notification of assignment. The DEPARTMENT'S termination may not be effective less than thirty (30) days from the date the DEPARTMENT notifies Memorial of its intent to terminate this Agreement. 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; and their respective Affiliates. The Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective permitted successors and assigns. Neither Party may assign either the Agreement or any of its rights, interests, or obligations under the Agreement (whether by operation of law or otherwise) without the prior written consent of the other Party (which may be withheld for any reason).

32. Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from a Force Majeure Event (as defined below), provided, that the affected party (a) provides the other party with prompt notice of the nature and expected duration of the Force Majeure Event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of the Force Majeure Event, (c) provides the other party with periodic notice of relevant developments regarding the Force Majeure Event, and (d) provides the other party with prompt notice of the end of such Force Majeure Event. "Force Majeure Event" means any cause beyond the reasonable control of the affected party, including without limitation, acts of God, labor disputes, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms, hurricanes, or other elements of nature, or other destruction or damage of the affected party's facilities, blockages, embargoes, riots, acts or orders of government (other than acts of Memorial), acts of terrorism, or war. To the extent authorized by federal or state law, executive order or regulation, the Parties agree that in the event of a Force Majeure Event they may modify their respective obligations under this Agreement.

33. No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

34. No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

35. Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

36. Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

37. No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the DEPARTMENT or Memorial, or as a waiver of limits of liability or rights existing under Section 768.28, Florida Statutes.

38. Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

39. Scrutinized Companies. In accordance with the requirements of F.S. 287.135 and F.S. 215.473, DEPARTMENT warrants and represents that it is not: 1) participating in a boycott of Israel; 2) on the Scrutinized Companies that Boycott Israel list; 3) on the Scrutinized Companies with Activities in Sudan List; 4) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 5) engaged in business operations in Syria (collectively, the "Scrutinized Companies"). During the term of the Agreement, DEPARTMENT shall have a continuing obligation to warrant and represent compliance with this provision and shall immediately notify Memorial if there is any change. Memorial shall have the right to immediately terminate the Agreement where under applicable law such a change would warrant termination.

40. Notices. All notices and other communications required or permitted under this AGREEMENT shall be deemed to have been duly given and made if in writing and if served, all delivery charges prepaid, (A) by personal delivery to the party for whom intended, or (B) by overnight delivery by a reputable national carrier, or (C) by being deposited certified or registered mail, return receipt requested, in the United States mail, in each case bearing the address shown in this AGREEMENT for, or such other address as may be designated in writing hereafter by, such party:

<p>If to Memorial:</p> <p>Mohammed Abdulwahhab Title: Director - Supply Chain Pharmacy Strategic Sourcing Address: 2900 Corporate Way, Miramar, FL 33025 Phone: 954.276.5510 Email: <a href="mailto:mabdulwahhab@mhs.net">mabdulwahhab@mhs.net</a></p> <p>With a Copy to: Memorial Healthcare System 3111 Stirling Road Hollywood, FL 33312 Attention: General Counsel</p>	<p>If to DEPARTMENT:</p> <p>Jeffrey Levy Title: Fire Chief, City of Hollywood Fire Rescue Address: 2741 Stirling Road, Hollywood, FL 33312 Phone: 954-967-4248 Email: <a href="mailto:jlevy@hollywoodfl.org">jlevy@hollywoodfl.org</a></p>
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[Signature Page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date as set forth below, effective as of the Effective Date.

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

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

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
George R. Keller, Jr., CPPT  
City Manager

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Month/Day/Year

\_\_\_\_\_  
Month/Day/Year

ATTEST:

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

\_\_\_\_\_  
Damaris Henlon, City Attorney

**Exhibit A**

Memorial's pharmacy service will maintain those Drugs and Supplies as approved in the DEPARTMENT's Rescue Protocols and Procedures Manual as determined by the Medical Director of the DEPARTMENT and Memorial pharmacy leadership. In the event of shortage, the Parties agree that an alternative drug may be procured, if feasible and at Memorial's sole discretion. All Stock procured by DEPARTMENT shall be invoiced at the end of month at wholesale acquisition cost (WAC) and shall include additional service fees as applicable. Memorial shall not accept returns of any Stock; except, however, Memorial at its sole discretion may accept Drugs that have been recalled.

<b>Medication</b>	<b>Med Class</b>
Activated Charcoal 240 mL Susp	Non-Controlled
Adenosine 12 MG 4 mL Inj	Non-Controlled
Adenosine 6 MG 2 mL Inj	Non-Controlled
Albuterol 0.083% 2.5 MG 3 mL Inhal Sol	Respiratory
AMIODarone 150 MG 3 mL Inj Vial	Non-Controlled
Ammonia Vaporale Inhalant	Non-Controlled
Aspirin (BABY) 81 MG Chew Tab	Non-Controlled
Atropine (0.4mg/mL) 8 MG 20 mL Vial	Non-Controlled
Atropine Sulfate 1 MG 10 mL Syringe	Non-Controlled
Calcium Chloride (For Code) 1 GM 10 mL Syringe	Non-Controlled
Calcium Gluconate 10% (Calcium Gluconate 10%) 1 GM / 10 mL Inj	Non-Controlled
D50W 25 GM 50 mL Syringe	Non-Controlled
D5W 250 mL IVPB	IV Solution
D5W 500 mL Bag	IV Solution
D5W Single 100 mL IVPB MBP	IV Solution
D5W Single 50 mL IVPB MBP	IV Solution
Diazepam 10 MG 2 mL Inj	Controlled C-IV
Diltiazem 25 MG 5 mL Inj	Non-Controlled
diphenhydrAMINE 50 MG 1 mL Inj	Non-Controlled
DOPamine (MEMS ONLY) 200 MG 5 ML VIAL	Non-Controlled
DOPamine 400 mg.10 mL Vial	Non-Controlled
DOPamine Premix in D5W 800 MG 250 mL IVPB	Non-Controlled
DOPamine PREMIX(NICU/MEMS) 400 MG 250 ML IVPB	Non-Controlled
EPINEPHrine 1 MG 1 mL Inj	Non-Controlled
EPINEPHrine 1:10,000 1 MG 10 mL Syringe	Non-Controlled
EPINEPHrine 30 MG 30 mL Inj	Non-Controlled
Esmolol (Brevibloc) 100 MG / 10 ML Inj	Non-Controlled
ETOMIDATE 40 MG 20 ML VIAL	Non-Controlled
fentaNYL 100 mCg 2 mL Inj	Controlled C-II

<b>Medication</b>	<b>Med Class</b>
FUROSEMIDE (LOOK/SOUND ALIKE) 40 MG 4 ML VIAL	Non-Controlled
Glucagon 1 MG Inj	Non-Controlled
Glucose 37.5 GM Jelly	Non-Controlled
Glucose Oral 15g Tube	Non-Controlled
Haloperidol 5 MG 1 mL Inj	Non-Controlled
Hydroxocobalamin 5 GM (Cyanokit) Kit	Non-Controlled
Ipratropium Bromide 0.02% 500 mCg 2.5 mL Inhalant	Respiratory
Ketamine (ADULT) 500 MG 10 mL Inj	Controlled C-III
Ketamine 500 mg/5 mL Vial	Controlled C-III
K-Y (K-Y) 57 GM Jelly	Non-Controlled
Labetalol 20mg/4mL Vial	Non-Controlled
Lidocaine 2% 100 MG 5 mL Syringe	Non-Controlled
Lidocaine in D5W 2 GM 250 ML Premix	Non-Controlled
Lorazepam 2 mg/mL vial	Controlled C-IV
MAGNESIUM SULFATE 1 GM 2 ML INJECTION	Non-Controlled
MAGNESIUM SULFATE 2 GM 50 ML IVPB	Non-Controlled
Magnesium Sulfate 50% 5 GM 10 ML Inj	Non-Controlled
Methylene Blue 0.5 % (ProVayBlue) 50 MG / 10 mL Inj	Non-Controlled
methylPREDNISolone PF 125 MG Inj	Non-Controlled
METOPROLOL 5 MG 5 ML INJECTION	Non-Controlled
Midazolam 10 MG 2 mL Inj	Controlled C-III
Midazolam 5 mg / 5 mL Vial	Controlled C-IV
Mineral Oil Top Light 10 ML Solution	Non-Controlled
Morphine 5 mg/5 mL vial	Controlled C-II
morphine PF 10 MG 1 mL Inj	Controlled C-II
Morphine PF 2 mg/1 mL Inj	Controlled C-II
NaCl 0.9% 100 mL Bag	IV Solution
NaCl 0.9% 1000 mL Bag	IV Solution
NaCl 0.9% 250 mL Bag	IV Solution
NaCl 0.9% 5 mL Inhal Sol	Respiratory
NaCl 0.9% 500 mL Bag	IV Solution
NaCl 0.9% PF (Sodium Chloride 0.9% PF) 10 mL Inj	Non-Controlled
Naloxone 0.4 MG 1 mL Inj	Non-Controlled
Naloxone 2 MG 2 mL Syringe	Non-Controlled

<b>Medication</b>	<b>Med Class</b>
Nitroglycerin Oral Pump 0.4 MG 4.9 GM Spray	Non-Controlled
Nitroglycerin SL 0.4 MG Tab	Non-Controlled
Ondansetron 4 MG 2 mL Inj	Non-Controlled
Ondansetron ODT 4 MG OD-Tab	Non-Controlled
Pralidoxine Chloride (Protopam) 1 GM Vial	Non-Controlled
PYRIDOXINE (VIT B-6) 100 MG 1 ML INJECTION	Non-Controlled
Sodium Bicarbonate 4.2% 5 mEq 10 mL Syringe	Non-Controlled
Sodium Bicarbonate 8.4% 50 mEq 50 mL Syringe	Non-Controlled
Sodium Chloride 0.9% 5mL Inhalation Solution	Non-Controlled
Sodium Nitrite (Sodium Nitrite) 300 MG / 10 ML Vial	Non-Controlled
Sodium Thiosulfate (Sodium Thiosulfate) 12.5 GM / 50 mL Inj	Non-Controlled
Sterile Water for Injection (Sterile Water for Injection) 20 mL Inj	Non-Controlled
SUCCINYLCHOLINE (HIGH ALERT)* 100 MG 5 ML SYRINGE	Non-Controlled
Terbutaline (Brethine) 1 MG / 1 mL Inj	Non-Controlled
Tetracaine 0.5% 4ML Opth Sol	Non-Controlled
Thiamine 200 MG 2 mL Inj	Non-Controlled
Vasopressin 20 UNITS 1 mL Inj	Non-Controlled

### **Medical Supplies**

UOM	Description
CA	Set Xtn 6In Iv Rt Bore Strl Bd
CA	Electrode Ekg Adult Foam 5/Pk
BX	Lancet 1.8Mm 23Ga Sfty Ndl Med
CA	Sol Iv Vflx 0.9% Nacl 500MI
CA	Irrigation 0.9% Nacl Plas Btl 1L
CA	Sol Iv 0.9% Nacl 1000MI
CA	Mask Oxy Non-Rebreath Adult
CA	Bd Posiflush Normal Saline Syringe
BX	Glv Purp Ntrl Med Exam 9.5In
BX	Glv Exam Lg Lf Ns Purp Ntrl

## **Exhibit B**

Memorial will make Drugs and Supplies available to the DEPARTMENT via two pathways, depending on volume, security needs and availability of automation.

1. Automated Dispensing Cabinets: DEPARTMENT shall obtain replacements from a dedicated Automated Dispensing Cabinet in accordance with the terms and conditions of this Agreement. Automated Dispensing Cabinet inventory will be determined based on formulary items and based on utilization of the DEPARTMENT. A user list for access to the Automated Dispensing Cabinet will be provided by the DEPARTMENT. DEPARTMENT shall immediately notify pharmacy when a user has been terminated or suspended so that Memorial can revoke the user's access to Drugs. The DEPARTMENT's designee will train said users and Memorial pharmacy staff will grant access to the Automated Dispensing Cabinet machine. Automated Dispensing Cabinet machines will be available to the DEPARTMENT 24-hours a day, seven days a week, regardless of holidays and other events.
2. Drug Boxes: Where ADC cabinets are not available, MEMORIAL shall provide Drugs utilizing a drug box.
3. The fee for this service is: \$498 per month.

**Attachment 1**

<b>Hospital</b>	<b>Pharmacy License Number</b>	<b>DEA License #</b>	<b>Restrict Rx Drug Distributor Permit</b>
Memorial Hospital West	PH11947	BS3111399	5052
Memorial Hospital Pembroke	PH13455	BS4487698	50209
Memorial Hospital Miramar	PH21084	BM9093737	50203
Memorial Regional Hospital	PH446	AM0208214	50187
Memorial Regional Hospital South	PH22398	FS0077114	50222